



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 101-2011

SUPPLY AND DELIVERY OF FUELS

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY AND DELIVERY OF FUELS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, April 21, 2011.

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 B15.
- 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 B15.1(a).

B6. BID SUBMISSION

- B6.1 The Bid shall consist 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 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 B15.1(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 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 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 and taxes on Form B: Prices shall be as would have been in effect on **March 9, 16, and 23 of 2011** if this Contract had been in effect, for purposes of comparing Bids.
- B8.1.2 Prices on Form B: Prices shall include:
- (a) duty;
 - (b) freight and cartage;
 - (c) Provincial and Federal taxes [except the Goods and Services Tax (GST), 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 A - Delivery Locations:
- (a) Mile 39 - Ross, Manitoba;
 - (b) Mile 64 - Hadashville, Manitoba;
 - (c) U of M Animal Science - Glenlea, Manitoba;
 - (d) 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-ULS, 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.

B9. PRICE ADJUSTMENT MECHANISM

General

- B9.1 The City requires a DAILY price adjustment mechanism.
- B9.2 The Bidder may submit a bid on the basis of:
- (a) Option 1 - Price Index to Crude Oil Price;
 - (b) Option 2 - Price Index to Product Price; or
 - (c) Option 3 - Bidder's Proposed Price Adjustment Mechanism.
- B9.3 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 Mechanisms (or an attachment describing the Bidder's proposed price adjustment mechanism) for each option.
- B9.4 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 Index to Crude Oil Price

- B9.5 If the Bidder is submitting a bid based on Option 1 - Price Index to Crude Oil Price, he shall complete Form N: Price Adjustment Mechanism – Option 1 - Price Index to Crude Oil Price.
- B9.6 Effective each Calendar Day (**DAILY** price adjustments), the fuel price component of each Total Unit Price should be increased or decreased by one ten-thousandth of a dollar per litre (\$0.0001/L).
- B9.7 In addition to any increase or decrease pursuant to B9.6, the fuel price component of each Total Unit Price should 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 Index to Crude Oil Price.
- B9.7.1 If no such price adjustments are identified, it will be interpreted that the Bidder proposes that no adjustments are applicable.
- B9.7.2 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.
- B9.8 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 Index to Product Price

- B9.9 If the Bidder is submitting a bid based on Option 2 - Price Index to Product Price, he shall complete Form N: Price Adjustment Mechanism – Option 2 - Price Index to Product Price.
- B9.10 Effective each Calendar Day (**DAILY** price adjustments), the fuel price component of each Total Unit Price should be increased or decreased by one ten-thousandth of a dollar per litre (\$0.0001/L).

- B9.11 In addition to any increase or decrease pursuant to B9.10, the fuel price component of each Total Unit Price should 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 Index to Product Price.
- B9.11.1 If no such price adjustments are identified, it will be interpreted that the Bidder proposes that no adjustments are applicable.
- B9.11.2 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.
- B9.12 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

- B9.13 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 mechanisms specified above.
- B9.14 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**.
- B9.14.1 If Bidders choose to request a price adjustment mechanism for delivery costs, to be reviewed annually, Bidders must include a **maximum** percent increase per litre that will be used for evaluation purposes only. Adjustments must be based on indices which can be verified through independent sources (i.e., published or posted publicly).
- B9.14.2 Adjustment shall not exceed the maximum stated in accordance with B9.14.1.
- B9.15 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 price adjustments occurring on a regular periodic basis;
 - (d) provide notice to the Contract Administrator at least one (1) Business Day prior to the effective date of each price adjustment; and
 - (e) be determinable, i.e., conditions such as "to be determined" or "to be negotiated" will be determined to be non-responsive.
- B9.16 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.
- B9.16.1 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 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.
- B9.16.2 If quoting rack pricing use **Winnipeg** as the f.o.b. point.
- B9.17 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; 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.

B10.2 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>

B10.3 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);

B10.4 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.

B10.5 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.

B11. OPENING OF BIDS AND RELEASE OF INFORMATION

B11.1 Bids will not be opened publicly.

B11.2 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>

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 Division website at <http://www.winnipeg.ca/matmgt>

B11.4 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.

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 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.
- 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 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 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. NEGOTIATIONS

- B14.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Bid Submission.
- B14.2 The City may negotiate with the Bidders submitting, in the City's opinion, the lowest evaluated Bids. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.
- B14.3 If, in the course of negotiations, the Bidder amends or modifies a Bid after the Submission Deadline, the City may consider the amended Bid as an alternative to the Bid already submitted without releasing the Bidder from the Bid as originally submitted.

B15. EVALUATION OF BIDS

- B15.1 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 B10 (pass/fail);
 - (c) evaluated total Contract amount;

(d) economic analysis of any approved alternative pursuant to B5.

B15.2 Further to B15.1(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.

B15.3 Further to B15.1(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.

B15.4 Further to B15.1(c), the evaluated total Contract amount shall be the sum of the quantities multiplied by the unit prices for each of the three dates in time for each item shown on Form B: Prices and divided by 3 to reach an average for each item.

B15.4.1 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 taxes.

B15.4.2 Notwithstanding D17.1, the City will consider other payment terms. Any additional or reduction in cost to the City will be calculated using an interest rate of 3%. Any additional cost or reduction in cost will be taken into consideration when evaluating total Contract amount.

B15.5 This Contract will be awarded as a whole.

B16. AWARD OF CONTRACT

B16.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B16.2 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.

B16.2.1 Without limiting the generality of B16.2, 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.

B16.3 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 B15.

B16.3.1 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.

B16.4 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.

B16.5 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 of Goods* (Revision 2008 05 26) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Supply 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 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 the Supply and Delivery of diesel fuel, furnace fuel and gasoline for the period from January 1, 2012 until December 31, 2014, with the option of one (1) mutually agreed upon two (2) year extension.

D2.1.1 The City may negotiate the extension option with the Contractor within one-hundred and twenty (120) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on January 1 of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

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.

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 C7 of the General Conditions.

D2.4 Further to C7 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 one-hundred and twenty (120) 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 C7.5 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 (will not be in for the near future);
 - (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 B16.
- 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 C7.5 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) " **CAN/CGSB**" designates a standard published by the Canadian General Standards Board.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Corinne Evason
Policy, Process Analyst Trainer
Main floor, 185 King Street
Telephone No.: (204) 986-8034
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 facsimile number:

The City of Winnipeg
Chief Financial Officer
Facsimile No.: (204) 949-1174

D6. INDEMNITY

D6.1 Notwithstanding C15.1, the Contractor should save harmless and indemnify the City in the amount of two million dollars (\$2,000,000), plus a minimum of twice the Contract value against all costs, damages or expenses arising from actions, claims, demands and proceedings.

D6.2 If the Bid is silent as to indemnification, the Contractor shall be deemed to have agreed to indemnify the City as provided in C15.

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 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.

D8. INSURANCE

D8.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;

- (b) automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00), to remain in place at all times during the performance of the Work;

D8.2 Deductibles shall be borne by the Contractor.

D8.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in C4 for the return of the executed Contract.

D8.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D8.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

D9. MATERIAL SAFETY DATA SHEETS

D9.1 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.

D9.2 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

D10. COMMENCEMENT

D10.1 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.

D10.2 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 D7;
 - (ii) evidence of the workers compensation coverage specified in C6.16;
 - (iii) evidence of the insurance specified in D8;
 - (iv) the Material Safety Data Sheets specified in D9.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D11. DELIVERY

General

D11.1 Except as hereinafter specified, delivery shall be on an "as required" basis, during the term of the Contract, f.o.b. destination, freight prepaid into bulk tanks at various locations.

D11.1.1 Delivery on an "as required" basis shall be within two (2) Calendar Days of the placing of an order, unless otherwise allowed by the User at the time of ordering.

"Keep Filled" Locations

D11.2 Delivery to some locations shall consist of delivery on a "keep filled" basis.

- D11.2.1 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.
- D11.2.2 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

- D11.3 Table A of these Supplemental Conditions, 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.
- D11.4 The best time for Transit deliveries are between 10AM to 6PM and 8PM to 1AM.

Mobile Fuel Tender

- D11.5 Delivery of portions of Item No. 2 - Diesel fuel, Type B-ULS, marked for the Fire Paramedic Service Department mobile fuel tender shall consist of loading of fuel into the tender at the Contractor's facility.
- D11.5.1 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.
- D11.5.2 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.

D12. ORDERS

- D12.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number 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 records within thirty (30) Calendar Days from the date of the request.
- D13.3.1 At the end of each year a special summary is required of all fuel delivered by location and broken up by fuel types from the previous twelve month period by the end of January in Microsoft Excel format.

MEASUREMENT AND PAYMENT

D14. MEASUREMENT

- D14.1 Fuel shall be measured for payment based on volume corrected to fifteen degrees Celsius (15°C).
- D14.2 Fuel may be measured by mass or weight converted to volume, or by metered volume.

D15. PRICE ADJUSTMENTS

Fuel Prices

- D15.1 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).
- D15.2 The Contractor shall notify the Contract Administrator in writing, of any fuel price adjustment at least one (1) Business Day prior to:
- (a) the commencement of the Contract; and
 - (b) the effective date of each subsequent price adjustment.
- D15.3 The Contractor shall, upon request, supply evidence, satisfactory to the Contract Administrator, of the price indices upon which adjustments are based.

Taxes

- D15.4 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.

D16. INVOICES

- D16.1 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
- D16.2 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.
- D16.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D16.4 Bids Submissions must be submitted to the address in B6.5

D17. PAYMENT

D17.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D17.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D18. WARRANTY

D18.1 Warranty is as stated in C11.

TABLE A – DELIVERY LOCATIONS

		Storage Tank Capacity (litres)	Approximate Annual Quantity (litres)
ITEM NO. 1 - DIESEL FUEL, TYPE B-ULS			
PUBLIC WORKS DEPARTMENT			
Insect Control	3 Grey St.	1 – 10,000	23,833
FLEET MANAGEMENT AGENCY (See Note 1)			
	2546 McPhillips St.	1 – 30,000	311,971
	849 Ravelston Ave. W.	1 – 22,970	206,872
	552 Plinguet St.	1 – 25,347	608,914
	1539 Waverley St.	1 – 30,000	536,071
	735 Assiniboine Park Dr.	1 – 30,000	189,496
	1220 Pacific Avenue	1 – 30,000	532,791
TRANSIT DEPARTMENT (See Note 2)			
Fort Rouge Garage	421 Osborne St.	3 – 50,280	12,496,014
Carruthers Garage	1520 Main St.	1 – 50,280	3,622,993
WATER & WASTE DEPARTMENT			
G.W.W.D. Railway	598 Plinguet St.	1 – 25,000	70,771
Water Treatment Plant	Lot 57082, Provincial Road	2 – 50,000	263,164
LOUIS RIEL SCHOOL DIVISION			
	900 St. Mary's Rd..	1 – 9,400	81,034
RIVER EAST TRANSCONA SCHOOL DIVISION			
	2057 Camsell Ave.	1 – 25,000	395,539
		1 – 10,000	
ST. JAMES ASSINIBOIA SCHOOL DIVISION			
	638 Moray St.	1 – 5,700	59,237
SUNRISE SCHOOL DIVISION			
	851 Cedar Ave., Oakbank MB	1 – 25,000	167,996
UNIVERSITY OF MANITOBA			
Fort Garry Campus	89 Freedman Cr.	1 – 15,000	87,408
Fort Garry Campus	Plant Science	1 – 1,350	4,984

NOTE 1:

All locations have a turning radius to allow fuel tankers.

NOTE 2

All diesel fill connections are 3" kamlock couplings and the gasoline fill connection is a 2" kamlock coupling.

		Storage Tank Capacity (litres)	Approximate Annual Quantity (litres)
ITEM NO. 2 - DIESEL FUEL, TYPE B-ULS, MARKED			
FIRE PARAMEDIC SERVICE DEPARTMENT			
Mobile fuel tender	Pick up at terminal	1 – 6,000	3,050
FLEET MANAGEMENT AGENCY (See Note 1)			
	2546 McPhillips St.	1 – 20,000	189,197
	849 Ravelston Ave. W.	1 – 22,970	138,738
	552 Plinguet St.	1 – 4,546	154,210
	1539 Waverley St.	1 – 20,000	292,545
	735 Assiniboine Park Dr.	1 – 20,000	130,210
	1220 Pacific	1 – 20,000	413,737
Brady Road Landfill		1 – 4,280	161,502
PLANNING, PROPERTY & DEVELOPMENT DEPARTMENT			
Brookside Cemetery	3001 Notre Dame Ave.	1 – 2,300	28,165
St. Vital Cemetery	236 River Rd.	1 – 2,300	7,069
Crescent Drive Golf Course	781 Crescent Dr.	1 – 2,500	2,200
Harbour View Golf Course	1867 Springfield Rd.	1 – 1,275	2,266
Kildonan Park Golf Course	2021 Main Street	1 – 2,048	5,792
Windsor Park Golf Course	10 rue Des Meurons	1 – 1,275	6,790
UNIVERSITY OF MANITOBA			
Animal Science	Glenlea MB	2 – 2,275	30,234

NOTE 1:

All locations have a turning radius to allow fuel tankers.

		Storage Tank Capacity (litres)	Approximate Annual Quantity (litres)
ITEM NO. 3 – DIESEL FUEL, LOCOMOTIVE WATER & WASTE DEPARTMENT			
Mile 39	Ross MB	1 – 4,500	20,775
Mile 64	Hadashville MB	1 – 2,300	17,100

		Storage Tank Capacity (litres)	Approximate Annual Quantity (litres)
ITEM NO. 4 - FURNACE FUEL, TYPE 2			
WATER & WASTE DEPARTMENT			
Sewer Dept Car Wash	Door 27, 552 Plinquet	1 - 200	496
Brady Road Landfill		1 - 1,125	8,217
UNIVERSITY OF MANITOBA			
Fort Garry Campus	89 Freedman Cr. (See Note 1)	4 - 50,000	537,240
Delta Marsh Field Station	Portage La Prairie, MB	1 - 1,900	4,763

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)
ITEM NO. 5 – GASOLINE, UNLEADED REGULAR			
PUBLIC WORKS DEPARTMENT			
Insect Control	3 Grey St.	1 – 10,000	76,429
FLEET MANAGEMENT AGENCY (See Note 1)			
	2546 McPhillips St.	1 – 50,000	682,470
	849 Ravelston Ave. W.	2 – 22,970	387,551
	552 Plinguet St.	1 – 25,347	513,702
	1539 Waverley St.	1 – 50,000	614,830
	735 Assiniboine Park Dr.	1 – 50,000	411,620
	1220 Pacific	1 – 50,000	1,201,996
PLANNING, PROPERTY & DEVELOPMENT DEPARTMENT			
Brookside Cemetery	3001 Notre Dame Ave.	1 – 2,300	17,397
Kildonan Golf Course	2021 Main St.	1 – 1,206	6,202
Windsor Park Golf Course	10 rue Des Meurons	1 – 1,275	7,141
Crescent Drive Gold Course	781 Crescent Drive	1 – 1,275	2,289
TRANSIT DEPARTMENT			
Fort Rouge Garage	421 Osborne St.	1 – 4,500	160,284
WATER & WASTE DEPARTMENT			
G.W.W.D. Railway	598 Plinguet St.	1 – 4,500	13,397
G.W.W.D. Railway	598 Plinguet St.(onto rail car)	1 – 1,200	8,766
Mile 39	Ross MB	1 – 2,300	5,096
Mile 64	Hadashville MB	1 – 2,300	13,353
ST. JAMES ASSINIBOIA SCHOOL DIVISION			
	638 Moray St.	1 – 3,500	26,881
UNIVERSITY OF MANITOBA			
Fort Garry Campus	89 Freedman Cr.	1 – 15,000	114,662
Delta Marsh Field Station	Portage La Prairie, MB	1 – 1,300	9,178
Fort Garry Campus	Plant Science	1 - 950	

NOTE 1

All locations have a turning radius to allow fuel tankers.

		Storage Tank Capacity (litres)	Approximate Annual Quantity (litres)
ITEM NO. 6 - GASOLINE, UNLEADED REGULAR, MARKED			
UNIVERSITY OF MANITOBA			
Animal Science	Glenlea MB	2 – 2,250	15,223

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 diesel fuel, furnace fuel and gasoline in accordance with the requirements hereinafter specified.
- E2.2 Item No. 1 – Diesel fuel, Type B- ULS shall be diesel fuel meeting the requirements of National Standard of Canada CAN/CGSB 3.5.17-2007 – Automotive Ultra Low-Sulphur Diesel Fuel, and all Amendments thereto. Further to paragraph 8.1 of said Standard, the fuel shall be Type B – ULS and Low-temperature Flow Properties shall be in accordance with paragraph 6.1.1 of said Standard. Diesel fuel, Type B – ULS containing Biodiesel must meet the requirements of National Standard of Canada CAN/CGSB 3.520-2005. Further to paragraph 8.1 of said Standard, the fuel shall be Type B – ULS and Low-temperature Flow Properties shall be in accordance with paragraph 6.6.1 of said Standard.
- E2.3 Item No. 2 - Diesel fuel, Type B-ULS, marked shall be diesel fuel meeting the requirements of National Standard of Canada CAN/CGSB 3.517-2007 - Automotive Ultra Low-Sulphur Diesel Fuel, and all Amendments thereto. Further to paragraph 8.1 of said Standard, the fuel shall be 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). Diesel fuel, Type B – ULS, marked containing Biodiesel must meet the requirements of National Standard of Canada CAN/CGSB 3.520-2005. Further to paragraph 8.1 of said Standard, the fuel shall be Type B – ULS and Low-temperature Flow Properties shall be in accordance with paragraph 6.6.1 of said Standard.
- E2.4 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).
- E2.5 Item No. 4 - Furnace fuel, Type 2 shall be fuel meeting the requirements of National Standard of Canada CAN/CGSB 3.2-2007 - 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.
- E2.6 Item No. 5 - Gasoline, unleaded regular shall be gasoline meeting the requirements of National Standard of Canada CAN/CGSB 3.511-2005 - Oxygenated Unleaded Automotive Gasoline Containing Ethanol, and all Amendments thereto. Further to paragraph 10.1 of said Standard, the gasoline shall be Grade 1 (Regular), and Volatility Class shall be in accordance with Table 2B of said Standard.
- E2.7 Item No. 6 - Gasoline, unleaded regular, marked shall be gasoline meeting the requirements of National Standard of Canada CAN/CGSB 3.511-2005 - Oxygenated Unleaded Automotive Gasoline Containing Ethanol, and all Amendments thereto. Further to paragraph 10.1 of said Standard, the gasoline shall be Grade 1 (Regular), and Volatility 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).

E3. TESTING

- E3.1 Further to C9 of the General Conditions, the City may test samples of the fuel supplied for conformance to the Specifications.
- E3.2 Further to C9 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.

E4. REGULATIONS

- E4.1 The Contractor shall comply with all Federal, Provincial and Municipal regulations pertaining to diesel fuel, furnace fuel and gasoline that may change throughout the term of the Contract.

E5. ENVIRONMENTAL CLEAN UP

- E5.1 The Contractor is responsible for the immediate cleanup of any spillage or leakage which occurs during the transporting of materials. In the event the City is forced to cleanup such spillage or leakage, all costs in this regard will be charged to the contractor and deducted from payment.