



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 869-2007**

**SUPPLY AND DELIVERY OF METHANOL FOR THE NEWPCC**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 SUPPLY AND DELIVERY OF METHANOL FOR THE NEWPCC

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, January 11, 2008.

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. SITE INVESTIGATION**

B3.1 Further to GC.2.01, the Bidder may make an appointment to view the Site by contacting the Contract Administrator.

B3.2 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

### **B4. ENQUIRIES**

B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B4.2 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.

B4.3 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.

B4.4 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.

B4.5 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.

B4.6 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.

### **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 Branch internet site at <http://www.winnipeg.ca/matmgt>
- B5.2.2 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 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 sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he 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 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;
- (c) Form N: Price Adjustment Mechanism; and
- (d) if the bid is based on Option 3 - Bidder's Price Adjustment Mechanism, an attachment clearly describing the proposed price adjustment mechanism.

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 Branch  
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, may result in the Bid being determined to be non-responsive.

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 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;
- (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.

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 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 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 shall be printed below such signatures.

B8.4.2 All signatures should be witnessed, except where a corporate seal has been affixed.

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 Further to GC.9.02, the Bidder may submit a bid on the basis of prices fixed for the duration of the Contract, or prices adjusted during the term of the Contract (see B10).

B9.1.2 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.

B9.2 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. PRICE ADJUSTMENT MECHANISM**

### **General**

B10.1 Further to GC.9.02, the Bidder may submit a bid on the basis of:

- (a) Option 1 – Fixed Price;
- (b) Option 2 – Indexed Price; or
- (c) Option 3 – Bidder's Price Adjustment Mechanism.

B10.2 The Bidder is advised that, if he is submitting bids on the basis of more than one option, to clearly identify both Form B: Prices and Form N: Price Adjustment Mechanism (or an attachment describing the Bidder's proposed price adjustment mechanism) for each option.

### **Option 1 – Fixed Price**

B10.3 If the Bidder is submitting a bid based on Option 1 – Fixed Price, he shall indicate so on Form N: Price Adjustment Mechanism.

B10.4 Prices shall be fixed for the duration of the Contract except as expressly provided in GC.9.02.

### **Option 2 – Indexed Price**

B10.5 If the Bidder is submitting a bid based on Option 2 – Indexed Price, he shall complete Form N: Price Adjustment Mechanism – Option 2 - Indexed Price.

B10.6 Prices shall be fixed for the duration of the Contract except that, effective the first Business Day of each month, the Unit Price shall be increased or decreased by the amount of the increase or decrease in the Methanex Non-Discounted Reference Price converted to Canadian dollars as follows:

The Unit Price will be adjusted for March 2008 as follows:

$$UP_{MAR\ 08} = UP_{BID} - (MNDRP_{BID} \times US\$_{BID}) + (MNDRP_{MAR\ 08} \times US\$_{MAR\ 08})$$

where:

- (a) "UP<sub>BID</sub>" means the Bid Unit Price in Canadian dollars per tonne (\$/tonne) submitted by the Bidder on Form B: Prices.
- (b) "UP<sub>MMM YY</sub>" means the Unit Price in Canadian dollars per tonne (\$/tonne) for the indicated month (MMM-YY).
- (c) "MNDRP<sub>BID</sub>" means the Methanex Non-Discounted Reference Price (Methanex Corporation Regional Posted Contract Prices - North America) in U.S. dollars per tonne (US\$/tonne) submitted by the Bidder on Form N: Price Adjustment Mechanism.
- (d) "MNDRP<sub>MMM YY</sub>" means the Methanex Non-Discounted Reference Price (Methanex Corporation Regional Posted Contract Prices - North America) in U.S. dollars per tonne (US\$/tonne) for the indicated month (MMM-YY). This index is available at <http://www.methanex.com/products/methanolprice.html>.
- (e) "US\$<sub>BID</sub>" means the Bank of Canada, Daily Noon Exchange Rate, Canadian dollars per U.S. dollar (Can\$/US\$) submitted by the Bidder on Form N: Price Adjustment Mechanism.
- (f) "US\$<sub>MMM YY</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 the indicated month (MMM-YY). This index is available at <http://www.bank-banque-canada.ca>.

The change in Unit Price for subsequent months during the term of the contract will be calculated in the same manner.

B10.7 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).



### **Option 3 - Bidder's Price Adjustment Mechanism**

- B10.8 Notwithstanding B6, the Bidder may submit a bid based on an alternative price adjustment mechanism without applying for approval of the substitute and without submitting a bid based on one of the price adjustment mechanism specified above.
- B10.9 Alternative price adjustment mechanisms must:
- (a) be based on indices which:
    - (i) are directly related to the cost of production and transportation, or the fair market price, of methanol;
    - (ii) are not substantially controlled by the Bidder, or a directly related person or company;
    - (iii) are available on or prior to the effective date of each price adjustment;
    - (iv) can be verified through independent sources (i.e., published or posted publicly, or reported by an independent party);
  - (b) result in not more than one adjustment per month; and
  - (c) be determinable, i.e., conditions such as "to be determined" or "to be negotiated" will be deemed non-responsive.
- B10.10 If the Bidder is submitting a bid based on Option 3 - Bidder's Price Adjustment Mechanism, he shall indicate so on Form N: Price Adjustment Mechanism and shall submit with his bid an attachment clearly describing the proposed price adjustment mechanism.
- B10.10.1 The description of the proposed price adjustment mechanism must contain information comparable in detail to Option 2, including but not limited to:
- (a) identification of the indices and the data sources;
  - (b) the values and dates of the indices used to calculate the Unit Price on Form B: Prices;
  - (c) a clear description of the calculation method; and
  - (d) a sample calculation of a price adjustment.
- B10.11 The Bidder shall be prepared to submit, within three (3) Business Days of a request by the Contract Administrator, a written record of the proposed indices for at least the most recent thirty-six (36) month period available.
- B10.12 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).

### **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 Branch internet site at <http://www.winnipeg.ca/matmgt>.

- 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 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- 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 Branch internet site 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 Branch internet site 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 Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B14.1.1 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.
- 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 Bid after the Submission Deadline but before his 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 (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
- (c) evaluated Bid Price;
- (d) economic analysis of any approved alternative pursuant to B6.

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 Bid or in other information required to be submitted, that he is responsible and qualified.

B15.4 Further to B15.1(c), the evaluated Bid Price shall be the sum of the approximate quantities multiplied by the City's estimate of unit prices during the term of the Contract for each item shown on Form B: Prices.

B15.4.1 The City's estimate of unit prices during the term of the Contract will be based on the unit prices bid and any price adjustment mechanism(s) proposed by the Bidder.

B15.4.2 Alternative price adjustment mechanisms (Option 3) will be evaluated by comparison of the data and resultant extrapolation for the proposed indices with the data and resultant extrapolation for the index specified by the City.

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.

B16.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.

B16.4 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.

B16.5 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 delivery of methanol (methyl alcohol) for the period of February 15, 2008 or the date of award, whichever is later, to August 31, 2009.
- D2.2 The Work shall be done on an "as required" basis during the term of the Contract.
- D2.2.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.
- D2.2.2 Notwithstanding 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 Methanol will be used in a new process at the NEWPCC and consumption rates will vary during start-up and final operation. The following is a preliminary estimate of consumption provided for information only and shall not be construed as either an order commitment or a delivery schedule:

Week(s) No.	Approximate Weekly Consumption (tonnes)	
1 to 2	--	Start of Contract
3 to 12	1.0	Equipment testing
13	4.2	Process start-up
14	8.3	
15	16.6	
16	24.9	
17	33.2	
18 & after	41.5	Anticipated stable operation

### D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (a) "**Award Authority**" means the authority having the jurisdiction to award the Contract according to the City's by-laws, policies or procedures;
- (b) "**ASTM**" means ASTM International, formerly known as the American Society for Testing and Materials;
- (c) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (d) "**Driver**" means an individual delivering methanol by truck;
- (e) "**NEWPCC**" means North End Water Pollution Control Centre, 2230 Main Street, Winnipeg, Manitoba;
- (f) "**Operator**" means an employee of the City authorized to unload, or assist in the unloading of, methanol at the NEWPCC;
- (g) "**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;
- (h) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract.

### D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is Earth Tech (Canada) Inc., represented by:

Glenn F. Nakauchi, C.E.T., C.I.M., C.P.P.  
Technical Supervisor  
850 Pembina Highway  
Winnipeg MB R3M 2M7  
Telephone No. (204) 477-5381  
Facsimile No. (204) 284-2040

### 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 following address or facsimile number:

The City of Winnipeg  
Chief Administrative Officer Secretariat  
Attn: Chief Administrative Officer  
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  
Attn: City Solicitor  
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. INSURANCE**

- D7.1 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. 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 The City of Winnipeg as an additional insured. This insurance coverage is to remain in place at all times throughout the performance of the Work.
  - (b) Automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least five million dollars (\$5,000,000.00). This insurance is to remain in place at all times throughout the performance of the Work;
  - (c) The certificate of insurance must expressly state: "Operations to include delivery of chemicals.
- D7.2 Deductibles shall be borne by the Contractor.
- D7.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.
- D7.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

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

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



## **SCHEDULE OF WORK**

### **D9. COMMENCEMENT**

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

### **D10. FORFEITURE OF CONTRACT**

- D10.1 Notwithstanding GC.8.02 (1) and GC.8.02 (3), the City shall have the full right and power to take the whole of the Work, or any part or parts thereof, out of the hands of the Contractor, without process or action at law, upon giving the Contractor written Notice.

### **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.

## **MEASUREMENT AND PAYMENT**

### **D12. PRICE ADJUSTMENTS**

- D12.1 If the Contract is awarded on the basis of Option 2 – Indexed Price or Option 3 – Bidder's Price Adjustment Mechanism (see B10), Unit Prices shall be adjusted during the term of the Contract in accordance with the applicable price adjustment mechanism.
- D12.2 Prior to commencement of the Work, the Contractor shall stipulate whether prices are based on:
- (a) the date the order is placed by the City; or
  - (b) the date the shipment is delivered.
- D12.2.1 The price date basis stipulated by the Contractor pursuant to D12.2 shall remain in force throughout the term of the Contract unless otherwise authorized in writing by the Contract Administrator.
- D12.3 The Contractor shall notify the Contract Administrator in writing of each price adjustment no later than the effective date of the price adjustment.
- D12.4 The Contractor shall, upon request, supply evidence, satisfactory to the Contract Administrator, of indices upon which adjustments are based.

### **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.

D14.2 Further to GC.9.03, effective January 1, 2007 the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

**INDEMNITY**

**D15. INDEMNITY**

D15.1 Notwithstanding GC.7.03, the Contractor shall indemnify the City in the amount of two million dollars (\$2,000,000), plus a minimum of twice the Contract value.

**WARRANTY**

**D16. WARRANTY**

D16.1 Notwithstanding GC.10.01, the warranty period for each shipment supplied shall begin on the date of successful delivery and expire one (1) year thereafter unless extended pursuant to G.C.10.01 (6), in which case it shall expire when provided for thereunder.

## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following Drawings are provided for the information of the Bidder.

<u>City 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
1-0101C-A-A0006-001-01D	Instrumentation – Methanol Dosing Tanks - Installation Plan

E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.

#### E2. METHANOL

E2.1 The Contractor shall supply Item No. 1 - Methanol in accordance with the following requirements:

- (a) Except as otherwise specified, methanol shall meet or exceed the requirements of ASTM D1152-06 Standard Specification for Methanol (Methyl Alcohol).
- (b) Notwithstanding 3.1 of said Standard, the test for colour will not be required.
- (c) Further to 3.1 of said Standard, the optional test for odour will not be required.
- (d) Further to 6.1 of said Standard, methanol shall be delivered in bulk trucks.

E2.1.1 Unless otherwise approved by the Contract Administrator, test methods and procedures shall be in accordance with the requirements of ASTM D1152-06.

#### E3. DELIVERY

##### General

E3.1 Methanol shall be delivered on an "as required" basis during the term of the Contract, f.o.b. destination, freight prepaid, to the NEWPCC, 2230 Main Street, Winnipeg, Manitoba.

E3.1.1 Methanol shall be delivered within seven (7) Calendar Days of the placing of an order, unless otherwise allowed by the User at the time of ordering.

E3.1.2 Notwithstanding E3.1.1, the Contractor will be allowed fifteen (15) Calendar Days from the date of award to deliver the first shipment.

E3.2 The Nitrogen Removal Facility at the NEWPCC is equipped to receive delivery by truck.

E3.3 Methanol shall be delivered between 8:00 a.m. and 2:00 p.m. on Business Days.

E3.3.1 The Contractor shall notify the User at least seventy-two (72) hours prior to each delivery.

E3.3.2 The Contract Administrator may assign specific days and times during which delivery of methanol is permitted. The Contract Administrator may, from time to time, adjust the assigned days and times to meet operational requirements.

E3.4 The City will provide:

- (a) nitrogen gas connection: 25 mm Air King male connector;
- (b) methanol fill connection: 75 mm Camlock male connector;
- (c) grounding connection to the truck hose;

(d) emergency shower and eyewash station.

E3.5 Each truck shall be equipped with:

- (a) its own unloading system (typically a truck mounted pump) which:
  - (i) is manually controlled by the Driver;
  - (ii) has a pump discharge with pressure indicating device to detect any high pressure and able to shut off the pump if higher than pre-set pressure is detected;
  - (iii) has an unloading line with a connection to nitrogen purge gas with an isolation valve;
- (b) 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.

E3.6 The Driver shall unload methanol from the truck to the City's storage tanks with the assistance of an Operator.

E3.7 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 Operator closes the valve CV-702 located in the valve chamber.
- (d) The Driver connects the grounding cable to the truck.
- (e) The Driver verifies that "SYSTEM READY" in the control panel is on indicating the total available spare capacity in the storage tank is greater than a preset volume (enough to accommodate full truck/trailer volume plus safety margin).
- (f) The Driver connects the nitrogen purge line to the unloading line.
- (g) The Driver connects the methanol hose to the fill pipe to the storage tanks.
- (h) The Driver starts the unloading by press the "START UNLOADING" button in the control panel.
- (i) The Driver shall stay close to the pump enough to reach and turn off the pump in no more than 5 seconds if an alarm is issued or an emergency is identified.
- (j) Unloading normally continues until the truck is empty. The Driver then manually stops the unloading by press the "STOP UNLOADING" in the control panel.
- (k) 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.
- (l) If the control system initiates alarms at conditions such as detecting high level in the tank, low conductivity for grounding, etc., the Driver should stop the unloading by turning off the truck mounted pump. If the alarm is for high level in the tank, the flow will be diverted to the other tank if the level in that tank is low by opening and closing of the actuated valves in the fill lines.
- (m) 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 chemical 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.

- (n) Once the unloading is finished, the Driver opens the valve (CV-701A) in the nitrogen purge line and then that valve attached to the truck unloading line, to blow off residual methanol in the unloading line for 5 to 10 seconds. Then close the valves reversely. Then disconnect the nitrogen hose.
- (o) The Driver opens CV-700 and disconnects the unloading hose.
- (p) The Operator opens the valve located in the manhole.
- (q) The Driver disconnects the grounding cable.
- (r) If any spill happens, follow the Contractor's emergency procedure with assistance from the Operator.

#### **E4. TRAINING**

- E4.1 The Contractor shall provide training for City staff.
- E4.2 Training shall include written materials, on-site classroom sessions and "hands-on" training addressing:
  - (a) specific hazards of methanol;
  - (b) personal protective equipment and safety procedures;
  - (c) unloading procedures.
- E4.3 Training sessions should include a test with a pass/fail in terms of continuing education units in the Province of Manitoba.
- E4.4 The Contractor shall coordinate training dates with the contractor that is constructing the NEWPCC Centrate Nutrient Treatment - Nitrogen Removal Facility. Information regarding the construction contract, Bid Opportunity No. 291-2006, is 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/finance/findata/matmgt/bidres/Past/2006.asp>.
- E4.5 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.
  - E4.5.1 The City will provide a suitable room at the NEWPCC and audio visual equipment for training.
- E4.6 "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.
- E4.7 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.
- E4.8 During the last six 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.
- E4.9 Training sessions may be video recorded. The material may be edited and supplemented to provide a permanent record for the City's use.