



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 789-2009**

**SUPPLY AND DELIVERY OF SULFURIC ACID**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 SUPPLY AND DELIVERY OF SULFURIC ACID

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, November 24, 2009.

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

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

### **B3. ENQUIRIES**

B3.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.

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

B3.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

### **B4. 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 Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B4.2.2 The Bidder is responsible for ensuring that he 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.

B4.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 7 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;
  - (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 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 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.
- B5.10 Notwithstanding B5.2 to B5.9, and in accordance with B6.7, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B13.1(a)

## **B6. BID SUBMISSION**

- B6.1 The Bid shall consist of the following components:

- (a) Form A: Bid;
  - (b) Form B: Prices.
- B6.2 Further to B6.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B5.
- B6.3 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.
- B6.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B6.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B6.5.1 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.
- B6.6 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.
- B6.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B13.1(a).
- B6.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to (204) 949-1178.
- B6.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B6.9 Bids 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;
  - (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 9 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.

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

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

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; 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.

B9.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information

Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

- B9.3 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).
- B9.4 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.
- B9.5 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.

#### **B10. OPENING OF BIDS AND RELEASE OF INFORMATION**

- B10.1 Bids will not be opened publicly.
- B10.2 Following the Submission Deadline, the names of the Bidders and their Total bid prices (unevaluated, and pending review and verification of conformance with requirements or evaluated prices) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>
- 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 Division website at <http://www.winnipeg.ca/matmgt>
- B10.4 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.

#### **B11. IRREVOCABLE BID**

- B11.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 8 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 8 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 C21, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- 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 9 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 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 9 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, or acceptable deviation therefrom (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
  - (c) Total 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 or minor informalities or irregularities 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 or in other information required to be submitted, that he is responsible and qualified.
- B13.4 Further to B13.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B13.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.
- B13.4.2 Further to B13.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

### **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, in accordance with B13.

B14.3.1 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.

B14.4 Notwithstanding C4 and Paragraph 5 of Form A: Bid, 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 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 and Delivery of Goods* (Revision 2008 05 26) are applicable to the Work of the Contract.
- C0.1.1 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 Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Goods*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

D1.1 In addition to the *General Conditions for the Supply and Delivery 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 sulfuric acid for the period from January 1, 2010 until December 31, 2010, with the option of two (2) 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 January 1st of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.2 The Work shall be done on an "as required" basis during the term of the Contract.

D2.2.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.2.2 Notwithstanding C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.3 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

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

D3.1 The Contract Administrator is:

Dave Carr, P. Eng.  
Water Treatment Operations Support Engineer  
552 Plinguet Street  
Winnipeg MB R2J 0G1

Telephone No.: (204) 986 - 2091  
Facsimile No.: (204) 986 - 2075

#### **D4. NOTICES**

D4.1 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 address or facsimile number:

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

Facsimile No.: (204) 949-1174

## **SUBMISSIONS**

### **D5. AUTHORITY TO CARRY ON BUSINESS**

D5.1 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.

### **D6. INSURANCE**

D6.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) if required, automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00), to remain in place at all times during the performance of the Work;
- (c) the certificate of insurance must expressly state, "operations to include the delivery of chemicals".

D6.2 Deductibles shall be borne by the Contractor.

D6.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in C4 for the return of the executed Contract.

D6.4 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.

D6.5 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.

### **D7. MATERIAL SAFETY DATA SHEETS**

D7.1 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.

D7.2 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.

### **D8. SECURITY CLEARANCE**

D8.1 The following security clearances are required for truck deliveries to the Water Treatment plant site indicated in clause D10.1.

D8.2 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence.

- D8.3 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- D8.4 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person, will not be permitted to perform any Work.
- D8.5 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- D8.6 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work.
- D8.7 An alternative security clearance known as the Free and Secure Trade (FAST) program which is a border agreement between the United States, Canada and Mexico, will be acceptable subject to the requirement to provide the security clearance as noted in D9.1 to D9.5, if any issue arise. The driver must carry a valid "FAST" Commercial Driver Registration ID card to access the site indicated in clause D10.1.

## **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 until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D5;
    - (ii) evidence of the workers compensation coverage specified in C6.16;
    - (iii) evidence of the insurance specified in D6;
    - (iv) the Material Safety Data Sheets specified in D7;
    - (v) the security clearances specified in D8.
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

### **D10. DELIVERY**

- D10.1 Goods shall be delivered by truck or rail tanker car on an "as required" basis during the term of the Contract, f.o.b. destination, freight prepaid, to:

**Truck**

Chemical Storage Building  
Lot 57082  
Provincial Road 207  
Rural Municipality of Springfield MB

**Rail Car**

Greater Winnipeg Water District Railway  
Rail Transfer Yard  
598 Plinquet Street  
Winnipeg MB

- D10.1.1 Goods shall be delivered within twenty(20) Business Day(s) of the placing of an order, unless otherwise allowed by the User at the time of ordering.
- D10.2 When ordering chemicals the City will state the destination address. The Contractor shall ensure that each truck or rail car is tagged with the proper destination address.

- D10.3 The Contractor shall confirm each delivery with the Contract Administrator or his/her designate, at least two (2) Business Days before delivery.
- D10.4 Goods shall be delivered between 7:30 a.m. and 4:00 p.m. on Business Days.
- D10.5 The Contractor shall have sole care, custody and control of the Goods until the Goods arrive at the Point of Delivery.
- D10.6 The Contractor shall be subject to the City's safety procedures while performing any portion of the Work on the Site or at any other City facility.
- D10.7 The City will:
- (a) Take care and control of the Goods at the point of delivery, after unloading when the Goods are delivered by truck.
  - (b) Familiarize the Contractor delivery personnel with Site specific safety procedures.
  - (c) Provide services at the Site unloading facilities for deliveries by truck and rail car.
- D10.8 The Contractor shall off-load Goods delivered by truck as directed at the delivery location. The Driver shall unload sulfuric acid from trucks to the City's storage tank with the assistance of an Operator.
- D10.9 The City will transfer the sulfuric acid delivered by rail tanker car from the transfer track to the Winnipeg Water Treatment Plant site by way of the City's Greater Winnipeg Water District Railway.
- D11. DEMURRAGE**
- D11.1 The City shall retain each rail car in its possession for a period of ten (10) Calendar Days.
- D11.2 Demurrage shall be charged for each Calendar Day in excess of ten (10) Calendar Days that the City retains possession of a rail car.
- (a) If no Unit Price is identified, no demurrage charge shall apply.
  - (b) The length of time a railcar 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 rail car is released for removal. Demurrage shall not accrue as a result of a delay in removal by the Contractor.
- D12. LIQUIDATED DAMAGES**
- D12.1 In the event the Contractor is unable to deliver the required chemicals within the time period specified in clause D10.1.1, the City will immediately take whatever steps are necessary to obtain the chemicals. Further to C17.4 (c) additional costs in this regard will be charged to the Contractor and deducted from his payment.
- D13. ORDERS**
- D13.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.
- D14. RECORDS**
- D14.1 The Contractor shall keep detailed records of the goods supplied under the Contract.
- D14.2 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.

D14.3 The Contractor shall provide the Contract Administrator with a copy of the usage records for each year within thirty (30) Calendar Days of the end of year one (1) and within thirty (30) Calendar Days at the end of any Contract extension period should the Contract be extended.

## **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 and MRST 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.

### **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 AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
1-0601Y-A-C0169-00102D	Civil-Pavement Markings and Sign 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 B5.

#### E2. GOODS

E2.1 The Contractor shall supply and deliver sulfuric acid in accordance with the requirements hereinafter specified.

E2.2 The 93% sulfuric acid furnished under this specification shall be suitable for addition to potable water for disinfection. The percent sulphuric acid (H<sub>2</sub>SO<sub>4</sub>) by weight (%wt/wt) shall be between 93.2 % and 93.8 %.

E2.3 Certificate of Analysis:

(a) A certificate of analysis shall be submitted by the Contractor for each chemical delivery to the City. The certificate can be delivered with the shipment or faxed to the Contract Administrator stated in D3.1 before unloading begins. This report shall contain the following:

- (i) % H<sub>2</sub>SO<sub>4</sub> (typically 93.2 to 93.8%);
- (ii) Iron (ppm);
- (iii) SO<sub>4</sub> (ppm);
- (iv) Colour (APHA);
- (v) P.O.M. (mL);
- (vi) Appearance;

(vii) A complete analysis shall be provided a minimum of twice yearly.

(b) No deliveries will be accepted by the City unless accompanied by Certificate of Analysis for the specific batch or lot of chemical delivered and the quality specifications listed are met.

E2.4 Inspection by the City

(a) The City or its duly authorized representative reserves the right to sample and test each shipment of chemical upon delivery and to reject shipments that do not conform to these specifications.

(b) The Contractor shall remove and replace any and all contaminated sulfuric acid that fails to meet these specifications or the sulfuric acid will be removed by the City and the cost for removal and disposal will be billed to the Contractor.

### **E3. DELIVERY BY TRUCK**

- E3.1 The Driver shall unload sulfuric acid from trucks to the City's storage tank with the assistance of an Operator.
- E3.2 Each truck shall be equipped with its own unloading system (typically air padding) which is manually controlled by the Driver. The City will provide a compressed air line at the unloading panel c/w 25 mm Chicago fitting for compressed air.
- E3.2.1 The City will provide a fifty (50) mm diameter connection to receive the sulfuric acid. The City will provide either a four bolt stainless steel flange or a cam lock connector at the Contractor choice.
- E3.2.2 The Contractor shall provide trucks equipped with any additional equipment required, including but not limited to:
- (b) chemical hoses suitable to connect to the City's chemical unloading line;
  - (c) straps or other securing devices to fasten the chemical port to prevent blow-out.
- E3.3 Unloading shall be in accordance with the Contractor's procedures. The following procedure is intended to identify minimum requirements and to outline responsibility for tasks:
- (a) Upon arrival of the tanker truck at the site, the Driver shall provide his own appropriate Personal Protective Equipment.
  - (b) The Operator will confirm the weight of product being delivered. The specific gravity (SG) of the sulfuric acid should be stated on the Certificate of Analysis provided by the Driver.
  - (c) The Driver should provide written documentation that the supplier has determined, checked and documented the volume in the tanker truck by manual measurement.
  - (d) The Operator will calculate the volume being delivered and ensure that it is in agreement with the documentation provided. Do not unload the tanker truck until the volume in the truck is confirmed.
  - (e) The Operator manually verifies the storage tank level to ensure there is enough capacity to accept the contents of the tanker.
  - (f) The Driver ensures that the unloading point containment vessel is in place.
  - (g) The Driver will manually connect the transfer hose to the truck.
  - (h) The Driver will manually connect the plant air line and check the pressure setting.
  - (i) The Driver will manually open the truck mounted isolation valves(s) for the liquid line.
  - (j) The Operator will open the three unloading line isolation valves and ensure that the drain valve is closed.
  - (k) The Operator will ensure that the area surrounding the tank vent discharge line is kept clear during the unloading.
  - (l) The Driver starts the unloading blower to initiate the unloading. Alternately, connect and use the plant air supply line to the tanker so that the vehicle engine may be shut down during unloading.
  - (m) The Operator will ensure that the air supply line pressure is set as directed by the Driver.
  - (n) The Operator will monitor the discharge line and storage tank for leaks during unloading.
  - (o) The Driver will terminate unloading by stopping the unloading blower.
  - (p) After all air pressure has been vented from the tanker and storage tank, the Driver will isolate the discharge hose.
  - (q) The Operator will close the transfer line isolation valves.
  - (r) The Driver will disconnect the air and liquid lines ensuring that any drips are collected in the containment vessel.

- (s) In the event that a tank high level alarm occurs during unloading, a high level warning alarm light and horn will occur at the liquid ferric unloading station. If this occurs, the transfer should be stopped immediately until the problem can be corrected. If the problem(s) can be rectified, the isolation valves can be re-opened by the Operator and unloading continued.
- (t) If the unloading must be terminated prematurely for any reason, care must be taken by the Driver to safely drain the transfer hose and piping to the containment areas and dispose of the chemical by approved means.

#### **E4. DELIVERY BY RAIL**

- E4.1 The City will provide the following at the unloading platform in the railcar shelter for the connection of compressed air and chemical unloading line:
  - a) hose c/w one (1) 25 mm Chicago fitting for compressed air for air padding;
  - b) hose c/w 75 mm four (4) bolt stainless steel flange for offloading the sulfuric acid;
  - c) two (2) 50 mm steam hoses c/w fittings for steam heating the rail car.
- E3.2 The Contractor shall provide any additional equipment required, including but not limited to:
  - a) one (1) fitting c/w 25 mm air valve assembly, for connecting the air hose to the railcar, to suit the railcar;
  - b) one (1) fitting c/w 75 mm four (4) bolt flange suitable to connect to the City's chemical unloading line.

#### **E5. SITE ROADS AND WORK SITE ACCESS**

- E5.1 The Contractor shall have access to the site on Business Days between 07:30 a.m. and 4:00 p.m. unless otherwise approved by the Contract Administrator.
- E5.2 Access to the work site is restricted and cooperation with other contractors on site is necessary in the best interest of all parties.
- E5.3 Provincial Road 207 north of the Greater Winnipeg Water District (GWWD) rail crossing is a Class B1 road and is subject to load restrictions which will affect the maximum weight of individual deliveries. The approximate 3.2 km of PR 207 south of the Site entrance to Highway 1 East is a Class 1 highway subject to normal loading.

#### **E6. EMERGENCY RESPONSE**

##### **E6.1 *Truck:***

- E6.1.1 Site Emergency Spill Response
  - (a) The Contractor shall ensure that due care and caution is taken to prevent spills.
  - (b) The Contractor shall report all major spills of petroleum products or other hazardous substances with the potential for impacting the environment and threat to human health and safety to the Contract Administrator and Manitoba Conservation, immediately after occurrence of the environmental accident, by calling the twenty-four (24) - hour emergency telephone phone number (204) 945-4888.
  - (c) The Contractor shall designate a qualified supervisor as the on-site emergency response coordinator for the Work. The emergency response coordinator shall have the authority to redirect manpower in order to respond in the event of a spill. (The Contractor should include reference to a site-specific Emergency Response Plan and Environmental Protection Plan).
  - (d) The following actions shall be taken by the person in charge of the spilled material or the first person(s) arriving at the scene of a hazardous material accident or the on-site emergency response coordinator:
    - (i) Notify emergency-response coordinator of the accident;

- (ii) identify exact location and time of accident;
  - (iii) indicate injuries, if any;
  - (iv) request assistance as required by magnitude of accident Manitoba Conservation 24-hour Spill Response Line (204) 945-4888, RCMP (Oakbank Detachment) (911), City of Winnipeg Fire Department (911), Springfield Ambulance (911), company backup, contact Contract Administrator.
- (e) Assess situation and gather information on the status of the situation, noting:
- (i) personnel on site;
  - (ii) cause and effect of spill;
  - (iii) estimated extent of damage;
  - (iv) amount and type of material involved;
  - (v) proximity to waterways and the Aqueduct.
- (f) If safe to do so, try to stop the dispersion or flow of spill material:
- (i) approach from upwind;
  - (ii) stop or reduce leak if safe to do so;
  - (iii) dyke spill material with dry, inert sorbent material or dry clay soil or sand;
  - (iv) prevent spill material from entering waterways and utilities by dyking;
  - (v) prevent spill material from entering Aqueduct manholes and other openings by covering with rubber spill mats or dyking.
- (g) Resume any effective action to contain, clean up, or stop the flow of the spilled product.

## E6.2 **Rail Car.**

### E6.2.1 Emergency Response Assistance Plan

- (a) In the event of a derailment along the City owned railway, the Contractor shall in cooperation with the governing body be prepared to mobilize and assist in the transfer of chemical from the derailed car to a replacement car.

E6.2.2 The emergency response coordinator shall ensure that all environmental accidents involving contaminants shall be documented and reported to the Manitoba Conservation according to The Dangerous Goods Handling and Transportation Act Environmental Accident Report Regulation 439/87 Chemical spills on the Site. Rail accidents involving spills shall be reported to Transport Canada.

E6.2.3 The Contractor shall provide written instructions regarding the recommended methods for cleaning up the 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. These instructions are for use by City staff in cleaning up small spills associated with leaks in pumps, valves and other appurtenances.

## E7. **WEIGHT RESTRICTION**

E7.1 The maximum gross weight of all loaded tank cars shall be one hundred and twenty (120) tonnes.

E7.2 The Contractor may "short load" cars to achieve this requirement.