



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 300-2005**

**SUPPLY AND DELIVERY OF DIESEL FUEL, FURNACE FUEL AND GASOLINE**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 SUPPLY AND DELIVERY OF DIESEL FUEL, FURNACE FUEL AND GASOLINE

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, September 23, 2005.

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 shortly before submitting his Bid.

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 B14.
- 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;
- (c) Form N: Price Adjustment Mechanism (Option 1 or Option 2), or an attachment describing the Bidder's proposed price adjustment mechanism (Option 3).

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**

### **General**

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 and taxes on Form B: Prices shall be as would have been in effect on September 1, 2005 if this Contract had been in effect, for purposes of comparing Bids.

B8.1.2 Prices on Form B: Prices shall be deemed to include:

- (a) duty;
- (b) freight and cartage;
- (c) Provincial and Federal taxes [except the Goods and Services Tax (GST), 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 Notwithstanding the generality of B8.1.2, the Bidder may stipulate additional delivery charges for the following facilities listed in Table B - Delivery Locations:

- (a) Pine Ridge Gravel Pit - Garven Rd. & Heatherdale Rd.;
- (b) Mile 39 - Ross, Manitoba;
- (c) Mile 64 - Hadashville, Manitoba;
- (d) Sunrise School Division - Oakbank, Manitoba;
- (e) U of M Animal Science - Glenlea, Manitoba;
- (f) U of M Delta Marsh Field Station - Portage la Prairie, Manitoba;

in Item No. 7 - Additional delivery charge on Form B: Prices.

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.

### **Taxes**

- B8.4 The City purchases Item No. 2 - Diesel fuel, Type B-LS, marked exempt from Provincial tax, pursuant to The Motive Fuel Tax Act (Manitoba), subsection 2.1(2). For the uses specified thereunder, any purchaser may purchase marked or coloured motive fuel exempt from tax and without a permit.
- B8.5 The City purchases Item No. 6 - Gasoline, unleaded regular, marked exempt from Provincial tax, pursuant to The Gasoline Tax Act (Manitoba), subsection 2.1(1). For the uses specified thereunder, any purchaser may purchase marked or coloured gasoline exempt from tax and without a permit.
- B8.6 If the Bidder proposes to supply gasohol:
- (a) exempt from Federal Excise Tax for the ethanol portion of the gasohol; and/or
  - (b) taxed at a reduced rate under The Gasoline Tax Act (Manitoba) and/or The Biofuels and Gasoline Tax Amendment Act (Manitoba);
- he shall clearly identify the applicable tax rate(s) for Item No. 5 - Gasoline, unleaded regular and/or Item No. 6 - Gasoline, unleaded regular, marked.

## **B9. PRICE ADJUSTMENT MECHANISM**

### **General**

- B9.1 The Bidder may submit a bid on the basis of:
- (a) Option 1 - Price Indexed to Crude Oil Price;
  - (b) Option 2 - Price Indexed to Product Price; or
  - (c) Option 3 - Bidder's Proposed Price Adjustment Mechanism.
- B9.2 The Bidder is advised that, if he is submitting bids on the basis of more than one option, to clearly identify both Form B: Prices and Form N: Price Adjustment Mechanism (or an attachment describing the Bidder's proposed price adjustment mechanism) for each option.
- B9.3 The Bidder shall be prepared to submit, within three (3) Business Days of a request by the Contract Administrator, a written record of the proposed indices for at least the most recent thirty-six (36) month period available.

### **Option 1 - Price Indexed to Crude Oil Price**

- B9.4 If the Bidder is submitting a bid based on Option 1 - Price Indexed to Crude Oil Price, he shall complete Form N: Price Adjustment Mechanism – Option 1 - Price Indexed to Crude Oil Price.
- B9.5 Effective the first Calendar Day of each month, the fuel price component of each Total Unit Price shall be increased or decreased by one ten-thousandth of a dollar per litre (\$0.0001/L) for each tenth of a dollar per cubic metre (\$0.10/m<sup>3</sup>) increase or decrease in the weighted average crude oil price for the index identified by the Bidder on Form N: Price Adjustment Mechanism – Option 1 - Price Indexed to Crude Oil Price (e.g., if the September price is based on the weighted average crude oil price for the month of July, the fuel price adjustment for October would be calculated from the change in weighted average crude oil price from the month of July to the month of August).



- B9.6 In addition to any increase or decrease pursuant to B9.5, the fuel price component of each Total Unit Price shall be increased or decreased by the amount of any applicable Other Price Adjustments identified by the Bidder on Form N: Price Adjustment Mechanism – Option 1 - Price Indexed to Crude Oil Price.
- B9.6.1 If no such price adjustments are identified, it will be interpreted that the Bidder proposes that no adjustments are applicable.
- B9.6.2 If it is not clearly identified whether a price adjustment is an increase or a decrease, it will be interpreted that the Bidder proposes the adjustment as an increase.
- B9.7 Unless otherwise stipulated by the Bidder in the Bid Submission, all calculations shall be rounded to the nearest one ten-thousandth of a dollar per litre (\$0.0001/L).

**Option 2 - Price Indexed to Product Price**

- B9.8 If the Bidder is submitting a bid based on Option 2 - Price Indexed to Product Price, he shall complete Form N: Price Adjustment Mechanism – Option 2 - Price Indexed to Product Price.
- B9.9 Effective the first Calendar Day of each month, the fuel price component of each Total Unit Price shall be increased or decreased by one ten-thousandth of a dollar per litre (\$0.0001/L) for each one ten-thousandth of a dollar per litre (\$0.0001/L) increase or decrease in the reference price for the index identified by the Bidder on Form N: Price Adjustment Mechanism – Option 2 - Price Indexed to Product Price (e.g., if the September price is based on the weighted average reference price for the period of July 25 - August 24, the fuel price adjustment for October would be calculated from the change in weighted average reference price from the period of July 25 - August 24 to the period of August 25 - September 24).
- B9.10 In addition to any increase or decrease pursuant to B9.9, the fuel price component of each Total Unit Price shall be increased or decreased by the amount of any applicable Other Price Adjustments identified by the Bidder on Form N: Price Adjustment Mechanism – Option 2 - Price Indexed to Product Price.
- B9.10.1 If no such price adjustments are identified, it will be interpreted that the Bidder proposes that no adjustments are applicable.
- B9.10.2 If it is not clearly identified whether a price adjustment is an increase or a decrease, it will be interpreted that the Bidder proposes the adjustment as an increase.
- B9.11 Unless otherwise stipulated by the Bidder in the Bid Submission, all calculations shall be rounded to the nearest one ten-thousandth of a dollar per litre (\$0.0001/L).

**Option 3 – Bidder’s Proposed Price Adjustment Mechanism**

- B9.12 Notwithstanding B5, the Bidder may submit a bid based on an alternative price adjustment mechanism without applying for approval of the substitute and without submitting a bid based on one of the price adjustment mechanism specified above.
- B9.12.1 The Bidder may use Option 3 to supplement a bid based on Option 1 or Option 2 with a price adjustment mechanism for delivery costs.
- B9.13 Alternative price adjustment mechanisms must:
- (a) be based on indices which are directly related to the cost of production and transportation, or the fair market price, of the subject fuel(s);
  - (b) be based on indices which can be verified through independent sources (i.e., published or posted publicly);
  - (c) result in not more than one adjustment per month to the fuel price component of the Total Unit Price;

- (d) result in price adjustments occurring on a regular periodic basis;
- (e) provide notice to the Contract Administrator at least two (2) Business Days prior to the effective date of each price adjustment; and
- (f) be determinable, i.e., conditions such as "to be determined" or "to be negotiated" will be deemed non-responsive.

B9.14 If the Bidder is submitting a bid based on Option 3 - Bidder's Proposed Price Adjustment Mechanism, he shall submit with his bid an attachment clearly describing the proposed price adjustment mechanism.

B9.14.1 The description of the proposed price adjustment mechanism must contain information comparable in detail to Options 1 and 2, including but not limited to:

- (a) identification of the indices and the data sources;
- (b) the values and dates of the indices used to calculate each fuel price component on Form B: Prices;
- (c) a clear description of the calculation method; and
- (d) a sample calculation of a price adjustment.

B9.14.2 If, due to the nature of an alternative price adjustment mechanism, the proposed price adjustments would not take effect on the first Calendar Day of a month, the Bidder shall identify the dates for which the bid prices would be in effect, e.g., "bid prices on Form B: Prices for September 1 are based on prices in effect from August 5 to September 4, 2005".

B9.15 Unless otherwise stipulated by the Bidder in the Bid Submission, all calculations shall be rounded to the nearest one ten-thousandth of a dollar per litre (\$0.0001/L).

## **B10. QUALIFICATION**

B10.1 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).

B10.2 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.

B10.3 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.

## **B11. OPENING OF BIDS AND RELEASE OF INFORMATION**

B11.1 Bid Submissions will not be opened publicly.

B11.2 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>.

B11.3 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>.

B11.4 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.

## **B12. IRREVOCABLE BID**

B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B12.2 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.

## **B13. WITHDRAWAL OF BIDS**

B13.1 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.

B13.1.1 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.

B13.1.2 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.

B13.1.3 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 B13.1.3(b), declare the Bid withdrawn.

B13.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B12.2 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.

#### **B14. EVALUATION OF BIDS**

B14.1 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 B10 (pass/fail);
- (c) evaluated total Contract amount;
- (d) economic analysis of any approved alternative pursuant to B5.

B14.2 Further to B14.1(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.

B14.3 Further to B14.1(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.

B14.4 Further to B14.1(c), the evaluated total Contract amount shall be the sum of the approximate annual quantities multiplied by the City's estimate of unit prices during the term of the Contract for each item shown on Form B: Prices, adjusted for the time value of money.

B14.4.1 If there is any discrepancy between the Total Unit Price and the sum of the component prices for an item, the sum of the component prices shall take precedence.

B14.4.2 The City's estimate of unit prices during the term of the Contract shall be based on the unit prices bid, the price adjustment mechanism(s) proposed by the Bidder and any known scheduled changes in tax rates.

B14.4.3 Price adjustment mechanisms will be evaluated by comparison of the data and resultant extrapolation for the proposed indices with the data and resultant extrapolation for a reference crude oil price index selected by the City.

B14.5 This Contract may be awarded as a whole (Alternative 1) or separately in sections (Alternative 2) as identified on Form B: Prices.

B14.5.1 Notwithstanding B8.1, the Bidder may, but is not required to, bid on both alternatives, or on either one or both sections in Alternative 2.

B14.5.2 The City shall not be obligated to award any section to the responsible Bidder submitting the lowest evaluated responsive Bid for that section 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 both sections 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 section upon which he has not bid.

#### **B15. AWARD OF CONTRACT**

B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

- B15.2 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.
- B15.2.1 Without limiting the generality of B15.2, 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.
- B15.3 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.
- B15.3.1 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.
- B15.4 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.
- B15.5 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**

##### **General**

- D2.1 The Work to be done under the Contract shall consist of the supply and delivery of diesel fuel, furnace fuel and gasoline for the period of January 1, 2006 to December 31, 2008.
- 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.

##### **Changes in the Work**

- D2.3 If revisions to the specifications for a fuel, or the definition or method of calculation of an index (benchmark or reference price) used in the price adjustment mechanism, materially affect the relationship between the index and the price of the required fuel during the term of the Contract, the change shall be addressed in accordance with GC.4.05 to GC.4.08 of the General Conditions.
- D2.4 Further to GC.4.05 and GC.4.06 of the General Conditions, if:
- (a) the Contractor cannot supply fuel meeting the requirements of a revised specification; or
  - (b) the City and the Contractor do not agree to a revised price adjustment mechanism within sixty (60) Calendar Days of notification by either party of a requirement to replace a price adjustment mechanism materially affected by revisions to a fuel specification, or the definition or method of calculation of an index used in the price adjustment mechanism;

the City shall have the right to delete the fuel affected by the revisions and obtain the required fuel by any means available without relieving the Contractor of any other obligation under the Contract.

D2.5 Reductions in the Contract Price as a result of:

- (a) changes in the Work requested by the Contractor;
- (b) a decrease in quantity pursuant to D2.4; or
- (c) a decrease due to a change in tax;

shall not be considered in calculating the reduction in the Contract Price for the purposes of GC.4.08(1) of the General Conditions.

### **Cooperative Purchase**

D2.6 This is a cooperative purchase.

D2.7 At the time of issuance of the Bid Opportunity, the following are potential Participants:

- (a) Louis Riel School Division;
- (b) River East Transcona School Division;
- (c) St. James-Assiniboia School Division;
- (d) Sunrise School Division
- (e) University of Manitoba;

and the quantities shown on Form B: Prices include quantities intended for these potential Participants.

D2.8 Any of the potential Participants named in D2.7 may decline participation in the cooperative purchase by giving written notice no later than thirty (30) Calendar Days after the City has given written notice of the award of the Contract in accordance with B15.

D2.8.1 Any reduction in the estimated quantities resulting from a potential Participant declining participation in the cooperative purchase shall not be considered in calculating the reduction in the Contract Price for the purposes of GC.4.08(1) of the General Conditions.

D2.9 The Contract Administrator may, during the term of the Contract, approve other public sector organizations in the greater Winnipeg area, including but not limited to municipalities, universities, schools and hospitals, to be Participants in the cooperative purchase, provided that:

- (a) the bona fide estimate of the total annual quantity of fuel to be supplied by the Contractor is not thereby increased by more than ten percent (10%) of the total quantity shown on Form B: Prices; or
- (b) the Contractor agrees to any quantity in excess of the amount specified in (a).

D2.9.1 The Contract Administrator will notify the Contractor in writing of a potential Participant and identify the delivery location(s), tank size(s) and estimated quantities.

D2.9.2 If any location of the potential Participant is more than ten kilometres (10 km) beyond the boundaries of The City of Winnipeg, the Contractor shall, within ten (10) Calendar Days of notification in accordance with D2.9.1, notify the Contract Administrator in writing of the amount of any additional delivery charge for such location.

D2.9.3 If any additional delivery charge is identified by the Contractor, the potential Participant may accept or decline to participate in the cooperative purchase.



- D2.10 The Contractor shall enter into a contract with each Participant under the same terms and conditions as this Contract except:
- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the Participant for the same goods;
  - (b) a Participant may specify a duration of contract shorter than the duration of this Contract;
  - (c) a Participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
  - (d) any additional delivery charge identified and accepted in accordance with D2.9.2 and D2.9.3 will apply.
- D2.11 Each Participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.
- D2.12 No Participant shall have the right or authority to effect a change in this Contract or in the contract of any other Participant.

### **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;
  - (d) "**CAN/CGSB**" designates a standard published by the Canadian General Standards Board.

### **D4. CONTRACT ADMINISTRATOR**

- D4.1 The Contract Administrator is:
- Glenn F. Nakauchi, C.P.P.  
Contracts Supervisor  
185 King Street, Main Floor  
Telephone No. (204) 986-4970  
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 attention of the Chief Financial Officer at 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. 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.

## **CONTROL OF WORK**

### **D8. COMMENCEMENT**

- D8.1 The Contractor shall not commence any Work until he is in receipt of a purchase order authorizing the commencement of the Work.

### **D9. ORDERS**

- D9.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

## **D10. RECORDS**

- D10.1 The Contractor shall keep detailed records of the goods supplied under the Contract.
- D10.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) User name(s) and addresses;
  - (b) delivery date(s); and
  - (c) description and quantity of goods supplied.
- D10.3 The Contractor shall provide the Contract Administrator with a copy of the records within thirty (30) Calendar Days of a request.

## **MEASUREMENT AND PAYMENT**

### **D11. PRICE ADJUSTMENTS**

#### **Fuel Prices**

- D11.1 The fuel price component of each Total Unit Price shall be adjusted during the term of the Contract in accordance with the applicable price adjustment mechanism (see B9).
- D11.2 The Contractor shall notify the Contract Administrator in writing, of any fuel price adjustment at least three (3) Calendar Days prior to:
- (a) the commencement of the Contract; and
  - (b) the effective date of each subsequent price adjustment.
- D11.3 The Contractor shall, upon request, supply evidence, satisfactory to the Contract Administrator, of the price indices upon which adjustments are based.

#### **Taxes**

- D11.4 The tax components of each Total Unit Price shall be increased or decreased during the Contract in accordance with applicable increases or decreases in Federal Excise Tax, Manitoba Gasoline Tax and Manitoba Motive Fuel Tax.
- D11.5 Further to B8.6 and GC.7.03 of the General Conditions, if the Contractor proposes in his Bid to supply gasohol:
- (a) exempt from Federal Excise Tax for the ethanol portion of the gasohol; or
  - (b) taxed at a reduced rate under The Gasoline Tax Act (Manitoba) and The Biofuels and Gasoline Tax Amendment Act (Manitoba);
- and is awarded a Contract on that basis, he shall indemnify the City against any additional cost of tax or penalties resulting from a failure of the Contractor to supply gasohol which qualifies for the reduced rate.

### **D12. INVOICES**

- D12.1 Further to GC.9.01 and notwithstanding GC.9.03, the Contractor shall submit an invoice for each order delivered.
- D12.2 Further to D5.3, the Contractor shall submit invoices to the locations designated at the time of ordering.

D12.2.1 Table A of these Supplemental Conditions, listing current 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.

D12.3 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.

D12.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

**D13. PAYMENT**

D13.1 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.

## TABLE A – INVOICING ADDRESSES

Community Services Department  
395 Main Street, 3rd Floor  
Winnipeg MB R3B 3N8

Fleet Management Agency  
770 Ross Avenue  
Winnipeg MB R3E 1C6

Fire Paramedic Service Department  
151 Princess Street, 5th Floor  
Winnipeg MB R3B 1L1

Glacial Sand & Gravel  
102-1155 Pacific Avenue  
Winnipeg MB R3E 3P1

Planning, Property & Development Department  
65 Garry Street, 3rd Floor  
Winnipeg MB R3C 4K4

Public Works Department – Parks & Open Space Division  
700 Assiniboine Park Drive  
Winnipeg MB R3P 2N9

Transit Department  
421 Osborne Avenue  
Winnipeg MB R3L 2A2

Water & Waste Department  
101-1155 Pacific Avenue  
Winnipeg MB R3E 3P1

Louis Riel School Division  
50 Monterey Road  
Winnipeg MB R2J 1X1

River East Transcona School Division  
589 Roch Street  
Winnipeg MB R2K 2P7

St. James-Assiniboia School Division  
2574 Portage Avenue  
Winnipeg MB R3J 0H8

Sunrise School Division  
841 Cedar Avenue  
Oakbank MB

University of Manitoba  
Room 410, Admin Bldg.  
Winnipeg MB R3T 2N2

## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. GENERAL**

E1.1 These Specifications shall apply to the Work.

#### **E2. DIESEL FUEL, FURNACE FUEL AND GASOLINE**

E2.1 Item No. 1 - Diesel fuel, Type A-LS shall be diesel fuel meeting the requirements of National Standard of Canada CAN/CGSB 3.517-2000 - Automotive Low-Sulphur Diesel Fuel, and all Amendments thereto. Further to paragraph 8.1 of said Standard, the fuel shall be Type A-LS or Type A-ULS, and Low-temperature Flow Properties shall be in accordance with paragraph 6.1.1 of said Standard.

E2.1.1 At the commencement of the Contract, the Contractor may supply Type A-LS or Type A-ULS. After August 31, 2006, the Contractor shall supply Type A-ULS in compliance with the requirements of the Sulphur in Diesel Fuel Regulations under the Canadian Environmental Protection Act for diesel fuel for use in on-road vehicles.

E2.2 Item No. 2 - Diesel fuel, Type B-LS, marked shall be diesel fuel meeting the requirements of National Standard of Canada CAN/CGSB 3.517-2000 - Automotive Low-Sulphur Diesel Fuel, and all Amendments thereto. Further to paragraph 8.1 of said Standard, the fuel shall be Type B-LS or Type B-ULS, and Low-Temperature Flow Properties shall be in accordance with paragraph 6.1.1 of said Standard. The fuel shall be marked or coloured in accordance with subsection 3(1) of The Motive Fuel Tax Act (Manitoba).

E2.2.1 At the commencement of the Contract, the Contractor may supply Type B-LS or Type B-ULS. After August 31, 2006, the Contractor shall supply Type B-ULS in compliance with the requirements of the Sulphur in Diesel Fuel Regulations under the Canadian Environmental Protection Act for diesel fuel for use in on-road vehicles.

E2.3 Item No. 3 - Diesel fuel, locomotive shall be diesel fuel meeting the requirements of National Standard of Canada CAN/CGSB 3.18-2000 - Diesel Fuel for Locomotive-Type Medium-Speed Diesel Engines and all Amendments thereto. Further to paragraph 7.1 of said Standard, Low-Temperature Flow Properties shall be in accordance with paragraph 5.1.1 of said Standard, and Ignition Quality shall be a minimum cetane number of forty (40).

E2.4 Item No. 4 - Furnace fuel, Type 2 shall be fuel meeting the requirements of National Standard of Canada CAN/CGSB 3.2-99 - Heating Fuel Oil, and all Amendments thereto. Further to paragraph 5.3 of said Standard, the fuel shall be marked or coloured in accordance with subsection 3(1) of The Motive Fuel Tax Act (Manitoba). Further to paragraph 8.1 of said Standard, the fuel shall be Type 2, and Cloud Point shall be a maximum of minus thirty degrees Celsius (-30°C) for the months of November to March inclusive.

E2.5 Item No. 5 - Gasoline, unleaded regular shall be gasoline meeting the requirements of:

(a) National Standard of Canada CAN/CGSB 3.5-2004 - Unleaded Automotive Gasoline, and all Amendments thereto. Further to paragraph 8.1 of said Standard, the gasoline shall be Grade 1 - Regular, and Vapour Pressure Class shall be in accordance with Table 2B of said Standard.

OR

(b) National Standard of Canada CAN/CGSB 3.511-93 - Oxygenated Unleaded Automotive Gasoline Containing Ethanol, and all Amendments thereto. Further to paragraph 11.1 of

said Standard, the gasoline shall be Grade 1 (Regular), and Volatility Class shall be in accordance with Table 2B of said Standard.

E2.6 Item No. 6 - Gasoline, unleaded regular, marked shall be gasoline meeting the requirements of:

(a) National Standard of Canada CAN/CGSB 3.5-2004 - Unleaded Automotive Gasoline, and all Amendments thereto. Further to paragraph 8.1 of said Standard, the gasoline shall be Grade 1 - Regular, and Vapour Pressure Class shall be in accordance with Table 2B of said Standard. The gasoline shall be marked or coloured in accordance with subsection 3(1) of The Gasoline Tax Act (Manitoba).

OR

(b) National Standard of Canada CAN/CGSB 3.511-93 - Oxygenated Unleaded Automotive Gasoline Containing Ethanol, and all Amendments thereto. Further to paragraph 11.1 of said Standard, the gasoline shall be Grade 1 (Regular), and Volatility Class shall be in accordance with Table 2B of said Standard. Notwithstanding paragraph 6.3 of said Standard, the gasoline shall be marked or coloured in accordance with subsection 3(1) of The Gasoline Tax Act (Manitoba).

### **E3. DELIVERY**

#### **General**

E3.1 Except as hereinafter specified, delivery shall be on an "as required" basis, during the term of the Contract, into bulk tanks at various locations.

E3.1.1 Delivery on an "as required" basis shall be within two (2) Calendar Days of the placing of an order by telephone, unless the User allows otherwise at the time of ordering.

#### **"Keep Filled" Locations**

E3.2 Delivery to some locations shall consist of delivery on a "keep filled" basis.

E3.2.1 Users will notify the Contractor of the requirement for a location. The Contractor shall deliver fuel only upon such notification and shall continue to deliver fuel to maintain adequate supply for each such location until notified to stop.

E3.2.2 If the Contractor requires, each "keep filled" location will regularly submit remaining quantity information ("dips") each Business Day. The Contractor shall be responsible for any demand forecasts or extrapolations, and shall schedule deliveries to ensure adequate supply.

#### **Delivery Locations**

E3.3 Table B of these Specifications, listing intended delivery locations, is provided for the convenience of the Bidder 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.

#### **Mobile Fuel Tender**

E3.4 Delivery of portions of Item No. 2 - Diesel fuel, Type B-LS, marked for the Fire Paramedic Service Department mobile fuel tender shall consist of loading of fuel into the tender at the Contractor's facility.

E3.4.1 The facility shall be located in the City of Winnipeg or within five (5) kilometres by road of the boundaries of the City of Winnipeg, and shall be accessible at all times throughout the term of the Contract.

E3.4.2 If the Contractor requires that Fire Paramedic Service Department staff be trained or otherwise qualified to load fuel at the facility, such training shall be provided by the Contractor at no cost to the City.

**E4. MEASUREMENT**

E4.1 Fuel shall be measured for payment based on volume corrected to fifteen degrees Celsius (15°C).

E4.2 Fuel may be measured by mass or weight converted to volume, or by metered volume.

**E5. TESTING**

E5.1 Further to GC.5.03 of the General Conditions, the City may test samples of the fuel supplied for conformance to the Specifications.

E5.2 Further to GC.5.04 of the General Conditions, fuel which fails to meet the requirements of the Specifications shall be replaced at no cost to the City. If fuel which fails to meet the requirements of the Specifications is delivered into storage tanks, the Contractor shall, upon instruction by the Contract Administrator, remove and replace the entire contents of the affected tanks at no cost to the City.



**TABLE B – DELIVERY LOCATIONS**

		Storage Tank Capacity (litres)	Approximate Annual Quantity (litres)
<b>ITEM NO. 1 - DIESEL FUEL, TYPE A-LS</b>			
<b>FLEET MANAGEMENT AGENCY</b>			
	185 Tecumseh St.	2 – 22,730	440,200
	2546 McPhillips St.	1 – 21,710	199,460
	849 Ravelston Ave. W.	1 – 22,970	235,310
	552 Plinguet St.	1 – 22,500	363,420
	590 St. Anne's Rd.	1 – 9,000	94,380
	1539 Waverley St.	1 – 25,350	450,700
	735 Assiniboine Park Dr.	1 – 4,500	82,170
<b>TRANSIT DEPARTMENT</b>			
	Fort Rouge Garage 421 Osborne St.	3 – 45,460	11,281,450
	Carruthers Garage 1520 Main St.	4 – 9,090	4,087,160
<b>WATER &amp; WASTE DEPARTMENT</b>			
	G.W.W.D. Railway 598 Plinguet St.	1 – 25,000	75,000
<b>LOUIS RIEL SCHOOL DIVISION</b>			
	901 Maginot St.	1 – 9,000	70,000
<b>RIVER EAST TRANSCONA SCHOOL DIVISION</b>			
	2057 Camsell Ave.	1 – 10,000	234,630
<b>ST. JAMES ASSINIBOIA SCHOOL DIVISION</b>			
	638 Moray St.	1 – 4,000	55,110
<b>SUNRISE SCHOOL DIVISION</b>			
	851 Cedar Ave., Oakbank MB	1 – 10,000	193,760
<b>UNIVERSITY OF MANITOBA</b>			
	Fort Garry Campus 89 Freedman Cr.	1 – 15,000	79,390

		Storage Tank Capacity (litres)	Approximate Annual Quantity (litres)
<b>ITEM NO. 2 - DIESEL FUEL, TYPE B-LS, MARKED</b>			
<b>FIRE PARAMEDIC SERVICE DEPARTMENT</b>			
Fire Station No. 13	799 Lilac St.	1 – 5,500	52,290
Mobile fuel tender	Pick up at terminal	1 – 6,000	6,000
<b>FLEET MANAGEMENT AGENCY</b>			
	185 Tecumseh St.	1 – 22,730	336,940
	2546 McPhillips St.	1 – 21,710	155,760
	849 Ravelston Ave. W.	1 – 22,970	140,820
	552 Plinguet St.	1 – 4,500	77,200
	590 St. Anne's Rd.	1 – 9,000	81,030
	1539 Waverley St.	1 – 25,350	189,390
	735 Assiniboine Park Dr.	1 – 4,500	81,550
Brady Road Landfill		1 – 4,280	170,230
<b>GLACIAL SAND &amp; GRAVEL</b>			
Pine Ridge Gravel Pit	Garven Rd. & Heatherdale Rd.	1 – 4,500	116,990
<b>PLANNING, PROPERTY &amp; DEVELOPMENT DEPARTMENT</b>			
Brookside Cemetery	3001 Notre Dame Ave.	1 – 2,300	27,880
St. Vital Cemetery	236 River Rd.	1 – 2,300	5,000
Transcona Cemetery	5014 Dugald Rd.	1 – 2,300	4,000
Crescent Drive Golf Course	781 Crescent Dr.	1 – 2,300	2,270
Harbour View Golf Course	1867 Springfield Rd.	1 – 2,300	2,370
Windsor Park Golf Course	10 rue Des Meurons	1 – 2,300	5,180
<b>PUBLIC WORKS DEPARTMENT – PARKS &amp; OPEN SPACE DIVISION</b>			
Archibald Service Yard	1201 Archibald St.	1 – 4,500	38,840
Kildonan Park Service Yard	2015 Main St.	1 – 4,500	35,770
St. Vital Park	190 River Rd.	1 – 2,300	10,910
<b>UNIVERSITY OF MANITOBA</b>			
Animal Science	Glenlea MB	2 – 2,275	26,590

		Storage Tank Capacity (litres)	Approximate Annual Quantity (litres)
<b>ITEM NO. 3 – DIESEL FUEL, LOCOMOTIVE WATER &amp; WASTE DEPARTMENT</b>			
Mile 39	Ross MB	1 – 4,500	20,000
Mile 64	Hadashville MB	1 – 2,300	20,000

	Storage Tank Capacity (litres)	Approximate Annual Quantity (litres)	
<b>ITEM NO. 4 - FURNACE FUEL, TYPE 2</b>			
<b>WATER &amp; WASTE DEPARTMENT</b>			
Brady Road Landfill	1 – 1,125	12,440	
<b>UNIVERSITY OF MANITOBA</b>			
Fort Garry Campus	89 Freedman Cr. (See Note 1)	4 – 50,000	100,000
Delta Marsh Field Station	Portage La Prairie, MB	1 – 2,275	7,490

NOTES: 1. Furnace fuel at this location is used as an alternative to interruptible natural gas supply; actual quantities may vary substantially from year to year.

		Storage Tank Capacity (litres)	Approximate Annual Quantity (litres)
<b>ITEM NO. 5 – GASOLINE, UNLEADED REGULAR</b>			
<b>COMMUNITY SERVICES DEPARTMENT</b>			
Insect Control	3 Grey St.	1 – 9,000	165,000
<b>FLEET MANAGEMENT AGENCY</b>			
	185 Tecumseh St.	3 – 22,730	1,257,220
	2546 McPhillips St.	2 – 21,710	437,250
	849 Ravelston Ave. W.	2 – 22,970	521,090
	552 Plinguet St.	1 – 22,500	374,970
	590 St. Anne's Rd.	1 – 4,500	88,310
	1539 Waverley St.	2 – 25,350	626,500
	735 Assiniboine Park Dr.	1 – 4,500	255,750
<b>PLANNING, PROPERTY &amp; DEVELOPMENT DEPARTMENT</b>			
Brookside Cemetery	3001 Notre Dame Ave.	1 – 2,300	19,310
Kildonan Golf Course	2021 Main St.	1 – 4,500	3,300
Windsor Park Golf Course	10 rue Des Meurons	1 – 4,500	9,600
<b>PUBLIC WORKS DEPARTMENT – PARKS &amp; OPEN SPACE DIVISION</b>			
Archibald Service Yard	1201 Archibald St.	1 – 4,500	42,150
Kildonan Park Service Yard	2015 Main St.	1 – 9,000	62,310
Landscape Development	370 Daly St.	1 – 4,500	10,120
<b>TRANSIT DEPARTMENT</b>			
Fort Rouge Garage	421 Osborne St.	1 – 22,730	136,690
<b>WATER &amp; WASTE DEPARTMENT</b>			
G.W.W.D. Railway	598 Plinguet St.	1 – 2,250 & 1 – 1,350	80,000
Mile 39	Ross MB	1 – 2,300	2,000
Mile 64	Hadashville MB	1 – 2,300	4,000
<b>RIVER EAST TRANSCONA SCHOOL DIVISION</b>			
	2057 Camsell Ave.	1 – 25,000	187,040
<b>ST. JAMES ASSINIBOIA SCHOOL DIVISION</b>			
	638 Moray St.	1 – 6,000	33,150
<b>SUNRISE SCHOOL DIVISION</b>			
	851 Cedar Ave., Oakbank MB	1 – 25,000	119,250
<b>UNIVERSITY OF MANITOBA</b>			
Fort Garry Campus	89 Freedman Cr.	2 – 15,000	129,680
Delta Marsh Field Station	Portage La Prairie, MB	1 – 1,125	9,610

		Storage Tank Capacity (litres)	Approximate Annual Quantity (litres)
<b>ITEM NO. 6 - GASOLINE, UNLEADED REGULAR, MARKED</b>			
FIRE PARAMEDIC SERVICE DEPARTMENT			
Fire Station No. 13	799 Lilac St.	1 – 5,500	27,760
UNIVERSITY OF MANITOBA			
Animal Science	Fort Garry Campus	1 – 2,275	4,030
Animal Science	Glenlea MB	2 – 2,275	17,600