



OFFER OF  
**SURPLUS  
GOODS**

**SUBMISSION DEADLINE: 4:00 P.M. WINNIPEG TIME, MAY 15, 2015**

If your company name and address are not correctly shown below, please enter or correct it before submitting your Bid.

CONTRACTS OFFICER: :Rachel Eccles  
TELEPHONE NO. 204-986-2451

The City invites offers to purchase surplus:

**Waste Oil, Lubricants, Solvents, and Related Materials**

as listed on the attached Form B: Prices.

**THE BID SUBMISSION MUST INCLUDE THIS PAGE (COMPLETED AND SIGNED)**

**TERMS AND CONDITIONS ATTACHED APPLY EXCEPT AS  
SUPERSEDED ABOVE OR BY SPECIFICATIONS (IF ANY) ATTACHED.**

**Bidder Name:** (print) \_\_\_\_\_

**Contact Person:** (print) \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Facsimile Number:** \_\_\_\_\_

RETURN TO:

**THE CITY OF WINNIPEG 384-2015  
CORPORATE FINANCE DEPARTMENT  
MATERIALS MANAGEMENT DIVISION  
185 KING ST MAIN FLOOR  
WINNIPEG MB R3B 1J1**

The Bidder hereby offers to perform the Work in accordance with the Contract for the price(s), in Canadian funds, set out in this Bid.

The Bidder agrees that the Offer of Surplus Goods in its entirety shall be deemed to be incorporated in and to form a part of this offer notwithstanding that not all parts thereof are necessarily attached to or accompany this Bid.

The Bidder certifies that the following addenda have been received and agrees that they shall be deemed to form a part of the Contract.

No. 1  No. 2  No. 3  No. 4

This offer shall be open for acceptance, binding and irrevocable for a period of thirty (30) days following the Submission Deadline.

**Signature:** \_\_\_\_\_

## TERMS AND CONDITIONS – SURPLUS GOODS

### 1. BIDDING PROCEDURES

- 1.1 The Bid must be submitted on the forms provided, with all required entries made clearly in ink.
- 1.2 If the Bidder finds discrepancies or omissions in the Offer of Surplus Goods for Sale or any part thereof, or is unsure of the meaning or intent thereof, he shall notify the Contracts Officer. The Contracts Officer will, if he deems it necessary, issue addenda to all Bidders. The Bidder is advised to direct all enquiries or comments to the Contracts Officer at least five (5) business days prior to the Submission Deadline to allow time for the preparation and distribution of necessary addenda.
- 1.3 The Bidder is responsible for inspecting the goods, the nature of the Work to be done and all conditions that might affect his/her Bid or his/her performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection.
- 1.4 The Bid must be submitted enclosed and sealed in an envelope clearly marked with the RFQ Number and the Bidder's name and address. Each envelope must contain only the Bid for one Offer of Surplus Goods for Sale.
- 1.5 The Bid must be submitted to the Materials Management Division at the address specified no later than the Submission Deadline specified. Bids received after the Submission Deadline will not be considered.
- 1.6 The Bid may be withdrawn without penalty at any time prior to the Submission Deadline.
- 1.7 The Bid shall be open for acceptance, binding and irrevocable for the period of time specified on the cover page. A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the City considers appropriate in the circumstances.
- 1.8 The City may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The City may reject all or any part of any Bid or waive technical requirements if the interests of the City so require. The City may reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified. A responsible and qualified Bidder is one that meets the qualifications specified and is not suspended, debarred or in default under any contract with the City.
- 1.9 Where the Contract is proposed in separate sections or with alternatives, the City shall have the right to award any section separately or to choose any alternative which is in its best interests.
- 1.10 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. Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the highest evaluated responsive Bid.
- 1.11 The Contracts Officer will give notice of the award of the Contract to the successful Bidder, or will give notice that no award will be made.
- 1.12 The Offer of Surplus Goods for Sale, including but not limited to the specifications, drawings and addenda, and the Contractor's Bid shall be deemed to be incorporated in and to form a part of the Contract notwithstanding that they are not necessarily attached to or accompany the written notice of award of Contract.
- 1.13 The name of the successful Bidder and the Contract amount will be made available, upon request, to Bidders only after award of Contract.

### 2. SCOPE OF WORK

- 2.1 The Work to be done under this Contract shall consist of the purchase and removal of surplus goods, and the provision of ancillary services in accordance with applicable specifications, drawings and addenda.
  - 2.2 The Contractor shall provide and pay for all materials, labour, equipment, tools, utilities, licenses and fees necessary to complete the Work.
- ### 3. GOODS
- 3.1 All goods are sold on an "as is, where is" basis and the City makes no representation or warranty with respect to the fitness, merchantability, suitability or durability of any of the goods for any purpose.
  - 3.2 The Contractor shall remove the goods within seven (7) days of notification by the City that his/her offer has been accepted.
  - 3.3 The Contractor shall inspect the goods at the time of pick up. The City shall not be responsible for any damage, defect or deterioration of the goods purported to have occurred after any prior inspection by the Contractor unless such damage, defect or deterioration is identified at the time of pick up by the Contractor.

### 4. ASSIGNMENT

- 4.1 The Contractor shall not assign the Contract without the prior written approval of the City.

### 5. SUBCONTRACTING

- 5.1 If the Contractor subcontracts any portion of the Work, he/she shall:
  - a) employ only Subcontractors who have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, or who are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
  - b) enter into contracts or written agreements with his/her Subcontractors to require them to perform their work in complete conformance with and subject to the terms and conditions of the Contract; and
  - c) be as fully responsible to the City for acts and omissions of his/her Subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by him.

### 6. INDEMNITY

- 6.1 The Contractor shall save harmless and indemnify the City for twice the contract price plus two million dollars, unless specifically stated otherwise in the contract documents, against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of acts or omissions of the Contractor, his/her subcontractors, employees or agents in the performance or purported performance of the Work, and more particularly from:
  - a) accidental injury to or death of any person whether retained by or in the employ of the Contractor or not, arising directly or indirectly by reason of the performance of the Work, or by reason of any trespass on or damage to property;
  - b) damage to any property owned in whole or in part by the City, or which the City by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
  - c) damage to, or trespass or encroachment upon, property owned by persons other than the City;
  - d) failure to pay a workers compensation assessment, or federal or provincial taxes;
  - e) unauthorized use of any design, device, material or process covered by letters patent, copyright, trademark or trade name in connection with the Work;
  - f) inaccuracies in any information provided to the City by the Contractor.
- 6.2 The City has the right, acting reasonably and upon notice to the Contractor, to settle any such action, proceeding, claim or demand and charge the Contractor with the amount so paid or to be paid in effecting a settlement.

- 6.3 The Contractor shall pay to the City the value of all legal fees and disbursements required to settle any such claim or to defend the City against any such claim, action, proceeding, claim or demand notwithstanding that the settlement or defence of the said action, proceeding, claim or demand was undertaken on behalf of the City by a salaried employee of the City.

- 6.4 If the Contractor fails to make any payment required to be made to the City hereunder, the City shall be entitled to deduct the amount of such payment from any payment required to be made by the City to the Contractor under the Contract or take whatever other remedies against the Contractor that the City may have at law.

### 7. EVENTS OF DEFAULT

- 7.1 An event of default will be deemed to have occurred if the Contractor:
  - a) abandons the Work; or
  - b) is adjudged bankrupt or files for bankruptcy, becomes insolvent, makes a general assignment for the benefit of his/her creditors, or has a receiver or liquidator appointed in respect of his/her assets; or
  - c) in the judgment of the City, is not performing or has not been performing the Work, or any part thereof, in a sound and workmanlike manner and in all respects in strict conformity with the Contract; or
  - d) in the judgment of the City, is not progressing continuously with the Work or any part thereof, and in such a manner as to ensure the completion of the Work or any part thereof, in accordance with the work schedule; or
  - e) fails to remedy any defective or deficient; or
  - f) fails to make prompt payment to his/her subcontractors, his/her employees or on account of the purchase or rental of equipment or material; or
  - g) fails to comply with any laws, by-laws or statutory regulations; or
  - h) fails to submit any schedules, documents or information required by the Contract; or
  - i) refuses or neglects to comply with an order given by the City;
  - j) commits any other breach of the Contract.
- 7.2 Any provision of the Contract may be waived only by express waiver in writing by the City. No express waiver of any provision shall imply the waiver of any other provision.
- 7.3 If an event of default has occurred, the City may do any one or more of the following:
  - a) withhold or retain the whole or part of the goods;
  - b) take the whole of the Work, or any part or parts thereof out of the hands of the Contractor;
  - c) demand payment for any amount owed to the City.

- 7.4 The duties and obligations imposed upon the Contractor by the Contract and the rights and remedies available to the City hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed upon the Contractor or available to the City at law.

### 8. PRICES AND PAYMENT

- 8.1 Prices bid shall not include Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST or PST) which shall be extra where applicable.
- 8.2 If the Contractor claims Manitoba Retail Sales Tax exemption for goods purchased for resale, he/she must provide his/her vendor registration number at the time of payment.
- 8.3 If the Contractor claims a conditional Manitoba Retail Sales Tax exemption, he/she must provide a purchase exemption certificate and, where applicable, his/her licence number at the time of payment.
- 8.4 Payment in full must be made in the form of a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, before goods are released. Some City facilities are not able to process cash transactions and the City reserves the right to refuse payment in the form of cash.

**FORM B(R1): PRICES**

**UNIT PRICES**

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. 3 year QUANTITY	UNIT PRICE	AMOUNT
1.	Removal of Used Oil (Motor Oil, Transmission Fluid, Power Steering Fluid, Gear Oil, Hydraulic Fluid, etc.)	3.1(a); 3.2	Litres	468,655		
2.	Removal of Mixed Motor Petroleum Products (Gasoline, Diesel)	3.1(b) 3.2	Litres	1,005		
3.	Removal of Paint Solvents (Paint, Paint Thinner, Solvent, etc.)	3.1(c) 3.2	Litres	1,950		
4.	Removal of Glycol and Water (Anti-Freeze)	3.1(d) 3.2	Litres	12,685		
5.	Removal of Paint Gun Solvent (gunwash)	3.1(e) 3.2	Litres	3,690		
6.	Removal of Used Oil Filters (any size)	3.1(f) 3.2	KG	47,653		
7.	Removal of Plastics	3.1(g) 3.2	KG	22,708		
8.	Removal of Aerosol Containers	3.1(h) 3.2	Drum	112		
9.	Removal of Waste Oily Rags	3.1(i) 3.2	Drum	77		
10.	Removal of Waste Oily Floor Dry Absorbent	3.1(j) 3.2	Drum	70		

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Name of Bidder