



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 162-2008**

**SUPPLY AND DELIVERY OF LUBRICANTS**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 SUPPLY AND DELIVERY OF LUBRICANTS

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, August 5, 2008.

B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. ENQUIRIES**

B3.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.

B3.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

### **B4. ADDENDA**

B4.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

B4.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B4.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>

B4.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division internet site for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B4.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 7 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

## **B5. SUBSTITUTES**

- B5.1 The Work is based on the materials, equipment, methods and products specified in the Bid Opportunity.
- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.
- B5.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the material, equipment, method or product as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B5.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B5.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B5.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B5.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B5.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B13.
- B5.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## **B6. BID SUBMISSION**

- B6.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
  - (b) Form B: Prices.

- B6.2 Further to B6.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B5.
- B6.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B6.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B6.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B6.5.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B6.6 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.
- B6.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, may result in the Bid being determined to be non-responsive.
- B6.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to (204) 949-1178.
- B6.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B6.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.
- B7. BID**
- B7.1 The Bidder shall complete Form A: Bid, making all required entries.
- B7.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
  - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B7.4 Paragraph 9 of Form A: Bid shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B7.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B7.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

## **B8. PRICES**

B8.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B8.1.1 Prices on Form B: Prices shall include:

- (a) duty;
- (b) freight and cartage;
- (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
- (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.

B8.1.2 Prices on Form B: Prices shall not include the Manitoba Association for Resource Recovery Corporation (MARRC) Environmental Handling Charge (EHC) which shall be extra where applicable.

B8.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B8.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B8.4 Prices from Non-Resident Bidders are subject to a Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B9. QUALIFICATION**

B9.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

- B9.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City a list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt/debar.stm>
- B9.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
  - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
  - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba).
- B9.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B9.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

## **B10. OPENING OF BIDS AND RELEASE OF INFORMATION**

- B10.1 Bids will not be opened publicly.
- B10.2 Following the Submission Deadline, the names of the Bidders and their bid prices (unevaluated, and pending review and verification of conformance with requirements or evaluated prices) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>
- B10.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>
- B10.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

## **B11. IRREVOCABLE BID**

- B11.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 8 of Form A: Bid.
- B11.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 8 of Form A: Bid.

## **B12. WITHDRAWAL OF BIDS**

- B12.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B12.1.1 Notwithstanding C21, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.



- B12.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 9 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B12.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
  - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 9 of Form A: Bid; and
  - (c) if the notice has been given by any one of the persons specified in B12.1.3(b), declare the Bid withdrawn.
- B12.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B11.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

### **B13. EVALUATION OF BIDS**

- B13.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
  - (c) Bid Price; 90%;
  - (d) completeness of items offered pass/fail + 10%
  - (e) economic analysis of any approved alternative pursuant to B5.
- B13.2 Further to B13.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B13.3 Further to B13.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified.
- B13.4 Further to B13.1(c), the Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B13.5 Further to B13.1(d), not less than fifty (50) of the fifty-five (55) items on Form B: Prices shall be deemed a "**Pass**" and two (2) points for each additional item thereafter for which the bid is deemed responsive, to a maximum of ten (10) points.
- B13.6 This Contract will be awarded as a whole.

### **B14. AWARD OF CONTRACT**

- B14.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B14.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

- B14.2.1 Without limiting the generality of B14.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
  - (d) only one Bid is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B14.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B13.
- B14.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.
- B14.4 Notwithstanding C4 and Paragraph 5, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B14.5 The Contract Documents, as defined in C1.1(n) (ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for the Supply and Delivery of Goods* (Revision 2008 05 26) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Supply and Delivery of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Goods*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

D1.1 In addition to the *General Conditions for the Supply and Delivery of Goods*, these Supplemental Conditions are applicable to the Work of the Contract.

#### **D2. SCOPE OF WORK**

D2.1 The Work to be done under the Contract shall consist of supply and delivery of lubricants and related products for the period of January 1, 2009 to December 31, 2009.

D2.2 The Bidder may offer additional services to be performed under the Contract, e.g., technical consultation, education, inventory management (maintenance of bulk tank quantity), etc.

D2.2.1 The City may, at its sole option, include such services in the scope of Work.

D2.2.2 Bidders are advised to clearly identify, in their Submission:

- (a) the nature of each service;
- (b) the expected benefit (quantified where possible);
- (c) the additional cost, if any, of each service (costs should be identified separately and not included in the bid Unit Prices for goods);
- (d) the qualifications of the Bidder to provide such service.

D2.3 The Work shall be done on an "as required" basis during the term of the Contract.

D2.3.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.3.2 Notwithstanding C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

#### **D3. CONTRACT ADMINISTRATOR**

D3.1 The Contract Administrator is:  
Ken M. Stelmack, C.P.P., C.P.M., C.I.M.  
Contracts Officer  
The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1  
  
Telephone No.: (204) 986-4970  
Facsimile No.: (204) 949-1178

#### **D4. NOTICES**

D4.1 Notwithstanding C21.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:

The City of Winnipeg  
Chief Financial Officer  
Administration Building, 3rd Floor  
510 Main Street  
Winnipeg MB R3B 1B9  
Facsimile No.: (204) 949-1174

#### **D5. CHANGES IN THE WORK**

- D5.1 It is anticipated that, during the term of the Contract, changes in product standards, required to meet warranty requirements and recommendations of equipment manufacturers, will result in changes to the specifications for products required by the City.
- D5.2 Where the Contractor is unable to supply a replacement product to meet a change in the City's requirements, the City shall have the right to reduce the quantity of the product or delete the product from the Contract and obtain the replacement product by any means available without relieving the Contractor from any other obligation under the Contract.
- D5.3 Further to C.7.1 and C.7.2 of the General Conditions, adjustments to the Contract Time or the Contract Price will be considered only for changes required by the City or required to meet generally recognized new industry standard(s). Adjustments will not be considered for voluntary changes undertaken by the Contractor for other reasons.
- D5.4 Further to C.7.4 of the General Conditions, "actual cost" shall include only the direct cost of physical differences in the replacement product. It shall not include the cost of development, testing, licensing, packaging, marketing and other ancillary requirements.

#### **SUBMISSIONS**

##### **D6. AUTHORITY TO CARRY ON BUSINESS**

- D6.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

##### **D7. MATERIAL SAFETY DATA SHEETS**

- D7.1 The Contractor shall provide the Contract Administrator with one (1) copy of Material Safety Data Sheets (MSDS's) for each product to be supplied under the Contract at least two (2) Business Days prior to the commencement of Work but in no event later than seven (7) Calendar Days from notification of the award of Contract.
- D7.2 Throughout the term of the Contract, the Contractor shall provide the Contract Administrator with revisions or updates of the MSDS's as soon as may be reasonably possible.

#### **SCHEDULE OF WORK**

##### **D8. COMMENCEMENT**

- D8.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D8.2 The Contractor shall not commence any Work until:
- (a) the Contract Administrator has confirmed receipt and approval of:

- (i) evidence of authority to carry on business specified in D6;
  - (ii) evidence of the workers compensation coverage specified in C6.16;
  - (iii) the Material Safety Data Sheets specified in D7.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

## **D9. DELIVERY**

- D9.1 Goods shall be delivered on an "as required" basis during the term of the Contract, f.o.b. destination, freight prepaid, to various locations within the City.
- D9.1.1 Goods shall be delivered within two (2) Calendar Day(s) of the placing of an order, unless otherwise allowed by the User at the time of ordering.
- D9.2 Goods shall be delivered between 7:30 a.m. and 4:30 p.m. on Business Days to various locations.
- D9.3 The Contractor shall off-load goods as directed at the delivery location.
- D9.4 Tables 1 of these Specifications, listing intended delivery locations, invoicing address and bulk tank locations, capacities and approximate quantities, are provided for the convenience of Bidders only. The City reserves the right to add or delete locations, alter tank type or size at locations, or alter the type or quantity of product supplied to locations as required by changes in its operations during the term of the Contract.

## **D10. DRUM DEPOSIT**

- D10.1 The Contractor shall include, **if applicable**, drum deposit charges on Form B: Prices, if this item is not completed it will be understood that there are no drum deposit charges that apply.
- D10.2 The Contractor shall pay all transportation charges both ways on all items in accordance with D9.1. The items will be used by the City of Winnipeg when the drums are emptied the Contract Administrator will inform the Contractor's for there return.
- D10.3 Drums being returned to the Contractor shall be picked up by the Contractor within one (1) Business Day of notification by the User, except where otherwise agreed at the time of notification. No payment shall be made for additional time in the City's possession as a result of a delay in pick-up allowed for the convenience of the Contractor.

## **D11. ORDERS**

- D11.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

## **D12. RECORDS**

- D12.1 The Contractor shall keep detailed records of the goods supplied under the Contract.
- D12.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses;
  - (b) order date(s);
  - (c) delivery date(s); and
  - (d) description and quantity of goods supplied.
- D12.3 The Contractor shall provide the Contract Administrator with a copy of the usage records for each item within sixty (60) Calendar Days of the end of that contract.

## **MEASUREMENT AND PAYMENT**

### **D13. INVOICES**

- D13.1 Further to C10, the Contractor shall submit an invoice for each order delivered.
- D13.2 Further to C21.4, the Contractor shall submit invoices to the locations designated at the time of ordering.
- D13.2.1 Table 1 of these Supplemental Conditions, listing current delivery locations and invoicing addresses, is provided for the convenience of the Contractor only. The City reserves the right to revise locations as required by changes in its operations during the term of the Contract.
- D13.3 Invoices must clearly indicate, as a minimum:
- (a) the City's order number;
  - (b) date of delivery;
  - (c) delivery address;
  - (d) type and quantity of goods delivered;
  - (e) the amount payable with GST and MRST shown as separate amounts; and
  - (f) the Contractor's GST registration number.
- D13.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

### **D14. PAYMENT**

- D14.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.
- D14.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

## **WARRANTY**

### **D15. WARRANTY**

- D15.1 Warranty is as stated in C11.

**TABLE 1**

**DELIVERY LOCATIONS**

Windsor Golf Course  
10 DesMeurons Ave  
Winnipeg MB

Kildonan Golf Course  
2021 Main Street  
Winnipeg MB

Crescent Drive Golf Course  
781 Crescent Drive  
Winnipeg MB

**INVOICING ADDRESSES**

Winnipeg Golf Services  
2<sup>nd</sup> Floor – 65 Garry Street  
Winnipeg MB R3C 4K4

Brookside Cemetery  
3001 Notre Dame Ave  
Winnipeg MB

Planning, Property & Development (Brookside)  
3001 Notre Dame Ave  
Winnipeg MB R3H 1B8

Transit (Carruthers Garage)  
1520 Main Street  
Winnipeg MB

Winnipeg Transit  
421 Osborne Street  
Winnipeg MB R3L 2A2

**NOTE:** Bulk tank for item (4) holds 2,500 litres.

Transit (Wash Rack)  
421 Osborne Street  
Winnipeg MB

**NOTE:** Bulk tanks for items (4 and 12) each tank holds 2,500 litres.

Transit Stores  
421 Osborne Street  
Winnipeg MB

**NOTE:** Bulk tanks for items (4, 12 and 33) each tank holds 2,500 litres.

North End Water Pollution Control Complex  
2230 Main Street  
Winnipeg MB

Water and Waste  
Finance and Administration Division  
109 – 1199 Pacific Avenue  
Winnipeg MB R3E 3S8

South Water Pollution Control Complex  
100 Ed Spencer Drive  
Winnipeg MB

West End Water Pollution Control Complex  
7740 Wilkes Ave  
Winnipeg MB

Water & Waste (G.W.W.D.)  
598 Plinquet Street  
Winnipeg MB



**DELIVERY LOCATIONS**

Water & Waste Stores  
Door 24 – 552 Plinquet  
Winnipeg MB

Water & Waste  
1901 Brady Road  
Winnipeg MB

**INVOICING ADDRESSES**

Fire Paramedic Service  
2546 McPhillips  
Winnipeg MB

Fire Paramedic Service  
2<sup>nd</sup> Floor – 185 King Street  
Winnipeg MB R3B 1J1

**NOTE:** Bulk tanks for items ( 12, 19, 33) each tank holds 900 litres.

Fleet Management Agency  
Repair Facility # 1  
195 Tecumseh Street  
Winnipeg MB

Fleet Management Agency  
770 Ross Avenue  
Winnipeg MB R3E 1C6

**NOTE:** Bulk tank for item (4) holds 3,200 litres;  
item (12) holds 2,300 litres;  
item (33) holds 1,300 litres.

Fleet Management Agency  
215 Tecumseh Street  
Winnipeg MB

Fleet Management Agency  
Repair Facility # 6  
1539 Waverley Street  
Winnipeg MB

**NOTE:** Bulk tank for item (12) holds 3,500 litres  
item (16) holds 1,100 litres (New);

Public Works Stores  
Central Stores  
1277 Pacific Ave  
Winnipeg MB

Public Works Stores  
1277 Pacific Ave  
Winnipeg MB R3E 1G7

Public Works  
565 Watt Street  
Winnipeg MB

Public Works (Parks & Open Spaces)  
105 – 1155 Pacific Avenue  
Winnipeg MB R3E 3P1

Public Works  
2000 Portage Avenue  
Winnipeg MB

Public Works  
370 Daly Street North  
Winnipeg MB

**DELIVERY LOCATIONS**

Public Works  
Forestry Branch  
1539 Waverley Street  
Winnipeg MB

Public Works Street Maintenance Div.  
590 St. Anne's Road  
Winnipeg MB

Public Works Street Maintenance Div.  
849 Ravelston Avenue West  
Winnipeg MB

Public Works Street Maintenance Div.  
1539 Waverley Street  
Winnipeg MB

**INVOICING ADDRESSES**

Public Works  
Main Floor – 1539 Waverley Street  
Winnipeg MB R3T 4V7

Public Works Street Maintenance Div.  
104 – 1155 Pacific Avenue  
Winnipeg MB R3E 3P1

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Insect Control Branch  
3 Grey Street  
Winnipeg MB

Community Services Division  
Main Floor - 1539 Waverley Street  
Winnipeg MB R3T 4V7

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Winnipeg Police (Vehicle Services Unit)  
55 Princess Street  
Winnipeg MB

Winnipeg Police Service  
151 Princess Street  
Winnipeg MB R3B 1L1

## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. APPLICABLE SPECIFICATIONS AND DRAWINGS**

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B5.

#### **E2. GOODS**

- E2.1 The Contractor shall supply and deliver goods under the contract and shall be in accordance with the specifications on Form B: Prices for each item.
- E2.2 Specifications are shown in an item/specification matrix where:
- (a) an indicator (◆) indicates that the product must meet all requirements of the referenced specification or standard;
  - (b) a minimum and/or maximum value indicates that the typical test value of the product must be within the specified limit; and
  - (c) a blank indicates that the specification is not required or not applicable for the item.
- E2.3 Bidders shall, within seven (7) Calendar Days of a request by the Contract Administrator, submit evidence of conformance to specifications.

#### **E3. INDUSTRY STANDARDS**

- E3.1 Items No. 1 to 12 shall be deemed to conform to the specified API Engine Service Classification only if the product is licensed by the American Petroleum Institute for the specified classification or for a higher classification which includes the specified classification. Bidders shall, within seven (7) Calendar Days of a request by the Contract Administrator, submit evidence of licensing.
- E3.2 Items No. 13 to 24 shall be deemed to conform to ILSAC GF-3 only if the product is licensed through the International Lubricants Standardization and Approval Committee for the use of the ILSAC Certification Mark. Bidders shall, within seven (7) Calendar Days of a request by the Contract Administrator, submit evidence of licensing.
- E3.3 Items No. 44 to 49 shall be deemed to conform to the specified NLGI Automotive Service Grease Performance Classifications only if the product is licensed by the National Lubricating Grease Institute for the use of the NLGI Certification Mark. Bidders shall, within seven (7) Calendar Days of a request by the Contract Administrator, submit evidence of licensing.

#### **E4. CONTAINERS**

- E4.1 Where a product is specified in more than one container type, the product(s) offered for the various container types shall be compatible with each other (e.g., for Items No. 8 to 12 – Engine oil – heavy duty 15W40 in 1L, 4L, 20L, 205L and bulk shall be compatible with each other when product in one container type is used for an initial fill and product in another container type is used for subsequent maintenance, i.e., "topping up").
- E4.2 Except where a fully refundable deposit for a returnable container is specified by the Contractor on Form B: Prices, the cost of containers, but not the Environmental Handling Charge (EHC), shall be included in the Unit Price bid for each item.
- E4.3 Further to B5 of the Bidding Procedures:

- (a) where four hundred gram (400 G) containers are specified on Form B: Prices, three hundred and seventy-five gram (375 G) to four hundred and twenty-five gram (425 G) containers are approved as equals and may be substituted provided that the external dimensions of the containers are compatible with standard dispensing equipment;
- (b) where four litre (4 L) containers are specified on Form B: Prices, five litre (5 L) containers are approved as equals and may be substituted;
- (c) where twenty litre (20 L), seventeen kilogram (17 KG), or larger, containers are specified on Form B: Prices, containers varying by not more than ten percent (10%) from the sizes specified on Form B: Prices are approved as equals and may be substituted.

E4.4 Bidders proposing to substitute container types shall note the proposed substitution on Form B: Prices.

## **E5. MINIMUM ORDER QUANTITY**

E5.1 The City will accept minimum order quantities not exceeding the following limits:

- (a) 1 L containers 12 L;
- (b) 4 L containers 16 L;
- (c) 20 L containers 20 L;
- (d) 60 L containers 60 L;
- (e) 205 L containers 205 L;
- (f) Bulk 500 – 800 L
- (g) 400 G containers 12 KG;
- (h) 17 KG containers 17 KG;
- (i) 54 KG containers 54 KG;
- (j) 185 KG containers 185 KG;

or the volume or weight of an equivalent number of containers where substitute container types are proposed and approved in accordance with B5 of the Bidding Procedures or E4.3.

## **E6. RECYCLED PRODUCTS**

E6.1 Notwithstanding C4.2 of the General Conditions, re-refined or otherwise recycled material content is permitted provided that the finished products, as delivered, meet the requirements of the Specifications.

## **E7. TESTING**

E7.1 Further to C9 of the General Conditions, the City may test samples of the goods supplied for conformance to the Specifications.

E7.2 Further to C9 of the General conditions, goods which fail to meet the requirements of the Specifications shall be replaced at no cost to the City. If goods which fail to meet the requirements of the Specifications are delivered into bulk tanks, the Contractor shall, upon instruction by the Contract Administrator, remove and dispose of the entire contents of the affected tanks and replace the entire amount at no cost to the City.

## **E8. ENVIRONMENTAL CLEAN UP**

E8.1 The Contractor is responsible for the immediate cleanup of **any** spillage or leakage which occurs during the transporting of materials. In the event the City is forced to cleanup such spillage or leakage, all costs in this regard will be charged to the contractor and deducted from his payment for work actually done.