



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 195-2007**

**SUPPLY AND DELIVERY OF DRINKING WATER (BULK)**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 SUPPLY AND DELIVERY OF DRINKING WATER (BULK)

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 15, 2007.
- B2.2 Bid Submissions 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 D4.1.
- 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 notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.
- B3.3 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.
- B3.4 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.
- B3.5 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 Branch 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 Branch 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 8 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 shall 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 Submission consists of the following components:
- (a) Form A: Bid;
  - (b) Form B: Prices.

- B6.2 All components of the Bid Submission 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 in ink, to constitute a responsive Bid.
- B6.3 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B6.4 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 Branch  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B6.4.1 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.
- B6.5 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to (204) 949-1178
- B6.5.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B6.6 Bid Submissions 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 10 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 shall be printed below such signatures.

B7.4.2 All signatures shall be original and shall be witnessed except where a corporate seal has been affixed.

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 Submission 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 in Alternative 1, and/or each Item of the Work in Alternative 2, identified on Form B: Prices.

B8.1.1 Prices on Form B: Prices shall reflect the Unit of Measure as follows:

- (a) Items 1, 2, 3, 4 and 6 Per Gallon
- (b) Item No. 5 Per Hour

B8.1.2 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.

B8.1.3 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.

## **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;
- (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
- (c) be financially capable of carrying out the terms of the Contract;
- (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
- (e) have successfully carried out work, similar in nature, scope and value to the Work;

- (f) employ only Subcontractors who:
  - (i) are responsible and not suspended, debarred or in default of any obligation 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 Branch internet site at <http://www.winnipeg.ca/matmgt>); and
  - (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
- (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba).

B9.2 The Bidder shall be prepared to 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.

B9.3 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 Bid Submissions will not be opened publicly.

B10.2 After the Submission Deadline, the names of the Bidders and their bid prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch 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 Branch internet site at <http://www.winnipeg.ca/matmgt>.

B10.4 The Bidder is advised that any information contained in any Bid Submission 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 9 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 9 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 GC.7.05(2), 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 10 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 shall:
- (a) retain the Bid Submission until after the Submission Deadline has elapsed;
  - (b) open the Bid Submission to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 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;
  - (d) 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 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 Submission 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 This Contract may be awarded as a whole (Alternative 1) or separately by item (Alternative 2) as identified on Form B: Prices.
- B13.5.1 Notwithstanding B8.1, the Bidder may, but is not required to, bid on both alternatives, or on any one or more items in Alternative 2.
- B13.5.2 The City shall not be obligated to award any item to the responsible Bidder submitting the lowest evaluated responsive Bid for that item and shall have the right to choose the alternative which is in its best interests. If the Bidder has not bid on both alternatives or on all items in Alternative 2, he shall have no claim against the City if his partial Bid is rejected in favour of an award of the Contract on the basis of an alternative or item upon which he has not bid.

### **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.
- 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 GC.3.01 and GC.3.02, 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 GC.1.01(7), 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**

### **C1. GENERAL CONDITIONS**

C1.1 The *General Conditions for the Supply and Delivery of Goods* (Form 21: 88 03) are applicable to the Work of the Contract.

C1.1.1 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 Branch internet site at <http://www.winnipeg.ca/matmgt>.

## 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.
- D1.2 The General Conditions are amended by striking out "The City of Winnipeg Act" wherever it appears in the General Conditions and substituting "The City of Winnipeg Charter".
- D1.3 The General Conditions are amended by striking out "Board of Commissioners" or "Commissioner" wherever it appears in the General Conditions and substituting the "Chief Administrative Officer".
- D1.4 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Bid Opportunity".
- D1.5 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Bid Submission".
- D1.6 The General Conditions are amended by striking out "Bidding Instructions" wherever it appears in the General Conditions and substituting "Bidding Procedures".

#### D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of the supply and delivery of drinking water (bulk) for the period of April 1, 2007 to March 31, 2010.
- D2.2 The Work shall be done on an "as required" basis during the term of the Contract.
- D2.2.1 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.
- D2.2.2 Subject to GC.4.08, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

#### D3. DEFINITIONS

- D3.1 When used in this Bid Opportunity:
- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
  - (b) "**Submission Deadline**" and "**Time and Date Set for the Final Receipt of Bids**" mean the time and date set out in the Bidding Procedures for final receipt of Bids;
  - (c) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract.

#### D4. CONTRACT ADMINISTRATOR

- D4.1 The Contract Administrator is:
- Debbie Shkolny  
Contracts Officer  
Corporate Finance Department  
Materials Management Branch  
Main Floor, 185 King Street  
Winnipeg MB R3B 1J1

Telephone No. (204) 986-2249  
Facsimile No. (204) 949-1178

## **D5. NOTICES**

- D5.1 GC.7.05 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".
- D5.2 GC.7.05 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.
- D5.3 Further to GC.7.05, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.4, D5.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.
- D5.4 All notices of appeal to the Chief Administrative Officer shall be sent to the following address or facsimile number:  
The City of Winnipeg  
Chief Administrative Officer Secretariat  
Administration Building, 3rd Floor  
510 Main Street  
Winnipeg MB R3B 1B9  
Facsimile No.: (204) 949-1174
- D5.5 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:  
The City of Winnipeg  
Corporate Services Department  
Legal Services Division  
185 King Street, 3rd Floor  
Winnipeg MB R3B 1J1  
Facsimile No.: (204) 947-9155

## **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. WORKERS COMPENSATION**

- D7.1 The Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain Workers Compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

## **D8. INSURANCE**

- D8.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, an unlicensed motor vehicle liability and a products and completed operations endorsement to remain in place at all times during the performance of the Work and throughout the warranty period;
  - (b) automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance.
- D8.2 Deductibles shall be borne by the Contractor.
- D8.3 The Contractor shall provide the Contract Administrator with a certificate of insurance of each policy at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.
- D8.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

## **D9. SECURITY CLEARANCE**

- D9.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence.
- D9.1.1 The Criminal Records Search shall include a Vulnerable Sector Search.
- D9.2 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform Work.
- D9.3 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person, will not be permitted to perform any Work.
- D9.4 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- D9.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work.

## **CONTROL OF WORK**

### **D10. COMMENCEMENT**

- D10.1 The Contractor shall not commence any Work until he is in receipt of a purchase order authorizing the commencement of the Work.
- D10.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence that the Contractor is 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;

- (ii) evidence of the workers compensation coverage specified in D7;
  - (iii) evidence of the insurance specified in D8;
  - (iv) the security clearances specified in D9;
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D10.3 The Contract commencement date shall be April 1, 2007.

## **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.

D11.2 The Contractor shall make provisions to receive orders, by any of the means identified in D11.1 , at all times between 8:30 a.m. and 4:30 p.m. on Business Days.

## **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 records for each quarter year within fifteen (15) Calendar Days of the end of that quarter.

## **MEASUREMENT AND PAYMENT**

### **D13. INVOICES**

D13.1 Further to GC.9.01 and notwithstanding GC.9.03, the Contractor shall submit monthly invoices for all orders delivered during the previous calendar month.

D13.2 Further to D5.3, the Contractor shall submit invoices to the locations designated at the time of ordering.

D13.2.1 Table A is a listing of current invoicing addresses and delivery addresses, and 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 GC.9.01 and GC.9.03, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

**WARRANTY**

**D15. WARRANTY**

D15.1 Further to GC.10.01 and GC.10.02, the Contractor warrants that the goods will be free of any and all defects or deficiencies for a period of seven (7) Calendar Days from the date of delivery to and acceptance by the City.

D15.2 Upon notification by the User, the Contractor shall, at his/her sole cost and expense, remedy any defect or deficiency identified by the User during the warranty period and any damage that may arise or result from the defect or deficiency or as a result of the correction of same.

D15.2.1 Goods determined to be defective within seven (7) Calendar Days from the date of delivery of an order shall, except when otherwise authorized by the User, be replaced with new and unused goods at no cost to the City.

## PART E - SPECIFICATIONS

### GENERAL

#### E1. GENERAL

E1.1 These Specifications shall apply to the Work.

#### E2. GOODS

E2.1 The Contractor shall supply fresh clean drinking water in accordance with the requirements hereinafter specified.

E2.2 Item No. 1 – Water delivery to John Blumberg Golf Course, 4540 Portage Avenue, Headingley, Manitoba, on an “as required” basis, shall be as follows:

E2.2.1 Fill a 10,000 gallon holding tank, located at the Club House Building and approximately a 3,000 gallon small holding tank at the maintenance building:

- (a) Approximately 50 deliveries. Co-ordinate deliveries with the User to ensure the holding tanks are topped up at all times;
- (b) Between the peak period of approximately April 1 to October 30, of each year (weather permitting);
- (c) Off season deliveries on an “as required” basis:
  - (i) within one (1) Calendar Day delivery;

E2.2.2 Obtain a signature of the Golf Professional or his/her designate on the Contractor's delivery slip indicating the following:

- (a) Date of delivery; and
- (b) Quantity delivered.

E2.2.3 Provide a copy of the completed and signed delivery slip with the Golf Professional or his/her designate.

E2.2.4 Hours of business at Site: 9:00 a.m. to 2:00 p.m., daily from Sunday to Saturday inclusive.

E2.3 Item No. 2 – Water delivery to West End Water Pollution Control Centre (W.E.W.P.C.C.), on an “as required” basis, shall be as follows:

E2.3.1 Fill up or top up two (2) 4,000 gallon holding tanks, located in the Utility building at 7740 Wilkes Avenue, Winnipeg, Manitoba:

- (a) Approximately 32 deliveries/year.

E2.3.2 Top up one (1) approximately 530 gallon holding tank, located at Perimeter Road Pumping Station, 6821 Wilkes Avenue, Winnipeg, Manitoba, as follows:

- (a) With attendance of City Plant Staff from 7740 Wilkes Avenue;
- (b) Approximately 4 deliveries/year.

E2.3.3 Obtain a signature from the Plant Operating staff on the Contractor's delivery slip indicating the following:

- (a) Date of delivery; and
- (b) Quantity delivered.

E2.3.4 Hours of business at Site: 7:30 a.m. to 3:00 p.m., Monday to Friday, closed on Statutory Holidays.

E2.3.5 Currently the WEWPCC is under construction for expansion of this facility. Additional volumes of water required may be as early as November 2007; however, this could change based on construction delays.



- E2.4 Item No. 3 – Water delivery to La Barriere Park, 4430 Waverley Street and camp Amisk, 4394 Waverley Street, Winnipeg, Manitoba, on an “as required” basis, shall be as follows:
- E2.4.1 Fill up or top up 8 holding tanks: La Barriere Park: 2 x 1500 gallons; and 1 x 2000 gallons; and at Camp Amisk: 3 x 1500 gallons; and 2 x 2000 gallons, as follows:
- (a) Approximately 16 deliveries/year between the peak period of approximately May 12 to the end of the September long weekend of each year:
    - (i) Obtain keys and instructions from the City of Winnipeg.
  - (b) On an “as required” basis, only deliver water upon request by the City, and the amount of water requested:
    - (i) The Contractor shall provide notice to the appropriate City Contact 1 hour prior to the delivery of goods. The City Contact is provided on Table A. This is to ensure the authorized staff is on Site at the time goods are delivered.
- E2.4.2 Hours of business at Site:
- (a) Summer hours: 7:30 a.m. to 4:00 p.m., Monday to Friday, open on Statutory Holidays.
- E2.5 Item No. 4 – Water delivery to Brady Landfill Site, 1901 Brady Road, Winnipeg, Manitoba, on an “as required” basis, shall be as follows:
- E2.5.1 Fill a holding tank to the maximum of 3,000 gallons, located inside the equipment maintenance shop building south of main entrance:
- (a) Approximately 40 deliveries/year;
  - (b) Access can be gained by contacting the Landfill Foreman at 986-8119 only during operating hours if access to the tank is required.
- E2.5.2 Obtain a signature of the City weigh master or foreman on the Contractor’s delivery slip indicating the following:
- (a) Date of delivery; and
  - (b) Quantity delivered.
- E2.5.3 Provide a copy of the completed and signed delivery slip with the City weigh master or foreman.
- E2.5.4 Hours of business at Site as follows:
- (a) 6:00 a.m. to 6:00 p.m., Monday to Friday;
  - (b) 8:00 a.m. to 4:00 p.m. Saturdays;
  - (c) 9:00 a.m. to 5:00 p.m. Sundays;
  - (d) closed on Christmas Day and New Year's Day.
- E2.6 Items No. 5 – Water delivery to Little Mountain Park, Farmer’s Road at Klimpke Road, Winnipeg, Manitoba, on an “as required” basis, shall be as follows:
- E2.6.1 Fill a holding tank (cistern) to the maximum of 250 gallons, located inside the log building:
- (a) Approximately 22 deliveries/year, (approximately 1 delivery per week between the period of approximately June 1 to October 31, each year). This facility is frequently used for picnics and occasional special events:
    - (i) Contractor must back up their delivery vehicle to the log building using the access road;
    - (ii) Contractor must have at least a 30' hose to reach the connector to the cistern. (The cistern is gravity fed, and has pressurized lines to spring loaded taps: 1 tap outside for picnic water 2-3 sinks in women’s washroom, 2-3 sinks in men’s washroom, 1 sink in the common area. Toilets are on a separate well).
- E2.6.2 Hours of business at Site: 8:00 am. to 3:00 p.m., Monday to Friday, closed on Statutory Holidays.

- E2.7 Items No. 6 – Water delivery to the Winnipeg Police Firing/Shooting Range, 341 Cadboro Road, Winnipeg, Manitoba, on an “as required” basis shall be as follows:
- E2.7.1 Fill a holding tank (cistern) to the maximum of 1,000 gallons, located on the south side of the main building:  
(a) Approximately 12 deliveries/year, (approximately April 1 to October 31, each year).
- E2.7.2 Hours of business at Site: 8:00 a.m. to 4:00 p.m., Monday to Friday, closed on Statutory Holidays.

### **E3. DELIVERY**

- E3.1 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.
- E3.1.1 Item No. 1: Goods shall be delivered within one (1) Calendar Day of the placing of any order, unless otherwise allowed by the User at the time of ordering;
- E3.1.2 Items No. 2 to 6: Goods shall be delivered within one (1) Business Day of the placing of an order, unless otherwise allowed by the User at the time of ordering.
- E3.2 Goods shall be delivered during the days of week and hours stated in E2.2.4; E2.3.4; E2.4.2; E2.5.4; E2.6.2; and E2.7.2.
- E3.3 The Contractor shall off-load goods as directed at the delivery location.
- E3.4 Table A of these Specifications, lists intended delivery locations and invoice address, and is provided for the convenience of the Bidder only. The City reserves the right to add or delete locations, within the boundaries of the City, or alter the type or quantity of goods to be supplied to any location as required by changes in its operations during the term of the Contract.

**TABLE A – DELIVERY LOCATIONS, HOURS OF BUSINESS AND INVOICE ADDRESSES**

**Supply and Delivery of Drinking Water (Bulk)**

ITEM NO.	LOCATION	HOURS OF BUSINESS AT SITE	CONTACT AT SITE	INVOICE ADDRESS
1.	John Blumberg Golf Course 4540 Portage Avenue Headingley MB	<u>Seasonal:</u> approx. April 1 to October 30 (weather permitting)	Golf Professional Rep: John Bowan 986-3490  If not available, call: Al Shane 986-2032	Planning, Property & Development c/o Accounts Payable 3 <sup>rd</sup> floor, 65 Garry Street Winnipeg MB R3C 4K4
2.	WEWPCC 7740 Wilkes Avenue Winnipeg MB  And  Perimeter Road Pumping Station 6821 Wilkes Avenue Winnipeg MB	<u>Both locations:</u> Monday to Friday 7:30 a.m. to 3:00 p.m. closed on Statutory Holidays  <u>Perimeter Road Pumping Station requires:</u> attendance of City Plant staff from WEWPCC, 7740 Wilkes Avenue prior to delivery	Jim Collette 986-4663 Cell # 479-5300	Water and Waste Department 101 – 1155 Pacific Avenue Winnipeg MB R3E 3P1
3.	Labarriere Park 4403 Waverley Street Winnipeg MB  Camp Amisk 4394 Waverley Street Winnipeg MB	<u>Seasonal:</u> Approx. May 1 to October 1 Monday to Friday 8:00 a.m. to 4:00 p.m.	Summer contact for <u>both facilities:</u> Foreman 479-5479  If not able to reach <u>Foreman</u> <u>call:</u> <b>Bruce Becker</b> 986-7529 Cell #479-5480	Public Works Department Parks and Open Space Division 105 – 1155 Pacific Avenue Winnipeg MB R3E 3P1
4.	Brady Landfill Site 1901 Brady Road Winnipeg MB	Monday to Friday 6:00 a.m. to 6:00 p.m. closed on Statutory Holidays	Verden Jeancart 986-4779 Cell #479-5202	Water and Waste Department 1539 Waverley Street Winnipeg MB R3T 4V7
5.	Little Mountain Park Farmer's Road at Klimpke Road Winnipeg MB	<u>Seasonal:</u> Approx. June 1 to October 31 Monday to Friday 8:00 a.m. to 3:00 p.m. closed on Statutory Holidays	Foreman Cell: 479-5469  If not able to reach Oliver Garus 986-4889	Public Works department Parks and Open Space Division North Area 105 – 1155 Pacific Avenue Winnipeg MB R3E 3P1
6.	Winnipeg Police Firing/Shooting Range 341 Cadboro Road	<u>Seasonal:</u> Approx. April 1 to October 31 Department will call on an "as required" basis	Neil Fuhro 986-6292	Winnipeg Police Service Finance Division P.O Box 1680 151 Princess Street Winnipeg MB R3C 2Z7