



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 209-2005

SUPPLY AND DELIVERY OF WATER TREATMENT CHEMICALS

(This Contract Replaces the Cancelled Bid Opportunity No. 88-2005)

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PART B - BIDDING PROCEDURES

B1. PROJECT TITLE

B1.1 SUPPLY AND DELIVERY OF WATER TREATMENT CHEMICALS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, April 26, 2005.

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

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

B3. ENQUIRIES

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

B3.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.

B3.3 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.

B3.4 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.

B3.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B4. ADDENDA

B4.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

B4.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B4.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B4.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda shortly before submitting his Bid.

B4.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B5. SUBSTITUTES

- B5.1 The Work is based on the materials, equipment, methods and products specified in the Bid Opportunity.
- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.
- B5.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the material, equipment, method or product as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract; and
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B5.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B5.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B5.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B5.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B5.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative shall base his 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 B13.
- B5.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B6. BID SUBMISSION

- B6.1 The Bid Submission consists of the following components:

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

B6.2 All components of the Bid Submission 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 in ink, to constitute a responsive Bid.

B6.3 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.

B6.4 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 Branch
185 King Street, Main Floor
Winnipeg, MB R3B 1J1

B6.4.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.

B6.5 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to (204) 949-1178.

B6.5.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

B6.6 Bid Submissions submitted by internet electronic mail (e-mail) will not be accepted.

B7. BID

B7.1 The Bidder shall complete Form A: Bid, making all required entries.

B7.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted; and
- (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.

B7.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B7.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;

- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed; and
- (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B7.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.

B7.4.2 All signatures shall be original and shall be witnessed except where a corporate seal has been affixed.

B7.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid Submission and the Contract, when awarded, shall be both joint and several.

B8. PRICES

B8.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B8.1.1 Prices 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; and
- (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.

B8.1.2 Prices on Form B: Prices shall not include the Manitoba Association for Resource Recovery Corporation (MARRC) Environmental Handling Charge (EHC) which shall be extra where applicable.

B8.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B8.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B9. QUALIFICATION

B9.1 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;
- (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
- (c) be financially capable of carrying out the terms of the Contract;

- (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
- (e) have successfully carried out work, similar in nature, scope and value to the Work;
- (f) employ only Subcontractors who:
 - (i) are responsible and not suspended, debarred or in default of any obligation 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 Branch internet site at <http://www.winnipeg.ca/matmgt>); and
 - (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract; have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba);
- (g) be a member of CHLOREP if bidding on Sections A or B.

B9.2 The Bidder shall be prepared to 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.

B9.3 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.

B10. OPENING OF BIDS AND RELEASE OF INFORMATION

B10.1 Bid Submissions will not be opened publicly.

B10.2 Within two (2) Business Days following the Submission Deadline, the names of the Bidders and their Bid Prices (unevaluated and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B10.3 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 Branch internet site at <http://www.winnipeg.ca/matmgt>.

B10.4 The Bidder is advised that any information contained in any Bid Submission 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.

B11. IRREVOCABLE BID

B11.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B11.2 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.

B12. WITHDRAWAL OF BIDS

- B12.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B12.1.1 Notwithstanding GC.7.05(2), 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.
- B12.1.2 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.
- B12.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:
- (a) retain the Bid Submission until after the Submission Deadline has elapsed;
 - (b) open the Bid Submission 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 B12.1.3(b), declare the Bid withdrawn.
- B12.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B11.2 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.

B13. EVALUATION OF BIDS

- B13.1 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 (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
 - (c) Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B5.
- B13.2 Further to B13.1(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 if the interests of the City so require.
- B13.3 Further to B13.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid Submission or in other information required to be submitted, that he is responsible and qualified.
- B13.4 Further to B13.1(c), the Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B13.5 This Contract may be awarded as a whole (Alternative 1) or separately in sections (Alternative 2) as identified on Form B: Prices.
- B13.5.1 Notwithstanding B8.1, the Bidder may, but is not required to, bid on both alternatives, or on any one or more sections in Alternative 2.
- B13.5.2 The City shall not be obligated to award any section to the responsible Bidder submitting the lowest evaluated responsive Bid for that section 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 sections in Alternative 2, he shall have no claim against the City if his partial Bid is rejected in favour of an award of the Contract on the basis of an alternative or section upon which he has not bid.

B14. AWARD OF CONTRACT

- B14.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B14.2 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.
- B14.2.1 Without limiting the generality of B14.2, 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.
- B14.3 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.
- B14.4 Notwithstanding GC.3.01 and GC.3.02, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B14.5 The Contract Documents, as defined in GC.1.01(7), 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

C1. GENERAL CONDITIONS

C1.1 The *General Conditions for the Supply and Delivery of Goods* (Form 21: 88 03) are applicable to the Work of the Contract.

C1.1.1 The *General Conditions for the Supply and Delivery of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for the Supply and Delivery of Goods*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out "The City of Winnipeg Act" wherever it appears in the General Conditions and substituting "The City of Winnipeg Charter".
- D1.3 The General Conditions are amended by striking out "Board of Commissioners" or "Commissioner" wherever it appears in the General Conditions and substituting the "Chief Administrative Officer".
- D1.4 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Bid Opportunity".
- D1.5 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Bid Submission".
- D1.6 The General Conditions are amended by striking out "Bidding Instructions" wherever it appears in the General Conditions and substituting "Bidding Procedures".

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of the supply and deliver of water treatment chemicals for the period of August 01, 2005 to July 31, 2008.
- D2.2 The major components of the Work are as follows:
- (a) Section A – Liquid chlorine in tanker cars;
 - (b) Section B – Liquid chlorine in tonne containers;
 - (c) Section C – Fluorosilicic acid in tanker cars; and
 - (d) Section D – Phosphoric acid in tanker cars.
- 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 Subject to GC.4.08, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.
- D2.3.3 Further to D2.3.2, the City of Winnipeg s building a new water treatment plant, and the Province of Manitoba is expanding the Floodway, which may impact the chemicals being supplied under this contract.

D3. DEFINITIONS

- D3.1 When used in this Bid Opportunity:
- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;

- (b) "**Submission Deadline**" and "**Time and Date Set for the Final Receipt of Bids**" mean the time and date set out in the Bidding Procedures for final receipt of Bids;
- (c) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
- (d) "**G.W.W.D**" means the Greater Winnipeg Water District.;

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Mr. Peter Ward
Acting Superintendent of Regional Operations
360 McPhillips Street
Winnipeg, MB R3E 2L1

Telephone No.: (204) 986-4785
Facsimile No.: (204) 986-5230

D5. NOTICES

D5.1 GC.7.05 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".

D5.2 GC.7.05 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.

D5.3 Further to GC.7.05, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.4, D5.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.

D5.4 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:

The City of Winnipeg
Chief Administrative Officer Secretariat
Administration Building, 3rd Floor
510 Main Street
Winnipeg, MB R3B 1B9

Facsimile No.: (204) 949-1174

D5.5 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:

The City of Winnipeg
Corporate Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg, MB R3B 1J1

Facsimile No.: (204) 947-9155

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. WORKERS COMPENSATION

D7.1 The Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain Workers Compensation coverage 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) The Contractor shall provide and maintain Commercial General Liability insurance, in the amount of at least five million dollars (\$5,000,000.00) inclusive. The said Commercial General liability insurance shall include coverage for products and completed operations, blanket contractual liability, cross liability and/or severability of interest, non owned automobile liability, and shall include both The City of Winnipeg as an additional insured. This insurance coverage is to remain in place at all times throughout the duration of the Contract;
- (b) automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least five million dollars (\$5,000,000.00) at all times during the performance of the Work and until the date of Total Performance;
- (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 of insurance of each policy at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

D8.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

D9. MATERIAL SAFETY DATA SHEETS

D9.1 The Contractor shall provide the Contract Administrator with one (1) copy of Material Safety Data Sheets (MSDS's) for each product to be supplied under the Contract at least two (2) Business Days prior to the commencement of Work but in no event later than seven (7) Calendar Days from notification of the award of Contract.

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

CONTROL OF WORK

D10. COMMENCEMENT

- D10.1 The Contractor shall not commence any Work until he is in receipt of a purchase order authorizing the commencement of the Work.
- D10.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence that the Contractor is 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;
 - (ii) evidence of the workers compensation coverage specified in D7;
 - (iii) evidence of the insurance specified in D8; and
 - (iv) the Material Safety Data Sheets specified in D9.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D11. ORDERS

- D11.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

D12. RECORDS

- D12.1 The Contractor shall keep detailed records of the goods supplied under the Contract.
- D12.2 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.
- D12.3 The Contractor shall provide the Contract Administrator with a copy of the records for each year within thirty (30) Calendar Days of the end of that year.

MEASUREMENT AND PAYMENT

D13. INVOICES

- D13.1 Further to GC.9.01 and notwithstanding GC.9.03, the Contractor shall submit an invoice for each order delivered.
- D13.2 Further to D5.3, the Contractor shall submit invoices to the locations designated at the time of ordering.
- D13.3 Invoices must clearly indicate, as a minimum:
- (a) the City's order number;
 - (b) date of delivery;
 - (c) delivery address;

- (d) type and quantity of goods delivered;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D13.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D14. PAYMENT

D14.1 Further to GC.9.01 and GC.9.03, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D15. WARRANTY

D15.1 Notwithstanding GC.10.01 and GC.10.02, the warranty period for each item of Work supplied shall begin on the date of successful delivery and shall expire one (1) year thereafter unless extended pursuant to D15.2, in which case it shall expire when provided for thereunder.

D15.2 If a defect or deficiency prevents the full and normal use or operation of the Work or any portion thereof, for purposes of calculating the warranty period, time shall be deemed to cease to elapse for the defective or deficient portion, and for any portion of the Work whose use or operation is prevented by such defect or deficiency, as of the date on which the defect or deficiency is observed or the use or operation is prevented and shall begin to run again when the defect or deficiency has been corrected or the Work may be used or operated to the satisfaction of the Contract Administrator.

D15.3 Notwithstanding GC.10.01, GC.10.02 and D15.2, if any law of Manitoba or of the jurisdiction in which the Work was manufactured requires, or if the manufacturer provides, a longer warranty period or a warranty which is more extensive in its nature, then the provisions of such law or manufacturer's warranty shall apply.

PART E - SPECIFICATIONS

GENERAL

E1. GENERAL

E1.1 These Specifications shall apply to the Work.

E2. GOODS

E2.1 The Contractor shall supply and deliver water treatment chemicals in accordance with the requirements hereinafter specified.

E2.2 LIQUID CHLORINE

E2.2.1 Liquid Chlorine shall be supplied in tank cars and in one tonne containers.

E2.2.2 The supply and delivery of liquid chlorine is to be in accordance with the A.W.W.A. Standard for Liquid Chlorine ANSI/AWWA B301.

E2.2.3 The Contractor shall provide with each shipment an affidavit stating that the liquid chlorine furnished under the purchaser's order, at time of container loading, complies with all applicable requirements of this standard.

E2.2.4 Tank car pressure at time of delivery shall be 90 psi. If tank car pressure is not as specified and padding is required during the unloading of the chlorine an amount of \$450.00 will be deducted from the invoice payment.

E2.3 FLUROSILICIC ACID

E2.3.1 The supply and delivery of Fluorosilicic Acid shall be according to the latest A.W.W.A. Standard for Fluorosilicic Acid ANSI/AWWA B703.

E2.3.2 An affidavit shall be provided with each shipment stating that the Fluorosilicic Acid furnished under the purchaser's specifications complies with all applicable requirements of this standard. In addition, a certified analysis shall accompany each shipment covering items specified in these specifications.

E2.3.3 The concentration of H_2SiF_6 shall be such that an insoluble precipitate does not form due to a high concentration of H_2SiF_6 .

E2.3.4 The Fluorosilicic Acid shall contain a minimum of 23% and a maximum of 30% Fluorosilicic Acid by weight.

E2.4 PHOSPHORIC ACID

E2.4.1 The chemical supplied shall be Food Grade seventy-five percent (75%) phosphoric acid and be suitable for addition to drinking water for reducing lead service pipe corrosion in the distribution system.

E2.4.2 The phosphoric acid shall meet the requirements of the latest version of the food chemicals Codex and the latest National Sanitation Foundation Standard Number 60 for Drinking Water Treatment Chemicals – Health Effects. Documentation of the N.S.F. Standard #60 certification from the certifying agency shall be furnished upon request of the Contract Administrator.

E2.4.3 The Contractor shall submit with each shipment the manufacturer's certified test report showing the source of the chemical and the level of common contaminants including arsenic, cadmium and lead contained in the delivered phosphoric acid.

E2.4.4 The total volume of the phosphoric acid bulk storage tanks at the Deacon Chemical Feed Facility is 74 cubic metres.

E3. TESTING

E3.1 It shall be the Contractor responsibility to perform all tests and inspections required by this specification and to identify the source of the submitted chemical and physical compositions.

E3.2 The Contract Administrator or his duly authorized representative reserves the right to perform any of the tests and inspection requirements where such test and inspections are needed to further determine compliance with this specification.

E3.2.1 Samples: 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 these specifications. Chemical not meeting the specification will be returned to the Contractor at his/her expense.

E4. DELIVERY

E4.1 Goods shall be delivered on an "as required" basis during the term of the Contract, f.o.b. destination, freight prepaid, to various locations within the City.

E4.1.1 Chemicals in tanker cars:

G.W.W.D Railway Yard
St. Boniface Station
598 Plinquet Street
Winnipeg, MN

E4.1.2 Liquid Chlorine in one (1) tonne containers shall be delivered to the following locations:

McPhillips Pumping Station
360 McPhillips St
Winnipeg, MB

MacLean Pumping Station
875 Lagimodiere Boulevard (at Marion St.)
Winnipeg, MB

Hurst Pumping Station
768 Hurst Way (at Waverley St.)
Winnipeg, MB

E4.2 Goods shall be delivered as listed from the placing of an order, except where otherwise agreed at the time of ordering:

- (i) Chlorine in tanker cars shall be within two (2) weeks of order;
- (ii) Chlorine in one(1) tonne containers shall be with forty-eight (48) hours of order;
- (iii) Fluorsilicic acid shall be within three (3) weeks of order; and
- (iv) Phosphoric acid shall be within three (3) weeks of order.

E4.3 Goods shall be delivered between 8:30 a.m. and 4:30 p.m. on Business Days.

E4.4 The Contractor shall off-load Chlorine in one (1) tonne containers as directed in E4.1.2.

E4.5 The City will transfer the liquid chlorine tank cars to the Intake at Shoal Lake or the Deacon Reservoir by way of a City owned railway.

E4.6 The City will transfer the Fluorosilicic Acid and Phosphoric Acid to the Deacon Reservoir by way of a City owned railway.

- E4.7 When ordering chemicals the City will state the destination address. The Contractor shall ensure that each tank car is tagged with the proper destination address.
- E4.8 The Contractor shall have sufficient tank cars in service so that cars can be in transit while a car is being emptied or being stockpiled as per E7.
- E4.9 In the event the Contractor is unable to deliver the required chemicals within the time period specified, the City will immediately take whatever steps are necessary to obtain the chemicals. Additional costs in this regard will be charged to the Contractor and deducted from his payment.
- E4.10 The contractor shall;
- (a) Supply a depth versus volume table in metric units for each tank car delivered; and
 - (b) Furnish certified weigh tickets to the City upon delivery.

E5. WEIGHT RESTRICTION

- E5.1 The maximum gross weight of all loaded tank cars shall be 90 tonnes except for tank cars containing Liquid Chlorine destined for Deacon Reservoir, which may have a maximum gross weight of 120 tonnes.
- E5.1.1 The Contractor may "short load" cars to achieve this requirement.

E6. DEMURRAGE

- E6.1 The Bidder shall include, if applicable, demurrage charges on Form B: Prices. If this item is not completed, it will be understood that no demurrage charges apply.
- E6.2 The approximate number of "return days" that the City will have a rail car in its possession are stated in the item descriptions on Form B: Prices for demurrage for each type of chemical and gross weight of rail car to be supplied.
- E6.3 Demurrage will be paid for any days over and above those stated on Form B: Prices as the number of "return days" for each day for each car the City has in its possession at the Contract Unit Price for Demurrage for each chemical and rail car gross weight.
- E6.4 Demurrage will not be paid for any cars returned within the stated number of return days. Any costs associated with demurrage during this time shall be included in the price bid for each chemical being supplied.
- E6.5 Demurrage will not be paid for railway cars used in connection with "Stockpiling Chemicals" as described in E7.

E7. STOCKPILING CHEMICALS

- E7.1 It is expected that sometime between August 2006 and the July of 2007 the G.W.W.D. Railway Bridge crossing the Red River Floodway will be shut down for approximately 5 months due to the Floodway Expansion Project. At this time it will be necessary to stockpile tank cars on the east side of the floodway bridge at Deacon Reservoir and the Shoal Lake Intake to ensure a supply for the five months this bridge will be out of service.
- E7.2 The approximate amounts of the chemicals to be stockpiled are as follows:
- (a) Liquid Chlorine (Intake) 275,000 Kg
 - (b) Liquid Chlorine (Deacon) 160,000 Kg
 - (c) Phosphoric Acid 108,000 Kg

(d) Fluorosilicic Acid 165,000 KG

- E7.3 The Contractor shall have sufficient tank cars in service so that cars can be in transit while a car is being emptied or being stockpiled.
- E7.4 The Contractor may also choose, if possible, to deliver the Phosphoric Acid and/or Fluorosilicic Acid by truck to the Deacon Reservoir instead of stockpiling during the railway bridge shutdown period.
- E7.4.1 The Contractor shall make a test delivery well in advance of the railway bridge shutdown to demonstrate the viability of trucking these chemicals and for the City to make any required equipment adjustments or to allow for the delivery of railway cars should trucking the chemicals not be possible.
- E7.4.2 The Contractor shall only deliver chemicals by truck if approved by the Contract Administrator.
- E7.5 The Contractor will be paid for "Stockpiling Chemicals" on a unit basis for each type of chemical for each month that the G.W.W.D. Floodway Bridge is out of service and shall include all extra costs associated with the stockpiling of chemicals including but not limited to; demurrage, leasing costs and/or trucking costs.
- E7.6 Demurrage as described in E6 will not be paid for railway cars used in connection with "Stockpiling Chemicals" during the time the Floodway Bridge is out of service.

E8. EMERGENCY RESPONSE ASSISTANCE PLAN

- E8.1 The Chlorine supply Contractor shall be a member of CHLOREP.
- E8.2 In the event of a derailment along the City owned railway, the Contractor shall in cooperation with the chlorine manufacturer, the CHLOREP team and any other governing body, be prepared to mobilize and assist in the transfer of the chemical from the derailed car to a replacement car.
- E8.3 Payment for this work will be made in accordance with GC. 4.07(1) (d) of the General Conditions.