



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 487-2009

**SUPPLY AND DELIVERY OF LUBRICANTS, SOLVENT DEGREASER AND
ELECTRICAL CLEANERS**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY AND DELIVERY OF LUBRICANTS, SOLVENT DEGREASER AND ELECTRICAL CLEANERS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, August 20, 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 D3.1.

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

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

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

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

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

B4. ADDENDA

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

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

B4.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division 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 7 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B5. SUBSTITUTES

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

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

B7.5 If a Bid is submitted jointly by two (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.

B8.2 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 Further to C.9, 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 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 B13.2.
- B9.8 The sample if required shall be fully assembled when sent to the Contract Administrator.
- B9.9 The Bidder shall be responsible for all freight costs associated with the delivery and return of samples.
- B9.10 The detailed inspection, testing and approval will be based upon meeting the requirements of the specifications in the Bid Opportunity document.

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 8 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 8 of Form A: Bid.

B12. WITHDRAWAL OF BIDS

- B12.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B12.1.1 Notwithstanding C21, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B12.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 9 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B12.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
 - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 9 of Form A: Bid; and
 - (c) if the notice has been given by any one of the persons specified in B12.1.3(b), declare the Bid withdrawn.
- B12.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B11.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B13. EVALUATION OF BIDS

- B13.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation therefrom (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
 - (c) Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B5.
- B13.2 Further to B13.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B13.3 Further to B13.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified.
- B13.4 Further to B13.1(c), the Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B13.5 This Contract will be awarded by item as identified on Form B: Prices.

- B13.5.1 Notwithstanding B8.1, the Bidder may, but is not required to bid on all items.
- B13.5.2 Notwithstanding B14.3, the City shall not be obligated to award any item to the responsible Bidder submitting the lowest evaluated responsive Bid for the item and shall have the right to choose the alternative which is in its best interests.

B14. AWARD OF CONTRACT

- B14.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B14.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B14.2.1 Without limiting the generality of B14.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Bid is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B14.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B13.
- B14.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.
- B14.4 Notwithstanding C4 and Paragraph 5 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
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Goods*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of supply and delivery of lubricants (fluid film, solvent degreaser and contact/electrical cleaners) for the period of November 1, 2009 to March 31, 2011.

D2.1.1 The City will negotiate with the Bidder within forty-five (45) 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 November 1, 2010 of the respective year until March 31, 2011.

NOTE: This contract will be combined with the Electronic (Contact) Cleaner (Bid Opportunity 27-2009).

D2.2 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:

Ken M. Stelmack, C.P.P., C.P.M., C.I.M.
Contracts Officer
Main Floor – 185 King Street
Winnipeg MB R3B 1J1

Telephone No.: (204) 986-2283
Facsimile No.: (204) 949-1178

D4. NOTICES

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

The City of Winnipeg
Chief Financial Officer
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: (204) 949-1174

SUBMISSIONS

D5. AUTHORITY TO CARRY ON BUSINESS

D5.1 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.

D6. MATERIAL SAFETY DATA SHEETS

D6.1 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.

D6.2 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.

D7. WORKPLACE SAFETY AND HEALTH ACT

D7.1 The Contractor shall ensure that each individual product supplied must be labelled in accordance with the requirements of the Workplace Safety and Health Act, Workplace Hazardous Materials Information System MR52/88, this information is available at The Province of Manitoba's website: <http://www.gov.mb.ca/labour/safety/actregnew.html>.

D7.2 The Contractor shall ensure that each individual product supplied is labelled in accordance with the requirements of the Health Canada Environmental and Workplace Legislation and Guidelines Act located at The Government of Canada website: http://www.hc-sc.gc.ca/ewh-semt/index_e.html.

D7.3 The Contractor shall ensure that each end product container supplied shall contain the following information on the label regardless of public or consumer exemptions:

- (a) product identifier (name of product);
- (b) supplier identifier (name of company manufacturer or distributor that sold it);
- (c) a statement that an MSDS data sheets are available D6; (MSDS sheets);
- (d) WHMIS hazard symbols (depicting pictures of the classifications);
- (e) risk phrases (words that describe the main hazards of the product);
- (f) precautionary measures (how to work with the product safely);
- (g) first aid measures (what to do in an emergency);
- (h) have all text in English and French;
- (i) shall have the **WHMIS hatched** border.

SCHEDULE OF WORK

D8. COMMENCEMENT

D8.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.

D8.2 The Contractor shall not commence any Work until:

- (a) the Contract Administrator has confirmed receipt and approval of:

- (i) evidence of authority to carry on business specified in D5;
 - (ii) evidence of the workers compensation coverage specified in C6.16;
 - (iii) the Material Safety Data Sheets specified in D6.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D9. DELIVERY

- D9.1 Goods shall be delivered on an "as required" basis during the term of the Contract, f.o.b. destination, freight prepaid, to various locations within the City.
- D9.1.1 Goods shall be delivered within two (2) Business Days of the placing of an order, except where otherwise agreed at the time of ordering.
- D9.2 The Contractor shall confirm each delivery with the Contract Administrator or his/her designate, by telephone or facsimile.
- D9.3 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.
- D9.4 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.

D10. RETURNED GOODS

- D10.1 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.
- D10.1.1 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.
- D10.2 Further to D10.1 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.
- D10.3 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.

D11. FORFEITURE OF CONTRACT

D11.1 Notwithstanding C16 and C18, the City shall have the full right and power to take the whole of the Work, or any part or parts thereof, out of the hands of the Contractor, without process or action at law, upon giving the Contractor written Notice.

D12. ORDERS

D12.1 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.

D13. RECORDS

D13.1 The Contractor shall keep detailed records of the goods supplied under the Contract.

D13.2 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.

D13.3 The Contractor shall provide the Contract Administrator with a copy of the usage records for each year within fifteen (15) 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

D14. INVOICES

D14.1 Further to C10, the Contractor shall submit an invoice for each order delivered to:

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

Facsimile No.: (204) 949-0864

Email: CityWpgAP@winnipeg.ca

D14.1.1 Further to C10, the Contractor shall submit an invoice for each order delivered to either 552 or 598 Plinquet Street, to:

The City of Winnipeg
Water and Waste Department
Finance and Administration Division
112-1199 Pacific Avenue
Winnipeg Manitoba R3E 3S8
Attention: Accounts Clerk

D14.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase 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.

D14.3 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.

D14.4 The Contractor shall provide the Contract Administrator with information on any invoice that may contain an error, with three (3) Business days of a request.

D14.5 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D15. PAYMENT

D15.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D15.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D16. WARRANTY

D16.1 Notwithstanding C11, the warranty period for each item of Work supplied shall begin on the date of successful delivery and expire one (1) year thereafter unless extended pursuant to C11.3, in which case it shall expire when provided for thereunder.

TABLE A – DELIVERY LOCATIONS

Winnipeg Transit Stores
421 Osborne Street
Winnipeg, MB
Attn.: John Derksen
Ph.: (204) 986-5811

Public Works (Equipment & Material Stores)
1277 Pacific Avenue
Winnipeg, MB R3E 1G6
Attn.: Rick Picklyk
Ph.: (204) 986-6856

Water Services Division
552 Plinquet Street
Winnipeg, MB
Attn.: Paul Krawchuk
Ph.: (204) 986-5620

Wastewater Services Division
598 Plinquet Street
Winnipeg, MB
Attn.: Sheldon Wilford
Ph.: (204) 986-4124

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E2. GOODS

E2.1 The Contractor shall supply and deliver lubricants (fluid film, solvent degreaser and contact/electrical cleaners) in accordance with the requirements hereinafter specified.

E2.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B5.

E2.3 Item No. 1 - Lubricant "Fluid Film" shall be manufactured by NLS Product part number (3300) with the following salient features:

- (a) silicone, Teflon and Solvent free;
- (b) displaces moisture;
- (c) prevents ice / snow from building up on moving and workable parts, in weather (-45°C to 176°C);
- (d) non-conductive, must not cause static electricity;
- (e) container size (aerosol can 333g).

E2.4 Item No. 2 – Penetrating Lubricant "Moovit™" shall be manufactured by Lloyds Laboratories, part number (11014) with the following salient features:

- (a) loosen rusted and seized parts;
- (b) compatible with all metals, alloys, plastic, rubber and synthetics;
- (c) flash point (200°C) pour point (-50°C);
- (d) viscosity 95 Cts;
- (e) container size (aerosol can 350g).

E2.5 Item No. 3 – Solvent / Degreaser "F-104" shall be manufactured by LPS Laboratories, part number (C04920) with the following salient features:

- (a) flash point (40°C);
- (b) rapid evaporation, low odor;
- (c) shall not contain 1,1,1 trichloroethane;
- (d) non-conductive, no rinsing and residue;
- (e) container size (aerosol can 425g) with inverta spray valve.

E2.6 Item No. 4 – Contact Cleaner "No Flash" shall be manufactured by LPS Laboratories, part number (C04015) with the following salient features:

- (a) shall not contain chlorinated solvents;
- (b) non-flammable;
- (c) no flash point;
- (d) fast drying, no rinsing and no residue;
- (e) container size (aerosol can 425g) with inverta spray valve.

- E2.7 Item No. 5 – Electronic Cleaner “QD™” shall be manufactured by CRC Industries Inc., part number (05103) with the following salient features::
- (a) removes oil, grease, dirt and flux;
 - (b) flash point 32°C;
 - (c) base type shall be petroleum distillate/alcohol;
 - (d) quick drying, leaves no residue;
 - (e) container size (aerosol can 454g).
- E2.8 Item No. 6 – Never Seez shall be manufactured by Bostik Inc.®, part number (NSA-16) with the following salient features:
- (a) protect metal parts against rust;
 - (b) corrosion and seizure up to 982°C;
 - (c) flash point (69°C):
 - (d) container size (aerosol can 354g).
- E2.9 Item No. 7 – Silicone Lubricant general purpose shall be manufactured by Aervoe Industries Inc., (Toolmates®) part number (8034) with the following salient features:
- (a) insulates, stops squeaks and sticking, prevents freezing;
 - (b) multi-purpose grade lubricant that leaves a clear residual dry film;
 - (c) prevent sticking without transferring to the surface;
 - (d) 5% silicone formula;
 - (e) flashpoint: < 0° F (-18° C);
 - (f) container size (aerosol can 453g).
- E2.10 Item No. 8 – Fast Foam adhesive shall be manufactured by 3M®, part number (74) Orange spray adhesive with the following salient features:
- (a) bonds flexible urethane or latex foam together, or to wood metal and plastic;
 - (b) fifteen (15) minute bonding range;
 - (c) controlled variable 1” (in) to 3” (in) misting and spray;
 - (d) non-dimpling glue lines;
 - (e) container size (aerosol can 680g).
- E2.11 Item No. 9 – Bearing Grease low temperature shall be manufactured by Dow Corning®, part number (33) extreme “Molykote” medium with the following salient features:
- (a) resistance to oxidation, moisture and corrosive atmospheres;
 - (b) wide temperature range (-73°C to 204°C);
 - (c) container size (tube 150g).
- E2.12 Item No. 10 – Never Anti Seez and lubrication compound shall be manufactured by Bostik Inc.®, part number (NSBTA-16) with the following salient features:®:
- (a) maintains a positive seal for easier disassembly removal;
 - (b) protect metal parts against rust;
 - (c) corrosion and seizure up to 982°C;
 - (d) flash point (250°C) dropping point (182°C);
 - (e) container size (can open top 454.4g).
- E2.13 Item No. 11 – Metal Cutting (Rapid Tap®) fluid shall be manufactured by Relton, part number (PNT-NRT / 155252) with the following salient features:®:

- (a) extends tool life;
 - (b) anti-mist protection;
 - (c) container size (can 473 ml).
- E2.14 Item No. 12 – Greaseless lubricant LPS 1® shall be manufactured by LPS Laboratories, part number (C03116) with the following salient features:
- (a) dries fast and resists oil, dust and dirt;
 - (b) non-flammable propellant;
 - (c) displaces moisture;
 - (d) inverta spray valve;
 - (e) container size (aerosol can 312g) with inverta spray valve.
- E2.15 Item No. 13 – Extended® Rust treatment shall be manufactured by Loctite, part number (75430) with the following salient features:
- (a) fast drying milky white latex coating;
 - (b) applied to rusted metal to stop rust;
 - (c) no flash point;
 - (d) non-flammable;
 - (e) container size (can 946 ml).
- E2.16 Item No. 14 - Silicone Lubricant shall be manufactured by LPS Laboratories, part number (C01516) with the following salient features:
- (a) container no chlorinated solvents;
 - (b) water based;
 - (c) Silicone rich formula;
 - (d) Ideal for surfaces like rubber and plastics where petroleum based products are unsuitable;
 - (e) container size (aerosol can 368g).
- E2.17 Item No. 15 – Cleaner / Primer shall be manufactured by Sika, part number (205) with the following salient features:
- (a) is an alcohol solution containing a bond-activating substance for activating bond faces prior to bonding and sealing;
 - (b) manufactured in accordance with ISO 9001 / 14001 quality assurance system;
 - (c) application temperature - 5 - 35°C (40 - 95°F);
 - (d) flash point - 14°C (55°F);
 - (e) container size (one (1) litre can).
- E2.18 Item No. 16 – Penetrating oil BD7-77 plus shall be manufactured by Barnes Distribution., part number (BD1107) with the following salient features:
- (a) Ionized penetrating solvent formula — dissolves rust; speeds disassembly of corroded parts;
 - (b) contains petroleum-oil-based lubricant;
 - (c) blue colored — help identify application quantity; prevents waste;
 - (d) effective temperature from -25°F to 250°F;
 - (e) can be used on steel, brass, aluminum, copper;
 - (f) container size (aerosol can 425g).

- E2.19 Item No. 17 – Premier Rust Inhibitor LPS 3® shall be manufactured by LPS Laboratories, part number (C30316) with the following salient features:
- (a) forms a transparent, soft, waxy film for protection and lubrication ;
 - (b) Inhibits rust and corrosion; protects steel parts indoors ;
 - (c) Does not contain chlorinated solvents or silicone;
 - (d) Nonconductive;
 - (e) container size (aerosol can 312g) with inverta spray valve.
- E2.20 Item No. 18 – Cleaner Brake and Parts shall be manufactured by Wurth, part number (890.9107) with the following salient features:
- (a) high concentrated solvent blend without the use of ozone diminishing or chlorinated solvents;
 - (b) removes dirt and brake dust deposits and brake fluid;
 - (c) flash point - closed cup: -8°C (17.6°F);
 - (d) container size (aerosol can 391g).
- E2.21 Item No. 19 – Industrial Strength Lubricant LPS 2® shall be manufactured by LPS Laboratories, part number (C30216) with the following salient features:
- (a) non-drying, oily film for long lasting lubrication;
 - (b) Loosens rusted and frozen parts;
 - (c) Does not contain chlorinated solvents or silicones;
 - (d) Non-conductive;
 - (e) flash point - ~79°C (175°F) dispensed liquid, Tag-Closed Cup;
 - (f) container size (aerosol can 312g) with inverta spray valve.
- E2.22 Item No. 20 – Presolve® Orange Degreaser shall be manufactured by LPS Laboratories, part number (C01420) with the following salient features
- (a) high performance industrial cleaner which cleans on contact;
 - (b) ideal for removing grease, tars and oils;
 - (c) does not contain chlorinated solvents;
 - (d) flash point above 100°F;
 - (e) non-conductive;
 - (f) container size (aerosol can 425g) with inverta spray valve.
- E2.23 Item No. 21 – Lubricant Silicone HD™ shall be manufactured by CRC Industries Inc., part number (05074) with the following salient features:
- (a) lubricates and eliminates squeaking and binding caused by friction;
 - (b) film is clean, odorless, and highly resistant to water;
 - (c) use on nylon, rubber, metal & non-metal surfaces;
 - (d) flash point - < 0 F Tag-Closed Cap;
 - (e) container size (aerosol can 213g).