



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 454-2014**

**SUPPLY AND DELIVERY OF FERRIC CHLORIDE / POLY ALUMINUM CHLORIDE**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 SUPPLY AND DELIVERY OF FERRIC CHLORIDE / POLY ALUMINUM CHLORIDE

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, June 3, 2014.

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. CONFIDENTIALITY**

B4.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

### **B5. ADDENDA**

B5.1 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.

- B5.2 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.
- B5.2.1 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>
- B5.2.2 The Bidder is responsible for ensuring that he/she 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.
- B5.3 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.

## **B6. SUBSTITUTES**

- B6.1 The Work is based on the materials, equipment, methods and products specified in the Bid Opportunity.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 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.
- B6.4 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.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her 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.
- B6.6 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.
- B6.6.1 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/she wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.

- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B14.
- B6.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B6.10 Notwithstanding B6.2 to B6.9, and in accordance with B7.7, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B14.1(a).

## **B7. BID SUBMISSION**

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
  - (b) Form B: Prices;
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 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.
- B7.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.5 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
- B7.5.1 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.
- B7.6 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.7 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 B14.1(a).
- B7.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204- 949-1178.
- B7.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B7.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

## **B8. BID**

- B8.1 The Bidder shall complete Form A: Bid, making all required entries.

- B8.2 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/her own name, his/her 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/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 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.
- B8.4 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/her 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/her 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.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- B8.5 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.

## **B9. PRICES**

- B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B9.1.1 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.
- B9.1.2 Prices on Form B: Prices shall not include Environmental Handling Charges (EHC) or fees, which shall be extra where applicable.
- B9.2 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.
- B9.3 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.

## **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);
- (d) provide proof satisfactory to the Contract Administrator the Security Clearances as identified in PART F - .

### **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/her 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/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

## **B14. EVALUATION OF BIDS**

- B14.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation therefrom (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
  - (c) Bid Price;
  - (d) economic analysis of any approved alternative pursuant to B6.
  - (e) costs to the City of administering multiple contracts.
- B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B14.3 Further to B14.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.
- B14.4 Further to B14.1(c), the Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

- B14.5 This Contract may be awarded as a whole (Alternative 1) or separately by item (Alternative 2) as identified on Form B: Prices.
- B14.5.1 Notwithstanding B9.1, the Bidder may, but is not required to, bid on both alternatives, or on any one or more items in Alternative 2.
- B14.5.2 Notwithstanding B15.3, the City shall not be obligated to award any item to the responsible Bidder submitting the lowest evaluated responsive Bid for that item and shall have the right to choose the alternative which is in its best interests. If the Bidder has not bid on both alternatives or on all items in Alternative 2, he/she shall have no claim against the City if his/her partial Bid is rejected in favour of an award of the Contract on the basis of an alternative or item upon which he/she has not bid.

## **B15. AWARD OF CONTRACT**

- B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B15.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B15.2.1 Without limiting the generality of B15.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
  - (d) only one Bid is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B14.
- B15.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.
- B15.4 Notwithstanding C4 and Paragraph 6 of Form A:Bid, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B15.5 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](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 ferric chloride / poly aluminum chloride (PAC) chemicals for the period from July 1, 2014 until June 30, 2015, with the option of four (4) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within ninety (90) 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 July 1st 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.

#### **D3. CONTRACT ADMINISTRATOR**

D3.1 The Contract Administrator is:

Dan DeCraene  
Wastewater Contracts Supervisor

Telephone No.: 204- 986-4797

Facsimile No.: 204- 986-4809 Email: [dandecraene@winnipeg.ca](mailto:dandecraene@winnipeg.ca)

#### **D4. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

D4.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D4.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D4.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

(a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;

(b) the Contract, all deliverables produced or developed; and

(c) any statement of fact or opinion regarding any aspect of the Contract.

D4.4 A Contractor who violates any provision of D4 may be determined to be in breach of Contract.

## **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

## **SUBMISSIONS**

### **D6. AUTHORITY TO CARRY ON BUSINESS**

D6.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

### **D7. INSURANCE**

D7.1 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) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.

D7.2 Deductibles shall be borne by the Contractor.

D7.3 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.

D7.4 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.

D7.5 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.

### **D8. MATERIAL SAFETY DATA SHEETS**

D8.1 The Contractor shall provide the Contract Administrator with one (1) copy of Material Safety Data Sheets (MSDS's) for each product to be supplied under the Contract at least two (2) Business Days prior to the commencement of Work but in no event later than seven (7) Calendar Days from notification of the award of Contract.

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

## SCHEDULE OF WORK

### D9. COMMENCEMENT

- D9.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D9.2 The Contractor shall not commence any Work until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D6;
    - (ii) evidence of the workers compensation coverage specified in C6.16;
    - (iii) evidence of the insurance specified in D7; and
    - (iv) the Material Safety Data Sheets specified in D8.
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

### D10. DELIVERY

- D10.1 Goods shall be delivered on an "as required" basis during the term of the Contract, f.o.b. destination, freight prepaid, to:  
West End Water Pollution Control Centre (WEWPCC)  
7740 Wilkes Avenue  
Headingly MB
- D10.1.1 Goods shall be delivered within seven (7) Calendar Day(s) of the placing of an order, unless otherwise allowed by the User at the time of ordering.
- D10.2 The Contractor shall confirm each delivery with the Contract Administrator or his/her designate, at least two (2) Business Days before delivery.
- D10.3 Goods shall be delivered between 8:00 a.m. and 1:00 p.m. on Business Days.
- D10.4 The ferric chloride / poly aluminum chloride shall be loaded at a temperature such that the temperature will not drop to below the crystallization point during transportation in cold weather.
- D10.5 The WEWPCC is equipped to receive deliveries of ferric chloride / poly aluminum chloride at the Sludge Truck Bay.
- D10.5.1 Bidders are advised that the Sludge Truck Bay is used primarily for the loading of sewage sludge. The Contractor must arrange and carry on his Work so as not to conflict with any work being carried on by other contractors or by the City's employees.
- D10.5.2 Further to D10.5.1, the Contract Administrator may assign specific days and times during which delivery of ferric chloride / poly aluminum chloride is permitted. The Contract Administrator may, from time to time, adjust the assigned days and times to meet operational requirements.
- D10.6 The Driver shall unload liquid ferric chloride / poly aluminum chloride (PAC) from trucks to the City's storage tank with the assistance of an WEWPCC Operator.
- D10.7 Each truck shall be equipped with its own unloading system (typically air padding) which is manually controlled by the Driver.
- D10.7.1 The City will provide a sixty-five millimetre (65) mm diameter connection to receive the ferric chloride / poly aluminum chloride (PAC). The City will provide either a four-bolt PVC flange or a Cam lock connector at the Contractor choice.
- D10.8 The Contractor shall provide trucks equipped with any additional equipment required, including but not limited to:

- (a) chemical hoses suitable to connect to the City's chemical unloading line;
- (b) straps or other securing devices to fasten the chemical port to prevent blow-out.

D10.9 Unloading shall be in accordance with the Contractor's procedures. The following procedure is intended to identify minimum requirements and to outline responsibility for tasks:

- (a) Upon arrival of the tanker truck at the site, the Driver shall provide his own appropriate Personal Protective Equipment and confirm that the truck bay ventilation system is operational.
- (b) The Operator will confirm the weight of product being delivered. The Specific Gravity (SG) of the ferric chloride / poly aluminum chloride should be stated on the Certificate of Analysis provided by the Driver.
- (c) The Driver should provide written documentation that the supplier has determined, checked and documented the volume in the tanker truck by manual measurement.
- (d) The Operator will calculate the volume being delivered and ensure that it is in agreement with the documentation provided. Do not unload the tanker truck until the volume in the truck is confirmed.
- (e) The Operator manually verifies the storage tank level to ensure there is enough capacity to accept the contents of the tanker.
- (f) The Driver ensures that the unloading point containment vessel is in place.
- (g) The Driver will manually connect the transfer hose to the truck.
- (h) The Driver will manually connect the plant airline and check the pressure setting.
- (i) The Driver will manually open the truck mounted isolation valve(s) for the liquid line.
- (j) The Operator will open the two unloading line isolation valves and ensure that the drain valve is closed.
- (k) The Operator will ensure that the area surrounding the tank vent discharge line is kept clear during the unloading.
- (l) The Driver starts the unloading blower to initiate the unloading. Alternately, connect and use the plant air supply line to the tanker so that the vehicle engine may be shut down during unloading.
- (m) The Operator will ensure that the air supply line pressure is set as directed by the Driver.
- (n) The Operator will monitor the discharge line and storage tank for leaks during unloading.
- (o) The Driver will terminate unloading by stopping the unloading blower.
- (p) After all air pressure has been vented from the tanker and storage tank, the Driver will isolate the discharge hose.
- (q) The Operator will close the transfer line isolation valves.
- (r) The Driver will disconnect the air and liquid lines ensuring that any drips are collected in the containment vessel.
- (s) In the event that a tank high level alarm occurs during unloading, a high level warning alarm light and horn will occur at the unloading station in the truck bay. If this occurs the transfer should be stopped immediately until the problem can be corrected. If the problem(s) can be rectified, the isolation valves can be re-opened by the Operator and unloading continued.
- (t) If the unloading must be terminated prematurely for any reason, care must be taken by the Driver to safely drain the transfer hose and piping to the containment areas and dispose of the chemical by approved means.

D10.10 The route(s) to be used by the Contractor to transport the chemicals to the WEWPCC are shown on Drawing No. S-373. The Contractor shall be limited to transporting the chemicals on PTH 101 (Perimeter Highway).

## **D11. LIQUIDATED DAMAGES**

- D11.1 In the event the Contractor is unable to deliver the required chemicals within the time period specified in D10.1.1
- D11.2 The City will immediately take whatever steps are necessary to obtain the chemicals. Further to C17.4 (c) additional costs in this regard will be charged to the Contractor and deducted from his payment.

## **D12. DAMAGE TO CITY PROPERTY**

- D12.1 Any damage caused by the Contractor at any of the WPCC property will be repaired by the City and the cost will be deducted from the monthly progress payments.

## **D13. ORDERS**

- D13.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

## **D14. ENVIRONMENTAL CLEAN UP**

- D14.1 The Contractor is responsible for the immediate clean-up of **any** spillage of chemicals. In the event the City is forced to clean-up spillage, all costs in this regard will be charged to the Contractor and deducted from his payment for work actually done.
- D14.2 The Contractor is responsible for the immediate clean-up of **any** spillage or leakage which occurs during the transporting of materials. In the event the City is forced to clean-up such spillage or leakage, all costs in this regard will be charged to the contractor and deducted from his payment for work actually done.

## **D15. ENVIRONMENTAL PRESERVATION AND COMPLIANCE**

- D15.1 Working on behalf of Wastewater Services, your performance during all contracted obligations is critical to our commitment to protect the environment and comply with all environmental legislation.
- D15.2 Without limiting or otherwise affecting the generality or application of any other term or condition of the Contract, you shall, at no additional cost to the Wastewater Services Division:
- (a) strictly comply with all applicable environmental laws and regulations and have suitable corrective and/or preventive measures in place to address any previous environmental warnings, fines or convictions;
  - (b) do or cause to be done all things required or ordered, and shall bear all costs and expenses for same, to mitigate environmental damage caused, directly or indirectly, by itself or by its servants, agents, employees or subcontractors, accidentally or as a result of practices that are or may be in contravention of the Contract or any environmental laws or regulations, or to prevent any or all of the same;
  - (c) ensure that all persons engaged in the performance of the Work and the Contract shall not dispose of oil or waste materials in any way which might cause pollution of land, water, lakes, rivers, streams;
  - (d) ensure that all persons engaged in the performance of the Work and the Contract shall follow any Safe Work Procedures provided by the contract administrator;
  - (e) ensure the Work, and all work sites are clean and free from fire hazards and other hazards, accumulations of waste materials, rubbish and debris;
  - (f) create as little waste as reasonably possible during the course of the Work and handle all waste created in the course of the Work in an environmentally preferable, and legal, manner;

- (g) in respect of the Work, use all resources as efficiently and reasonably possible;
- (h) the person who is responsible for a spill or who has custody and control of the substances involved in a spill must **immediately** notify the designated official (see contact list below), and must provide all information about the spill, including:
  - (i) the date and time of the spill;
  - (ii) the content and quantity of the spill;
  - (iii) the location of the spill;
  - (iv) the cause and nature of the spill;
  - (v) the action completed and any work still in progress to mitigate the spill;
  - (vi) the name and contact information of the person reporting the spill.
- (i) the person who is responsible for a spill or who has custody and control of the substances involved in a spill must notify all appropriate regulatory agencies e.g. Environment Canada, Manitoba Conservation as required by law;
- (j) if a spill poses an immediate danger to human health or safety, property or the environment, the person responsible for the spill or who has custody and control of the substances involved in a spill must call 911 to report the spill;
- (k) the person who is responsible for a spill or who has custody and control of the substances involved in a spill must take all reasonable measures to:
  - (i) contain the spill;
  - (ii) reduce the risk of harm to human health and safety, property, and the environment;
  - (iii) clean up the spill and contaminated residue and dispose of spill material appropriately, and
  - (iv) restore the affected area to its condition before the spill.
- (l) the person who is responsible for a spill or who has custody and control of the substances involved in a spill must submit a written report to the Purchaser within five working days of the spill, containing information required to determine:
  - (i) information required in D15.2(h); and
  - (ii) actions necessary to reduce the effect of the spill and to prevent future spills.

### CONTACT LIST

Environment Canada 204-981-7111

Manitoba Conservation 204-945-4888

Wastewater Services Division (normal work hours)

Wastewater treatment plant issue:

Supervisor for NEWPCC: 204-986-4845

Supervisor for SEWPCC: 204-986-6159

Supervisor for WWPCC: 204-986-5220

Collection System issue:

Superintendent of Wastewater Collection

Wastewater Services Division (after hours) 204-986-3492

Wastewater treatment plant issue:

Collection System issue: 204-794-4468

Wastewater Services Control Centre 204-986-7948

## **D16. EMPLOYEE BEHAVIOUR AND SUPERVISION**

D16.1 The Contractor shall provide adequate supervision of its employees and shall ensure that all such employees conduct themselves in a manner appropriate to persons in a City facility and shall without limitation ensure that employees:

- (a) behave in a courteous and polite manner to City staff and other personnel in the facility;
- (b) do not smoke within the facility;
- (c) obey all posted safety rules;
- (d) leave all furnishings, equipment etc. moved during the inspection and testing, in an "as found" condition at the completion of the work;
- (e) use their own radio(s) or telephones or cellular telephones necessary for onsite communication;
- (f) when employees are in the facility, that it is kept secure from entry by unauthorized persons.

D16.2 The Contractor and his employees are prohibited from entering the premises of any buildings other than to perform the work of this contract unless accompanied by plant staff. The Contractor or his personnel will not be allowed to operate equipment other than described in this contract. No one other than the Contractor and his driver is allowed inside the entrance gate of this plant.

## **D17. RECORDS**

D17.1 The Contractor shall keep detailed records of the goods supplied under the Contract.

D17.2 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.

D17.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

## **MEASUREMENT AND PAYMENT**

### **D18. INVOICES**

D18.1 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](mailto:CityWpgAP@winnipeg.ca)

D18.2 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, MRST, and any applicable environmental handling charges/fees identified and shown as separate amounts; and
- (f) the Contractor's GST registration number.

D18.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D18.4 Bids Submissions must be submitted to the address in B7.5

**D19. PAYMENT**

D19.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D19.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

**WARRANTY**

**D20. WARRANTY**

D20.1 Warranty is as stated in C11.

## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
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S-373	Map – Hauling Route
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E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.

#### E2. GOODS

E2.1 The Contractor shall supply and deliver ferric chloride / poly aluminum chloride (PAC) chemicals in accordance with the requirements hereinafter specified.

E2.1.1 The Contractor shall submit twice (2) a year or upon request a certified analysis showing the concentration of each element or compound identified in E2.1.

E2.1.2 The Contractor shall submit with each shipment a certified analysis showing the concentration of each element or compound identified in E2.1.

E2.1.3 Unless otherwise approved by the Contract Administrator, test methods and procedures shall be in accordance with the requirements of American National Standards Institute (ANSI) / The American Water Works Association (AWWA) B407-05 except that samples shall be taken during or prior to loading.

E2.1.4 Item No. 1 – ferric chloride:

- (a) Total soluble iron as: Fe 9.6 – 16.2% wt./wt.
- (b) Ferrous Iron (Fe<sub>2+</sub>): Max 2.5% wt./wt.
- (c) Acidity (free acid as HCl): Max. 1.0% wt./wt.
- (d) Total insoluble matter: Max. 0.2% wt./wt.
- (e) Aluminum: Max. 1750 mg/kg
- (f) Arsenic: Non Detectable
- (g) Cadmium: Max. 1 mg/kg
- (h) Chromium: Max. 60 mg/kg
- (i) Copper: Max. 15 mg/kg
- (j) Lead: Max. 75 mg/kg
- (k) Manganese: Max. 1200 mg/kg
- (l) Mercury: Non Detectable
- (m) Molybdenum: Max. 25 mg/kg
- (n) Nickel: Max. 11 mg/kg
- (o) Selenium: Max. 1 mg/kg
- (p) Zinc: Max. 120 mg/kg

E2.1.5 Item No. 2 – poly aluminum chloride (PAC):

- (a) Appearance: Yellowish / Amber Liquid

- (b) Specific Gravity @25 o C 1.23 avg.;
- (c) Aluminum (Al), weight % 5.4 ( $\pm 0.3$ );
- (d) Al 2O3, weight % 10.3 ( $\pm 0.4$ );
- (e) Iron (Fe), weight % <0.01;
- (f) pH 2.7 ( $\pm 0.5$ );
- (g) Basicity, weight % 55 ( $\pm 5$ );
- (h) Sulfate (SO4), weight % 2.4 ( $\pm 0.5$ );
- (i) Freezing Point, o C -11 ( $\pm 1.0$ ).

### **E3. EMERGENCY RESPONSE**

- E3.1 The Contractor shall ensure that due care and caution is taken to prevent spills while unloading the material with a site emergency spill response.
- E3.1.1 The Contractor shall report all major spills of petroleum products or other hazardous substances with the potential for impacting the environment and threat to human health and safety to the Contract Administrator and Manitoba Conservation, immediately after occurrence of the environmental accident, by calling the twenty-four (24) - hour emergency telephone phone number (204) 945-4888.
- E3.1.2 The Contractor shall designate a qualified supervisor as the on-site emergency response coordinator for the Work. The emergency response coordinator shall have the authority to redirect manpower in order to respond in the event of a spill. (The Contractor should include reference to a site-specific Emergency Response Plan and Environmental Protection Plan).
- E3.1.3 The following actions shall be taken by the person in charge of the spilled material or the first person(s) arriving at the scene of a hazardous material accident or the on-site emergency responder:
- (i) Notify emergency-response coordinator of the accident;
  - (ii) identify exact location and time of accident;
  - (iii) indicate injuries, if any;
  - (iv) request assistance as required by magnitude of accident Manitoba Conservation 24-hour Spill Response Line (204) 945-4888, RCMP (Headingley Detachment) (911), City of Winnipeg Fire Department (911), or contact the Contract Administrator.
- E3.1.4 Assess situation and gather information on the status of the situation, noting:
- (i) personnel on site;
  - (ii) cause and effect of spill;
  - (iii) estimated extent of damage;
  - (iv) amount and type of material involved;
  - (v) proximity to waterways.
- E3.1.5 If safe to do so, try to stop the dispersion or flow of spill material:
- (i) approach from upwind;
  - (ii) stop or reduce leak if safe to do so;
  - (iii) dyke spill material with dry, inert sorbent material or dry clay soil or sand;
  - (iv) prevent spill material from entering waterways and utilities by dyking.
- E3.2 Resume any effective action to contain, clean up, or stop the flow of the spilled product.

## PART F - SECURITY CLEARANCE

### F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence. This can be obtained from one of the following;
- (a) police service having jurisdiction at his/her place of residence; or
  - (b) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/> ; or
  - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <http://www.commissionaires.mb.ca/> .
- F1.2 The following is a link to information for obtaining the Criminal Record Search certificate including the Vulnerable Sector screening from the City of Winnipeg Police Service.  
[http://winnipeg.ca/police/pr/info\\_request.stm#crim\\_record\\_search](http://winnipeg.ca/police/pr/info_request.stm#crim_record_search)
- F1.2.1 The Criminal Record Search shall include a Vulnerable Sector Screening. This can be obtained by following the link below  
[http://winnipeg.ca/police/pr/info\\_request.stm#crim\\_record\\_search](http://winnipeg.ca/police/pr/info_request.stm#crim_record_search).
- (a) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;
- F1.3 The original Criminal Record Search Certificate (Form P-253) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Criminal Record Search Certificate (Form P-253) to the Contract Administrator.
- F1.4 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- F1.5 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- F1.6 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work.
- F1.8 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.