



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 706-2015**

**SUPPLY AND DELIVERY OF SODA ASH**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 SUPPLY AND DELIVERY OF SODA ASH

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, September 4, 2015.

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 D5.1.

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, to the Bidder who requested approval of the substitute.
- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be 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 B15.
- 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.

## **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 B15.1(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.
- (e) Item No. 1 (Soda Ash) shall be the Price of soda ash chemical in Canadian dollars and **shall not include any provision for profit and/or compensation.**
- (f) Item No.2 (Delivery Unit Price) shall be fixed for the term from October 1, 2015 until September 30, 2016, and **shall include 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. DISCLOSURE**

B10.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B10.2 The Persons are:

- (a) N/A

## **B11. QUALIFICATION**

B11.1 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.

B11.2 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>

B11.3 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);

B11.4 Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B11.5 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.

## **B12. OPENING OF BIDS AND RELEASE OF INFORMATION**

B12.1 Bids will not be opened publicly.

- B12.2 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>
- B12.3 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>
- B12.4 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.

### **B13. IRREVOCABLE BID**

- B13.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B13.2 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.

### **B14. WITHDRAWAL OF BIDS**

- B14.1 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.
- B14.1.1 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.
- B14.1.2 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.
- B14.1.3 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 B14.1.3(b), declare the Bid withdrawn.
- B14.2 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 B13.2 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.

### **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 B11 (pass/fail);
  - (c) Total Bid Price;

- (d) economic analysis of any approved alternative pursuant to B6.
- (e) costs to the City of administering multiple contracts.

- 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/her Bid or in other information required to be submitted, that he/she is responsible and qualified.
- B15.4 Further to B15.1(c), and B9, the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B15.4.1 Further to B15.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- 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/her Bid upon written request to the Contract Administrator.
- B16.4 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.
- 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](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 supply and delivery of soda ash (sodium bicarbonate) for the period from October 1, 2015 until September 30, 2016, 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 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 Notwithstanding C11, Unit Price of Item #2 for the four additional one year extensions will be negotiated considering 6 months average diesel fuel price and CPI. The Diesel Price Index for Manitoba and Statistics Consumer Price Index for Manitoba in E1.1 will be referenced.

D2.1.3 Changes resulting from such negotiations shall become effective on October 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 Price Adjustment

- (a) Unit Price of Item #1 shall be adjusted in April 1<sup>st</sup> during the term of the Contract in accordance with the applicable price adjustment mechanism, as specified in D3.1.
- (b) Unit Price of Item #1 shall be adjusted in October 1<sup>st</sup> upon the extension in accordance with the applicable price adjustment mechanism, as specified in D3.2.
- (c) The Contractor shall provide the Contract Administrator with the information for price adjustment, via email, no later than the first business day of the months of April and October. CAD/USD exchange rates will only be available after the noon of the first business day.
- (d) The Contractor shall, upon request, supply evidence, satisfactory to the Contract Administrator, of indices upon which adjustments are based.

D2.2.1 Unless otherwise stipulated by the Bidder in the Bid Submission, all calculations shall be rounded to the nearest one hundredth of a dollar per tonne (\$0.01/tonne).

D2.3 The Work shall be done on an "as required" basis during the term of the Contract.

D2.3.1 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.

D2.3.2 Notwithstanding C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.3 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that monies have been approved for work up to and including December 31, 2015.

D2.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

### D3. PRICE ADJUSTMENT MECHANISM – ITEM #1 ONLY

D3.1 Unit price of Item #1 (Soda Ash) shall be adjusted once for the term of the Contract and, effective April 1<sup>st</sup>, the Unit Price shall be increased or decreased by the amount of the increase or decrease in Canadian Dollar and US dollar exchange rate.

D3.1.1 The Unit Price for the Soda Ash on Form B: Prices, Item #1 will be adjusted in April 1<sup>st</sup> as follows

- (a)  $UP_{APR} = UP_{BID} \times US\$_{APR} / US\$_{BID}$
- (b) Where "UP<sub>BID</sub>" means the unit price of soda ash, Item #1 in Form B, submitted by the Contractor in the Bid submission. "UP<sub>APR</sub>" means the unit price of soda ash, which shall be applied from April 1 to September 30.
- (c) Where "US\$<sub>APR</sub>" means the Bank of Canada, Financial Markets Department, Daily Noon Exchange Rate, Canadian dollars per U.S. dollar (Can\$/US\$) for the first Business Day of April. This index is available at <http://www.bankofcanada.ca/rates/exchange/>.
- (d) Where "US\$<sub>BID</sub>" means the Bank of Canada, Financial Markets Department, Daily Noon Exchange Rate, Canadian dollars per U.S. dollar (Can\$/US\$) for the first Business Day of October, the first month of the Contract. This index is available at <http://www.bankofcanada.ca/rates/exchange/>.

D3.2 Upon the extension of the Contract, Unit price of Item #1 (Soda Ash) shall be adjusted effective October 1<sup>st</sup>, the Unit Price shall be increased or decreased by the amount of the increase or decrease in Canadian Dollar and US dollar exchange rate and any applicable price change from the Soda Ash producer, provided by the Contractor.

D3.2.1 The Unit Price for the Soda Ash on Form B: Prices, Item #1 will be adjusted in October 1<sup>st</sup> as follows

- (a)  $UP_{OCT} = UP_{APR} \times US\$_{OCT} / US\$_{APR} \pm \text{Price change}$
- (b) Where "UP<sub>APR</sub>" means the unit price of soda ash, effective before the extension of the Contract. "UP<sub>OCT</sub>" means the unit price of soda ash, which shall be applied from October 1 to March 31 after the extension.
- (c) Where "US\$<sub>OCT</sub>" means the Bank of Canada, Financial Markets Department, Daily Noon Exchange Rate, Canadian dollars per U.S. dollar (Can\$/US\$) for the first Business Day of October. This index is available at <http://www.bankofcanada.ca/rates/exchange/>.
- (d) Where "US\$<sub>APR</sub>" means the Bank of Canada, Financial Markets Department, Daily Noon Exchange Rate, Canadian dollars per U.S. dollar (Can\$/US\$) for the first Business Day of April, the first month of the previous price adjustment. This index is available at <http://www.bankofcanada.ca/rates/exchange/>.
- (e) Where "Price change" means soda ash price change applied by Soda Ash producer. The Contractor shall provide the documents of the price adjustment to the Contract Administrator. It is sole decision by the Contract Administrator whether to accept this price adjustment.
- (f) act Administrator. It is sole decision by the Contract Administrator whether to accept this price adjustment.

### D4. DEFINITIONS

D4.1 When used in this Bid Opportunity:

- (a) "**ANSI**" means American National Standards Institute;
- (b) "**AWWA**" means American Water Works Association;
- (c) "**Driver**" means an individual delivering soda ash by truck;
- (d) "**NEWPCC**" means North End Sewage Treatment Plant, 2230 Main Street, Winnipeg, Manitoba;

- (e) “**Operator**” means an employee of the City authorized to unload, or assist in the unloading of, soda ash at the NEWPCC.

**D5. CONTRACT ADMINISTRATOR**

- D5.1 The Contract Administrator is:

Jong Hyuk Hwang, Ph.D. P.Eng  
Senior Project Engineer  
110-1199 Pacific Avenue  
Winnipeg MB R3E 3S8

Telephone No.: (204) 619 – 2185

**D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

- D6.1 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.

- D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

- D6.3 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.

- D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

**D7. NOTICES**

- D7.1 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

- D7.2 **Bids Submissions must be submitted to the address in B7.5**

**SUBMISSIONS**

**D8. AUTHORITY TO CARRY ON BUSINESS**

- D8.1 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.

**D9. INSURANCE**

- D9.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000.00) 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 \$5,000,000.00 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- (c) The certificate of insurance must expressly state: "Operations to include delivery of chemicals

D9.2 Deductibles shall be borne by the Contractor.

D9.3 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.

D9.4 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.

D9.5 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.

#### **D10. MATERIAL SAFETY DATA SHEETS**

D10.1 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.

D10.2 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**

##### **D11. COMMENCEMENT**

D11.1 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.

D11.2 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 D8;
  - (ii) evidence of the workers compensation coverage specified in C6.16;
  - (iii) evidence of the insurance specified in D9; and
  - (iv) the Material Safety Data Sheets specified in D10.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

##### **D12. DELIVERY**

D12.1 Goods shall be delivered on an "as required" basis during the term of the Contract, f.o.b. destination, freight prepaid, to :  
NEWPCC

2230 Main Street  
Winnipeg MB

- D12.1.1 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.
- D12.2 The Contractor shall confirm each delivery with the Contract Administrator or his/her designate, at least two (2) Business Days before delivery.
- D12.3 Goods shall be delivered between 8:30 a.m. and 2:00 p.m. on Business Days.
- D12.4 The Contract Administrator may assign specific days and times during which delivery of soda ash is permitted. The Contract Administrator may, from time to time, adjust the assigned days and times to meet operational requirements.
- D12.4.1 The intent of assigning days and times for deliveries, if the City elects to do so, is to assist the Contractor and other contractors in coordinating their Work and other activities on Site. Any such schedule may require adjustments during the term of the Contract because of factors such as changes in consumption rates for various chemicals, or construction and maintenance activities.
- D12.5 The Nitrogen Removal Facility at the NEWPCC is equipped to receive delivery by truck.
- D12.6 The City will provide:
- (a) compressed air by a positive displacement rotary lobe blower installed in the exhaust fan building;
  - (b) compressed air connection: 100 mm Air King male connector;
  - (c) soda ash fill connection: 100 mm Camlock male connector;
  - (d) emergency shower and eyewash station.
- D12.7 Each truck shall be equipped with:
- (a) any additional equipment required, including but not limited to:
    - (i) hoses and/or adapters suitable to connect to the City's chemical unloading point;
    - (ii) straps or other securing devices to restrain hoses to prevent blow-out;
    - (iii) personal protective equipment for the Driver.
- D12.8 The Driver shall unload soda ash from the truck to the City's storage silo with the assistance of an Operator.
- D12.9 Soda ash shall be unloaded by pneumatic method using the City's compressed air system.
- D12.10 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) The Driver verifies that the emergency shower and eyewash station works properly before any unloading operation.
  - (b) The Driver and the Operator wear all personal protection equipment (PPE) required all through the unloading event.
  - (c) The Driver verifies that "SYSTEM READY" in the control panel is on indicating the total available spare capacity in the silo is greater than a pre-set volume (enough to accommodate full truck/trailer volume plus safety margin).
  - (d) The Driver connects the truck unloading hose to the fill line of the silo.
  - (e) The Driver connects the compressed air hose to the connection beside the silo.
  - (f) The Driver starts the unloading by press the "START UNLOADING" button in the control panel.

- (g) Unloading normally continues until the truck is empty. The Driver then manually stops the unloading by press the "STOP UNLOADING" in the control panel.
- (h) Unloading can be manually stopped in progress, or any time when the Driver or the Operator identify any problem, which require a stop of the unloading by pressing the "STOP UNLOADING" in the control panel.
- (i) The control system initiates alarms at conditions such as detecting high level in the silo, malfunction of the unloading blower, dust filter blower, dust filter shaker, etc., and stops the unloading by turn off the unloading blower.
- (j) Resuming unloading after an emergency stop or safety shutdown may require bypassing of the "SYSTEM READY" interlock. The control system does not turn on the "SYSTEM READY" light because the silo level may no longer be low enough. In this case, the Distributed Control System (DCS) operator is provided with a non-latching override for the "SYSTEM READY" permissive. Unloading is resumed by pressing the local start button again and restarting the blower if it was stopped.
- (k) The Driver isolates and disconnects the fill and air lines and put back the caps.

D12.11 If any spill happens, the chemical shall be vacuumed by the Driver see clause D13.

### **D13. ENVIRONMENTAL CLEAN UP**

D13.1 The Contractor is responsible for the immediate cleanup of **any** spillage or leakage of material from a container, including but not limited to, any spillage or leakage, which occurs during the transporting of materials, which the City has not caused.

D13.2 The material must be cleaned up, picked up, moved or otherwise remediated within three (3) hours of becoming aware of the spillage/leakage or a request from the Contract Administrator pursuant to this D13.3, whichever is sooner.

D13.3 In the event that the Contractor does not comply with D13.1 and D13.2, the Contractor will be considered in default of the Contract and the City may clean up, pick up, move or otherwise remediate the material and all costs in this regard will be charged to the Contractor and deducted from his payment.

D13.4 Serious and/or repeated defaults of this nature may be grounds for termination of the Contract.

### **D14. LIQUIDATED DAMAGES**

D14.1 If the Contractor fails to achieve delivery of the goods within the time specified in D12. Delivery the Contractor shall pay the City five hundred dollars (\$500.00) per Calendar Day for each and every Calendar Day until the goods have been delivered.

D14.2 The amount specified for liquidated damages in D14.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve delivery by the day fixed herein for same.

D14.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

### **D15. ORDERS**

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

### **D16. RECORDS**

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

- D16.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses;
  - (b) order date(s);
  - (c) delivery date(s); and
  - (d) description and quantity of goods supplied.
- D16.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

## **MEASUREMENT AND PAYMENT**

### **D17. INVOICES**

- D17.1 Further to C10, the Contractor shall submit an invoice for each order delivered to:
- The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg MB R3B 1B9
- Facsimile No.: 204- 949-0864  
Email: [CityWpgAP@winnipeg.ca](mailto:CityWpgAP@winnipeg.ca)
- D17.2 Invoices must clearly indicate, as a minimum:
- (a) the City's 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.
- D17.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D17.4 Bids Submissions must be submitted to the address in B7.5

### **D18. PAYMENT**

- D18.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.
- D18.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

## **WARRANTY**

### **D19. WARRANTY**

- D19.1 Warranty is as stated in C11.

## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 The following indices shall apply to the Work:

- (a) CAD/USD Daily Noon Exchange Rates: <http://www.bankofcanada.ca/rates/exchange/noon-rates-5-day/>
- (b) Monthly Diesel Fuel Price Index Based on Oil Price Information Services (OPIS): <http://gov.mb.ca/mit/contracts/index.html>
- (c) Consumer Price Index, by province (monthly) (Manitoba) – All Items: <http://www.statcan.gc.ca/tables-tableaux/sum-som/l01/cst01/cpis01h-eng.htm>

E1.2 These Specifications shall apply to the Work.

E1.3 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
1-0101C-D-C0002-001-01-D	Civil – Contractor Haul Route & Construction Area Plan
1-0101C-D-C0004-001-02D	Civil – Part Plan and Details – Chemical Unloading Areas

E1.4 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 Soda Ash in accordance with the requirements hereinafter specified.

- (a) except as otherwise specified, soda ash shall meet or exceed the requirements of ANSI/AWWA B201-03 Standard for Soda Ash.
- (b) further to Sec. 4.1.1 of said Standard, soda ash shall be dense soda ash with an apparent density from 900 to 1,100 kg/m<sup>3</sup> (56.2 to 68.7 lb/ft<sup>3</sup>).
- (c) further to Sec. 6.2 of said Standard, soda ash shall be delivered in bulk trucks.
- (d) further to Sec. 6.3 of said Standard, an affidavit of compliance shall be provided will not be required.
- (e) further to Sec. 4.3.2 of said Standard, the recommended compliance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals – Health Effects is not required.

E2.2 Unless otherwise approved by the Contract Administrator, test methods and procedures shall be in accordance with the requirements of ANSI/AWWA B201-03.

#### E3. TRAINING

E3.1 The Contractor may be required to provide training for City Water and waste staff.

E3.2 If required, the training shall include written materials, on-site classroom sessions and “hands-on” training addressing”:

- (a) specific hazards of soda ash;
- (b) personal protective equipment and safety procedures;
- (c) unloading procedures.

- E3.3 Training sessions should include a test with a pass/fail in terms of continuing education units in the Province of Manitoba.
- E3.4 At the commencement of the Contract, classroom training shall be provided to four (4) shifts of approximately ten (10) persons each in four separate sessions approximately one week apart.
- E3.4.1 The City will provide a suitable room at the NEWPCC and audio visual equipment for training.
- E3.5 "Hands-on" training shall be provided for one shift at a time in conjunction with the first deliveries by truck practicable in relation to shift schedules.
- E3.6 If, during the term of the Contract, the Contractor chooses to change equipment or method of delivery and unloading, the Contractor shall provide any reasonably necessary additional training at no cost to the City.
- E3.7 During the last six (6) months of the Contract, at a time selected by the Contract Administrator, the Contractor shall provide a fifth training session for new staff hired or transferred since the initial training sessions.

Training sessions may be video recorded. The material may be edited and supplemented to provide a permanent record for the City's use.