



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 329-2009**

**SUPPLY AND DELIVERY OF HVAC FILTERS – HEATING, VENTILATION AND AIR  
CONDITIONERS**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 SUPPLY AND DELIVERY OF HVAC FILTERS – HEATING, VENTILATION AND AIR CONDITIONERS

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, July 21, 2009.

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

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

### **B3. ENQUIRIES**

B3.1 All enquiries shall be directed to the Contract Administrator identified in 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 promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

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

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

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

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

### **B4. ADDENDA**

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

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

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

B4.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website 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 may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B13.
- B5.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B5.10 Notwithstanding B5.2 to B5.9, and in accordance with B6.7, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B13.1(a)

## **B6. BID SUBMISSION**

- B6.1 The Bid shall consist of the following components:

- (a) Form A: Bid;
  - (b) Form B: Prices.
- B6.2 Further to B6.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B5.
- B6.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B6.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B6.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B6.5.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B6.6 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.
- B6.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B13.1(a).
- B6.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to (204) 949-1178.
- B6.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B6.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.
- B7. BID**
- B7.1 The Bidder shall complete Form A: Bid, making all required entries.
- B7.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
  - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B7.2.1 If a Bid is submitted jointly by two (2) 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 should be printed below such signatures.

B7.5 If a Bid is submitted jointly by two (2) or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

## **B8. PRICES**

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

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

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

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

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

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

## **B9. QUALIFICATION**

B9.1 The Bidder shall:

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

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

### **Representative Sample**

- B9.6 The Contract Administrator shall require the successful Bidder to supply one (1) sample unit as described in B9.4, for detailed inspection and approval prior to delivery of the order. Failure to supply the sample unit within the prescribed time interval may result in termination of a contract.
- B9.7 The Bidder shall submit, within five (5) Business Days of a request by the Contract Administrator, a sample for detailed inspection and approval.
- B9.8 Should the Bidder not submit a sample that meets the approval of the Contract Administrator, the bid may be determined to be non-responsive in accordance with B14.2
- B9.9 The sample if required shall be fully assembled when sent to the Contract Administrator.
- B9.10 The Bidder shall be responsible for all freight costs associated with the delivery and return of samples.
- B9.11 The detailed inspection, testing and approval will be based upon meeting the requirements of the specifications in the Bid Opportunity document.
- B9.12 Upon completion of testing and inspection the Contract Administrator will communicate to the Bidder that the pre-production sample has been:
- (a) approved as submitted;
  - (b) approved subject to changes; or
  - (c) rejected and must be resubmitted.
- B9.13 Where the Contract Administrator has requested the sample be modified and re-submitted, in accordance with the specifications of the Bid Opportunity document, the Bidder shall:
- (a) re-submit the modified sample within two (2) Business Days unless otherwise directed by the Contract Administrator;
  - (b) notify the Contract Administrator, in writing, of any changes to the sample other than those requested;
  - (c) be responsible for all freight costs associated with the delivery and return of samples.



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

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

## **B11. IRREVOCABLE BID**

- B11.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B11.2 The acceptance by the City of any Bid shall not release the Bids of the next two (2) 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 C21, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B12.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 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 will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
  - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 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, or

- acceptable deviation therefrom (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
  - (c) rated arresstance (pass fail);
  - (d) Total Bid Price;
  - (e) economic analysis of any approved alternative pursuant to B5.
- B13.2 Further to B13.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B13.3 Further to B13.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified.
- B13.4 Further to B13.1(c), all test results showing the rated arresstance for each filter.
- B13.5 Further to B13.1(d); the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B13.5.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.
- B13.5.2 Further to B13.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B13.6 This Contract will be awarded as a whole.
- B14. AWARD OF CONTRACT**
- B14.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B14.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B14.2.1 Without limiting the generality of B14.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
  - (d) only one Bid is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B14.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B13.
- B14.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.
- B14.4 Notwithstanding C4 and Paragraph 6 of Form A: Bid, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

**B14.5** The Contract Documents, as defined in C1.1 (n) (ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

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

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

#### D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of supply and delivery of filters HVAC (heating, ventilation and air conditioners) for the period of October 1, 2009 to September 30, 2010, with the option of two (2) mutually agreed upon one (1) year extensions.

D2.1.1 The City will negotiate with the Bidder within sixty (60) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Bidder as a result of such negotiations.

D2.1.2 The City anticipates the aim of negotiations will be to establish firm pricing and for the best option(s) to maintain the contract.

D2.1.3 Price increases shall not be implemented by the Bidder without written approval by the Contract Administrator. Price increases shall become effective on October 1 of the respective year.

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

D2.3 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

#### D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

D3.2 Notwithstanding C1.1, when used in this Bid Opportunity:

- (a) "**Arrestance**" the percentage of test dust, by weight, that a filter is able to capture (AHSRAE 52.1)
- (b) "**ASHRAE**" means American Society of Heating, Refrigerating and Air-Conditioning Engineers, method of testing general ventilation air-cleaning devices standard 52.1 and 52.2.
- (c) "**ASHRAE 52.1 Standard**" the test standard for HVAC filters that measures arrestance, dust spot efficiency and dust holding capacity.
- (d) "**ASHRAE 52.2 Standard**" the test standard that measures the fractional particle size efficiency Dust Spot Efficiency (PSE) of an HVAC filter and assigns a MERV depending on the PSE in three (3) different particle size ranges.
- (e) "**Dust Spot Efficiency**" the filter's ability to remove naturally occurring atmospheric dust.

- (f) “**MERV**” means Minimum Efficiency Reporting Value, a numerical system for comparing filters based on the particle size efficiency. A MERV rating of 1 is least efficient; a 20 is the most efficiency.

**D4. CONTRACT ADMINISTRATOR**

- D4.1 The Contract Administrator is:  
Ken M. Stelmack, C.P.P., C.P.M., C.I.M.  
Contracts Officer  
Main Floor - 185 King Street  
Winnipeg MB R3B 1J1  
Telephone No.: (204) 986 – 2293  
Facsimile No.: (204) 949 – 1178

**D5. NOTICES**

- D5.1 Notwithstanding C21.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:  
The City of Winnipeg  
Chief Financial Officer  
Administration Building, 3rd Floor  
510 Main Street  
Winnipeg MB R3B 1B9  
Facsimile No.: (204) 949 - 1174

**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. MINIMUM EFFICIENCY REPORTING VALUE (MERV)**

- D7.1 The Contractor 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 and rated efficiency's of the material being supplied.

**D8. MATERIAL SAFETY DATA SHEETS**

- D8.1 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.
- D8.2 Throughout the term of the Contract, the Contractor shall provide the Contract Administrator with revisions or updates of the MSDS's as soon as may be reasonably possible.

## **SCHEDULE OF WORK**

### **D9. COMMENCEMENT**

- D9.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D9.2 The Contractor shall not commence any Work until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D6;
    - (ii) evidence of the workers compensation coverage specified in C6.16;
    - (iii) the Material Safety Data Sheets specified in D7.
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

### **D10. CHANGES IN MATERIAL**

- D10.1 During the course of the Contract, the Contract Administrator may, by providing not less than thirty (30) Calendar Days notice, require the Contractor to change the specification for the Work. The unit price may be adjusted by the change in the Contractor's cost per unit of the Work. The Contractor shall provide evidence, satisfactory to the Contract Administrator, of any changes in cost as a result of the change in specifications for Work.
- D10.2 During the course of the Contract, the Contract Administrator may test alternative Work. The unit price may be adjusted by the change in the Contractor's cost per unit of the Work. The Contractor shall provide evidence, satisfactory to the Contract Administrator, of any changes in cost as a result of the change in specifications.

### **D11. INSPECTION OF MATERIAL**

- D11.1 Further to C.7, The City reserves the right to inspect and test all materials at its own expense and to reject any materials that are not in accordance with the requirements of the Specifications. The Contractor shall cooperate with the Contract Administrator in furnishing such specimens and samples of material as may be required for testing.

### **D12. RETURNED GOODS**

- D12.1 Further to C.7 and C.11, The Contract Administrator or his/her designate shall inform the Contractor of the item(s) being returned and the reason for the return. The Contractor shall provide the Contract Administrator with Return Material Authorization (RMA) including shipping instructions, within five (5) Calendar Days of the request.
- D12.1.1 The Contractor shall be responsible for all transportation charges on returned goods and further to C.8 the goods will be held at the Contractor's risk pending instruction.
- D12.2 Further to D12.1 the RMA shall include the following information, as a minimum:
- (a) Company name, if different than Contractor, and ship to addresses;
  - (b) Written authorization for the return and for a collect shipment;
  - (c) Preference of carrier / shipping method, a contact person with either a local Winnipeg telephone number or a toll-free telephone number;
  - (d) A contact person, responsible for the returned goods, with a toll-free telephone number.
- D12.3 The Contract Administrator shall provide, as a minimum:
- (a) The City department returning the goods, including an address and contact information for pick up;

- (b) The City account number; if applicable;
- (c) The City of Winnipeg's Department and address;
- (d) Two (2) copies of the written authorization / RMA, one (1) copy on the outside and (1) one within the package;
- (e) Total number of packages, weight and dimensions.

### **D13. PICK-UP LOCATION(S)**

D13.1 The Contractor shall throughout the term of the Contract, operate at least one (1) facility within the boundaries of the City at which Users may, at their option, pick up Items No. 1 – 33 f.o.b. Contractor's facility.

D13.1.1 The facility shall, as a minimum, be in operation and able to supply at all times between 8:00 a.m. and 4:30 p.m. on Business Days.

### **D14. DELIVERY / PICK UP**

D14.1 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.

D14.1.1 Goods shall be delivered within three (3) Calendar Day(s) of the placing of an order, unless otherwise allowed by the User at the time of ordering.

D14.2 Goods shall be delivered between 7:30 a.m. and 3:30 p.m., except to the Transit Department the goods shall be delivered between 7:30 a.m. and 2:00 p.m., on Business Days.

D14.3 Goods shall be picked up on an "as required" basis during the term of the Contract, from the Contractor's locations:

D14.3.1 Goods shall be ready within two (2) hour of placing an order, except where otherwise agreed at the time of ordering.

D14.4 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.

D14.5 Table A 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, 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.

### **D15. ORDERS**

D15.1 The Contractor shall provide a local Winnipeg telephone or facsimile number or a toll-free telephone or facsimile number. If possible the Contractor shall provide an e-mail address during the term of the Contract at which orders for delivery may be placed..

### **D16. RECORDS**

D16.1 The Contractor shall keep detailed records of the goods supplied under the Contract.

D16.2 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.



- D16.3 The Contractor shall provide the Contract Administrator with a copy of the usage records for each year within sixty-five (65) Calendar Days of the end of year one (1) and within thirty (30) Calendar Days at the end of any Contract extension period should the Contract be extended.

## **MEASUREMENT AND PAYMENT**

### **D17. INVOICES**

- D17.1 Further to C10, the Contractor shall submit an invoice for each order delivered to:

The City of Winnipeg  
Corporate Finance - Accounts Payable - Administration Building  
4th Floor - 510 Main Street  
Winnipeg MB R3B 1B9

Facsimile No.: (204) 949 - 0864

Email: [CityWpgAP@winnipeg.ca](mailto:CityWpgAP@winnipeg.ca)

- D17.2 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.

- D17.3 The Contractor should invoice the City on a monthly basis. A summary statement shall accompany the invoices and include:

- (a) the invoice number; amount of invoice;
- (b) total statement value.

- D17.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

### **D18. PAYMENT**

- D18.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

- D18.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

## **WARRANTY**

### **D19. WARRANTY**

- D19.1 Warranty is as stated in C11.

## TABLE A – DELIVERY LOCATIONS

Transit Stores  
421 Osborne Street  
Winnipeg, MB

Fire Paramedic Stores  
2546 McPhillips Street  
Winnipeg MB.

Property, Planning and Development  
100 Main Street  
Winnipeg MB  
Ph.: (204) 794-4420

***There may be limited personnel on site to receive material, call the above number before items are to be delivered.***

1 Midland Avenue  
200 Isabel Avenue  
3001 Notre Dame Avenue  
377 Dufferin Avenue  
545 Watt Street  
75 Brazier Street  
1350 Pembina Hwy.  
625 Osborne Street  
510 Main Street (basement)  
659-½ Wellington Avenue

## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

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

#### E2. GOODS

- E2.1 The Contractor shall supply and deliver HVAC filters (heating, ventilation and air conditioners) in accordance with the requirements hereinafter specified.
- E2.1.1 Item No.: 1 - 12: will consist of fibreglass throwaway filter, cardboard framed;
- (a) one (1") inch filters sixty-five to seventy (65 – 70 %) percent arrestance (MERV 2),  
and
  - (b) two (2") inch filter seventy-five to eighty (75 – 80 %) percent arrestance (MERV 4).
- E2.1.2 Item No.: 13 - 30: will consist of disposable supported pleated cartridge air filters, ninety (90 %) percent arrestance for the one (1") inch, two (2") inch and four (4") inch shall meet (MERV 8).
- E2.1.3 Item No.: 31 – 32 will consist of pad glass filter with oil, disposable, seventy-five to eighty (75 – 80 %) percent arrestance (MERV 4) for both items.
- E2.1.4 Item No.: 33 will consist of a fibreglass **roll** twenty-five (25') inches by two (2") inches by one hundred (100) feet, ninety (90%) percent arrestance (MERV 7).