



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 717-2015**

**SUPPLY AND DELIVERY OF LIQUID CHLORINE BY WAY OF LEASE OF A RAIL  
TANK CAR**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 SUPPLY AND DELIVERY OF LIQUID CHLORINE BY WAY OF LEASE OF A RAIL TANK CAR

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon. Winnipeg time, November 3, 2015.

B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. ENQUIRIES**

B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent 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 Proponent is unsure of the meaning or intent of any provision therein, the Proponent 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 Request for Proposal will be provided by the Contract Administrator to all Proponents 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 Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.

B3.6 The Proponent 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 Proponent by the City or acquired by a Proponent 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 Proponent before receipt hereof; or
- (b) becomes publicly known other than through the Proponent; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Proponent 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 Request for Proposal, 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 Proponent 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 Proponent shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B6. SUBSTITUTES**
- B6.1 The Work is based on the materials, equipment, methods and products specified in the Request for Proposal.
- 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 Proponent 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 Proponent 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 Proponents. The Proponent 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 Proponent 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 Proponent 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 B17.

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. PROPOSAL SUBMISSION**

B7.1 The Proposal shall consist of the following components:

- (a) Form A: Proposal;
- (b) Form B: Prices.

B7.2 Further to B7.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B7.3 Proponents should submit one (1) unbound 8.5” x 11” original (marked “original”) including drawings and six (6) copies (copies can be in any size format) for sections identified in B7.1.

B7.4 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.

B7.5 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B17.5(a).

B7.6 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.

B7.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B7.8 Proposals shall be submitted to:

The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1

B7.9 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

## **B8. PROPOSAL**

B8.1 The Proponent shall complete Form A: Proposal, making all required entries.

B8.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
- (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;

- (d) if the Proponent 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 Proposal 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: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B8.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent 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 Proponent 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: Proposal should be printed below such signatures.

B8.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

## **B9. PRICES**

B9.1 The Proponent shall state a price in Canadian funds for items 1 & 2 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 Proposals.

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.

B9.4 Where applicable to the Request for Proposal, payments for services to Non-Resident Proponents are subject to a Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **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 Proponent 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 Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent 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 Proponent 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 Proponent 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 The Proponent 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 Proponent and of any proposed Subcontractor.

B11.5 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

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

B12.1 Proposals will not be opened publicly.

B12.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent 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 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Proponent is advised that any information contained in any Proposal 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 OFFER**

- B13.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B13.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work for the time period specified in Paragraph 10 of Form A: Proposal.

**B14. WITHDRAWAL OF OFFERS**

- B14.1 A Proponent may withdraw his/her Proposal 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 Proposal 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: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B14.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
  - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
  - (c) if the notice has been given by any one of the persons specified in B14.1.3(b), declare the Proposal withdrawn.
- B14.2 A Proponent who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B13.2 shall be liable for such damages as are imposed upon the Proponent 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. INTERVIEWS**

- B15.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

**B16. NEGOTIATIONS**

- B16.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B16.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- B16.3 If, in the course of negotiations pursuant to B16.2 or otherwise, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended

Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

## **B17. EVALUATION OF PROPOSALS**

B17.5 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B11: (pass/fail)
- (c) total Bid Price; 100%

B17.6 Further to B17.5(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal 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 Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B17.7 Further to B17.5(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.

B17.8 Further to B17.5(c), and B9.1 the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices. Item No. 3 on Form B: Prices will not be included for evaluation purposes, and shall be deducted from the total bid price.

B17.9 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B17.5(a) and B17.5(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B17.10 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B15.

## **B18. AWARD OF CONTRACT**

B18.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B18.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.

B18.2.1 Without limiting the generality of B18.2, 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 Proposal 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.

B18.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer, in accordance with B17.

B18.4 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.

- B18.5 Notwithstanding C4 and Paragraph 6 of Form A: Proposal, the City will issue a purchase order to the successful Proponent in lieu of the execution of a Contract.
- B18.6 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 proposal 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 Liquid Chlorine by way of lease of a rail-way tank car for the duration of the Contract, effective for the period from April 1, 2016 until March 31, 2017, with the option of three (3) mutually agreed upon (one ) 1 year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within sixty (60) 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 the anniversary date of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.3 Notwithstanding D2, 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. Proponents are advised that monies have been approved for work up to and including December 31, 2016.

D2.4 Notwithstanding D2, 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. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) "**Proponent**" means any Person or Persons submitting a Proposal for Goods;
- (b) "**Tank Car**" means the tank rail car which includes the Liquid Chlorine.
- (c) "**ERAP**" means Emergency Response Assistance Plan.

#### D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Mr. Dave Carr, P. Eng  
Water Treatment Operations Support Engineer

Telephone No.: 204 986 2091

Facsimile No.: 204 986 2075 Bids Submissions must be submitted to the address in B7.

#### D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D5.1 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.

D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

- D5.3 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.
- D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

## **D6. NOTICES**

- D6.1 Notwithstanding C21.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:
- The City of Winnipeg  
Chief Financial Officer  
Facsimile No.: 204 949-1174
- D6.2 **Bids Submissions must be submitted to the address in B7.**

## **SUBMISSIONS**

### **D7. AUTHORITY TO CARRY ON BUSINESS**

- D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

### **D8. INSURANCE**

- D8.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least 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 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.
- D8.2 Deductibles shall be borne by the Contractor.
- D8.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4 for the return of the executed Contract.
- D8.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

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

**D9. MATERIAL SAFETY DATA SHEETS**

D9.1 The Contractor shall provide the Contract Administrator with one (1) copy of Material Safety Data Sheets (MSDS's) for each product to be supplied under the Contract at least two (2) Business Days prior to the commencement of Work but in no event later than the date specified in C4 for the return of the executed Contract.

D9.2 Throughout the term of the Contract, the Contractor shall provide the Contract Administrator with revisions or updates of the MSDS's as soon as may be reasonably possible.

**SCHEDULE OF WORK**

**D10. COMMENCEMENT**

D10.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

D10.2 The Contractor shall not commence any Work until:

- (a) the Contract Administrator has confirmed receipt and approval of:
  - (i) evidence of authority to carry on business specified in D7;
  - (ii) evidence of the workers compensation coverage specified in C6.16;
  - (iii) evidence of the insurance specified in D8;
  - (iv) the Material Safety Data Sheets specified in D9; and

**D11. DELIVERY**

D11.1 Goods shall be delivered by rail tank car by April 1<sup>st</sup>, 2016, f.o.b. destination, freight prepaid, to:

Greater Winnipeg Water District Railway Yard  
598 Plinguet Street  
Winnipeg MB

D11.2 Contractor shall confirm each delivery with the Contract Administrator or his/her designate, at least two (2) Business Days before delivery.

**D12. ORDERS**

D12.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

**D13. RECORDS**

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

D13.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

- (a) user name(s) and addresses;
- (b) order date(s);
- (c) delivery date(s); and
- (d) description and quantity of goods supplied.

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

#### **D14. LIQUIDATED DAMAGES**

- D14.1 If the Contractor fails to achieve delivery of the goods within the time specified in Delivery the Contractor shall pay the City One Hundred dollars (\$100.00) 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.
- D14.4 If the Contractor fails to achieve delivery of the goods within the time specified in **Error! Reference source not found.** the City will immediately take whatever steps are necessary to obtain the chemicals. Further to C 17.4 (c), additional costs in this regard will be charged to the contractor and deducted from any amount owing to the Contractor.

#### **MEASUREMENT AND PAYMENT**

##### **D15. INVOICES**

- D15.1 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)
- D15.2 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.
- D15.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D15.4 Bids Submissions must be submitted to the address in B7.

##### **D16. PAYMENT**

- D16.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.
- D16.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

## **WARRANTY**

### **D17. WARRANTY**

D17.1 Warranty is as stated in C11.

## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Proponents 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 **Only one chlorine tank car shall be ordered for the duration of this contract** at a maximum gross weight of 90,000 kilograms with a product weight of approximately 50,000 kilograms.
- E2.2 The Chlorine and Car shall be ordered in early winter for delivery to the Greater Winnipeg Water District rail-yard at 598 Plinguet Street) by April 1<sup>st</sup> of the next year.
- (a) The City will transfer the Liquid Chlorine tank car to the Water Treatment Intake Facility by way of the City's Greater Winnipeg Water District Railway.
  - (b) The Liquid Chlorine tank car would remain at the Intake Facility (located appx 146 kilometers from the delivery location) until empty, until the end of contract or pursuant to E2.6
- E2.3 The Contractor shall supply Liquid chlorine in accordance with the requirements hereinafter specified.
- E2.4 Item No. 1 – Liquid Chlorine shall be in accordance with the American Water Works Association (AWWA) current version standard for Liquid Chlorine and the American National Standard Institute (ANSI) (ANSI/AWWA B301)..
- (a) The Liquid Chlorine supplied shall not be less than 99.5 percent pure by volume.
  - (b) The Liquid Chlorine supplied shall contain no soluble mineral or organic substances in quantities capable of producing deleterious or injurious effects on the health of persons consuming the treated water
  - (c) The supplied Liquid Chlorine shall be certified as suitable for contact with drinking water by an accredited certification organization in accordance with NSF/ANSI Standard 60, Drinking Water Treatment Chemicals – Health Effects.
  - (d) The Liquid Chlorine supplied shall be dry chlorine. Moisture shall not exceed 150 ppm by weight.
  - (e) The sum of all heavy metals in the supplied Liquid Chlorine shall not exceed 30 ppm expressed as lead.
  - (f) Lead in the supplied Liquid Chlorine shall not exceed 10 ppm reported as lead.
  - (g) Mercury in the supplied Liquid Chlorine shall not exceed 1 ppm reported as mercury.
  - (h) Arsenic in the supplied Liquid Chlorine shall not exceed 3 ppm as metallic arsenic.
  - (i) Total non-volatile residue in the supplied Liquid Chlorine shall not exceed 50 ppm by weight in Liquid Chlorine loaded by the supplier into the tank car.
  - (j) Carbon Tetrachloride in the supplied Liquid Chlorine shall not exceed 100 ppm.
  - (k) Trihalomethanes in the supplied Liquid Chlorine shall not exceed 300 ppm.
  - (l) The Contractor shall provide a Certificate of Analysis confirming the Liquid Chlorine specifications and the Certificate of Analysis must certify that the supplied Liquid Chlorine is NSF 60.

- E2.5 Item No. 2 – Tank Car Lease shall be a monthly lease cost which may be charged for every month the City retains possession of the Liquid Chlorine tank car (if no Unit Price is identified on Form B:Prices, no monthly lease charge shall apply).
- (a) The monthly lease shall cover the Proponent's:
    - (i) tank car asset costs;
    - (ii) use of the Contractor's ERAP;
    - (iii) residue chlorine handling;
    - (iv) and any other reasonable contingency.
  - (b) Notwithstanding E2.6, the City's intention is to retain the Liquid Chlorine tank car for the duration of the contract.
    - (i) The Liquid Chlorine tank car supplied shall have all car certifications up to date so that the car can remain in place for the duration of the contract.
  - (c) The length of time a tank car is deemed to be in the possession of the City shall be from the time that a rail car is spotted at the City's transfer track at the Greater Winnipeg Water District (GWWD) rail yard at 598 Plinguet Street to the time the City notifies the Contractor the tank car is released for removal.
  - (d) The City of Winnipeg shall utilize the Contractor's Emergency Response Assistance Plan (ERAP) for the transportation of the Liquid Chlorine tank car along the City owned Railway, while the car is at the Intake Facility and for the return of the car to the Contractor.
    - (i) The Contractor shall advise Transport Canada that the City of Winnipeg has permission to use their ERAP and that their ERAP number has been filed as part of the City of Winnipeg chlorine emergency response plan at CANUTEC.
- E2.6 Item No.3 – Return of un-used Liquid Chlorine (with the Tank Car) would be applicable where the start-up of the City's Sodium Hypochlorite System was complete during the initial contract duration, or during ratified extensions or before the start of any available non-ratified extensions or if the Contractor called back the tank car for required repairs or recertification.
- (i) The Liquid Chlorine tank car may be returned to the Contractor partially loaded.
    - (i) No additional fees shall be charged to the City if returned to the Contractor partially loaded.
  - (ii) The Proponent is asked to reply regarding solutions for return of any quantity of un-used Liquid Chlorine back to the Contractor.
  - (iii) The Proponent is asked to reply regarding solutions for reimbursement of un-used Liquid Chlorine back to the Contractor.
  - (iv) The Proponent is asked to reply regarding solutions for unexpected Contractor call-back of car for required repairs or recertification.

### **E3. WEIGHT RESTRICTION**

- E3.1 The maximum gross weight of all loaded tank cars shall be ninety (90) tonnes.
- E3.2 The Contractor may "short load" cars to achieve this requirement.
- E3.3 The Contractor shall provide a Bill of Lading confirming the Liquid Chlorine tank car gross weight.

### **E4. TESTING**

- E4.1 The Contract Administrator or his duly representative reserves the right to perform any of the tests and inspections requirements where such test and inspections are needed to further determine compliance with the specifications.
- E4.2 The City of Winnipeg reserves the right to sample and test each shipment of chemicals upon delivery and to reject shipments that do not conform to the specifications. Chemicals not meeting the specifications will be returned to the Contractor at his/her expense.

**E5. EMERGENCY RESPONSE ASSISTANCE PLAN**

- E5.1 The chlorine supply Contractor shall be a member of The Chlorine Institute, Inc. (CHLOREP);
- E5.2 The Contractor shall utilize their CANUTEC Emergency Response Assistance Plan and Environmental Protection Plan.
- E5.3 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 coordinate response and clean-up activities with the City in the event of a chlorine incident.
  - (a) The emergency response coordinator and City shall ensure that all environmental accidents involving contaminants shall be documented and reported to Transport Canada and Manitoba Conservation according to The Dangerous Goods Handling and Transportation Act Environmental Accident Report Regulation 439/87.
- E5.4 The Proponent shall provide written instructions regarding the recommended methods for clean-up of chemical. Such instructions shall include any recommended absorbents or chemicals to be used for neutralization, if applicable, and recommended tests to be performed such as pH, to ascertain the effectiveness of the neutralization
- E5.5 Payment by the City, for any Emergency Response Coordination and activities by the Contractor, shall be made pursuant to the General Conditions C0., clause C7.4 (d).