



11-2009 ADDENDUM 4

SUPPLY AND DELIVERY OF LUBRICANTS

URGENT

**PLEASE FORWARD THIS DOCUMENT TO
WHOEVER IS IN POSSESSION OF THE BID
OPPORTUNITY**

ISSUED: Ken M. Stelmack, C.P.P., C.P.M., C.I.M.
BY: March 17, 2009
TELEPHONE NO. (204) 986-2293

**THIS ADDENDUM SHALL BE INCORPORATED
INTO THE BID OPPORTUNITY AND SHALL
FORM A PART OF THE CONTRACT
DOCUMENTS**

Template Version: A20070419

Please note the following and attached changes, corrections, additions, deletions, information and/or instructions in connection with the Bid Opportunity, and be governed accordingly. Failure to acknowledge receipt of this Addendum in Paragraph 7 of Form A: Bid may render your Bid non-responsive.

PART A – BID SUBMISSION

Replace: 11-2009 Bid Submission with 11-2009 Addendum 4 - Bid Submission. The following is a summary of changes incorporated in the replacement Bid Submission:

Form B(R1): Lines 45 to 48 and 56 are revised.

Page numbering on some forms may be changed as a result.

PART B – BIDDING PROCEDURES

Revise: B2.1 to read: The Submission Deadline is 4:00 p.m. Winnipeg time, March 24, 2009

PART D – SUPPLEMENTAL CONDITIONS

D2. TO READ: SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of supply and delivery of lubricants for the period of July 1, 2009 to June 30, 2010, with the option of four (4) mutually agreed upon one (1) year extensions.
- D2.2 The City will negotiate with the Bidder within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Bidder as a result of such negotiations.
- D2.2.1 The aim of negotiations will be to establish firm pricing for the contract extension.
- D2.2.2 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.
- D2.3 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 0, 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.