



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 187-2012

**REQUEST FOR PROPOSAL FOR THE SUPPLY OF PUMPED MIXING SYSTEM
EQUIPMENT FOR DIGESTER NO. 11 AT THE NORTH END WATER POLLUTION
CONTROL CENTRE**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 REQUEST FOR PROPOSAL FOR THE SUPPLY OF PUMPED MIXING SYSTEM EQUIPMENT FOR DIGESTER NO. 11 AT THE NORTH END WATER POLLUTION CONTROL CENTRE

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, June 15, 2012.
- B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

- B3.1 Further to C3, the Bidders are strongly advised to attend a site investigation either on June 5, 2012 at 10 a.m. or on June 7, 2012 at 10 a.m..
- B3.2 The Bidder shall not be entitled to rely on any information or interpretation received at the Site meeting 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 Request for Proposal, 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 Request for Proposal 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 Request for Proposal 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. CONFIDENTIALITY

- B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.
- B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

- B6.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B6.2 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.
- B6.2.1 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>
- B6.2.2 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.
- B6.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B7. SUBSTITUTES

- B7.1 The Work is based on the materials, equipment, methods and products specified in the Request for Proposal.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 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.
- B7.4 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.
- B7.5 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.
- B7.6 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.
- B7.6.1 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.

- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 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 B21.
- B7.9 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.
- B7.10 Notwithstanding B7.2 to B7.9 and in accordance with B8.6, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B21.1(a).

B8. PROPOSAL SUBMISSION

- B8.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (as specified in B9);
 - (b) Form B: Prices (as specified in B10);
 - (c) Form N: Previous Installation Reference List (as specified in B12);
 - (d) Form O: Performance Guaranteed Acknowledgement (as specified in B13);
 - (e) Technical Proposal (as specified in B14);
 - (f) Preliminary System Layout Drawings (as specified in B15).
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 All components of the Proposal 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 Proposal.
- B8.3.1 Bidders should submit one (1) unbound 8.5” x 11” original (marked “original”) including drawings and six (6) copies (copies can be in any size format).
- B8.4 The Proposal Submission shall be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B8.4.1 Samples or other components of the Proposal Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.
- B8.5 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.6 Bidders are advised that inclusion of terms and conditions inconsistent with the Request for Proposal document, including the General Conditions, will be evaluated in accordance with B21.1(a).
- B8.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B8.8 Proposals shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B9. PROPOSAL

- B9.1 The Bidder shall complete Form A: Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Proposal 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.
- B9.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 In Paragraph 3 of Form A: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.
- B9.4 Paragraph 11 of Form A: Proposal 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.
- B9.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.
- B9.5 If a Proposal 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 Proposal and the Contract, when awarded, shall be both joint and several.

B10. PRICES

- B10.1 The Bidder shall state the lump sum price in Canadian funds for the Work on Form B: Prices.
- B10.1.1 The price 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.
- B10.1.2 The price 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.

B11. QUALIFICATION

B11.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B11.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

B11.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);

B11.4 The Bidder shall provide, in his Proposal:

- (a) List of similar projects completed. Provide name of project, location of project, anaerobic digester volume, Owner name, address and phone number, Consultant name, address and phone number and year commissioned.

B11.5 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.

B11.6 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. PREVIOUS INSTALLATION REFERENCE LIST

B12.1 The Bidder shall complete Form N identifying a minimum of five (5) similar installations. At least two (2) similar installations must be in Canada.

B12.2 An installation shall be deemed similar if the mixing system was designed to provide mixing for an anaerobic digester.

B12.3 Reference installations must be for anaerobic digesters of similar volume to that identified in this proposal.

B12.4 Reference installations must have operated successfully for a minimum of one (1) year.

B13. PERFORMANCE GUARANTEE ACKNOWLEDGEMENT

B13.1 The Bidder shall complete Form O acknowledging that the proposed mixing system will meet the specified performance criteria.

B14. TECHNICAL PROPOSAL INFORMATION

B14.1 The following information is to be submitted in written proposal form and will be used by the City and Contract Administrator in evaluation of the Technical Proposal.

B14.2 Operational and Maintenance Costs.

- (a) Operational and maintenance costs are the annual cost incurred by operating and maintaining the mixing system. The rating will be determined using the following formula: $(\text{Lowest Operation and Maintenance Cost} / \text{Bidders Operation and Maintenance Cost}) \times 10$.
- (b) The Bidder shall provide the power costs to operate the mixing system. Use \$0.06 / kWhr to calculate power costs. The Bidder shall indicate the total annual mixing time assumed when calculating the power costs.
- (c) The Bidder shall provide the anticipated life span and replacement costs for all mixing system electrical and mechanical components.
- (d) The Bidder shall provide the estimated man hours required to maintain the mixing system. The Bidder shall include a list of daily, weekly, monthly and annual maintenance tasks.

B14.3 Ease of Operation

- (a) Ease of operation will be determined by reviewing the complexity of the mixing system from a process, mechanical or instrumentation point of view. Less complex operations will be awarded more points than more complex operations.
- (b) The Bidder shall describe both the automatic and manual operation of the mixing system.
- (c) The Bidder shall provide a detailed scope of supply list for the mixing system.

B14.4 Ease of Maintenance

- (a) Ease of maintenance will be determined by reviewing the maintenance task list described in B14.2d. Mixing systems with less maintenance requirements will be awarded more points than mixing systems with more maintenance requirements.

B14.5 Track Record at Similar Facilities

- (a) Track record at similar facilities will be determined by contacting the facilities provided on Form N – Previous Installation Reference List. Bidders with more mixing systems that are similar to the NEWPCC facility, better track record in similar Canadian facilities and whose references provide the most positive feedback will receive more points than the other mixing systems.

B14.6 Impact on Existing Processes

- (a) Impact on existing processes will be determined by the impact of the mixing system on existing processes and the ability of the mixing system to operate with existing processes. Mixing systems that have a more positive impact on existing processes and are able to accommodate existing process shortfalls are awarded more points than those that have a less positive impact and are not able to accommodate other process shortfalls.
- (b) The Bidder shall indicate how the mixing system will impact digester foaming.
- (c) The Bidder shall indicate how varying concentrations of sludge (from 2% to 8% TS) will impact the ability of the mixing system to provide consistent mixing.
- (d) The Bidder shall indicate how grit, rags and stringy material will impact the operation of the mixing system.
- (e) The Bidder shall indicate how the mixing system will impact operation of the existing spiral type heat exchanger.

B14.7 Reliability and Risk of Failure

- (a) Reliability and risk of failure is based on the ability of the mixing system to maintain consistent mixing at all times under varying sludge concentrations. Mixing systems that are more reliable and have a lower risk of failure will be awarded more points than mixing systems that are less reliable and have a higher risk of failure.

- (b) The Bidder shall describe the equipment redundancy provided.
- (c) The Bidder shall describe the parameters that can be monitored to ensure continuous mixing is provided.

B15. PRELIMINARY SYSTEM LAYOUT DRAWINGS

B15.1 As a minimum, the Bidder shall submit the following preliminary system drawings in 11" x 17" format with the proposal:

- (a) Digester mixing nozzle layout – Plan and details
- (b) Digester mixing nozzle layout – Section and details
- (c) Foam and scum control – Plan, sections and details
- (d) Process and instrumentation diagram
- (e) Mixing pump layout – Plan and sections

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B16.1 Proposals will not be opened publicly.

B16.2 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>

B16.3 To the extent permitted, the City shall treat all Proposals as confidential, however the Bidder is advised that any information contained in any Proposal 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.

B17. IRREVOCABLE OFFER

B17.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work for the time period specified in Paragraph 10 of Form A: Proposal.

B18. WITHDRAWAL OF OFFERS

B18.1 A Bidder may withdraw his Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B18.1.1 Notwithstanding C21, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B18.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B18.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B18.1.3(b), declare the Proposal withdrawn.

B18.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B17.2 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.

B19. INTERVIEWS

B19.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

B20. NEGOTIATIONS

B20.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B20.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.

B20.3 If, in the course of negotiations pursuant to B20.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Bidder from the Proposal as originally submitted.

B21. EVALUATION OF PROPOSALS

B21.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) Compliance by the Bidder with the requirements of the Request for Proposal;
- (b) Qualifications of the Bidder and the Subcontractors, if any, pursuant to B11;
- (c) Previous installation reference list (pass/fail)
- (d) Performance Guarantee Acknowledgement (pass/fail)
- (e) Total Bid Price (40%);
- (f) Technical Proposal (60%);
- (g) Preliminary System Layout drawings (pass/fail)
- (h) Economic analysis of any approved alternative pursuant to B7;

B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal, in other information required to be submitted, during interviews or in the course of reference checks, that he is responsible and qualified.

B21.4 Further to B21.1 (c), the Previous Installation reference List will be given a pass/fail rating in accordance with information provided in B12.

B21.5 Further to B21.1(d), the Performance Guaranteed Acknowledgement will be given a pass/fail rating in accordance with the information provided in B13.

- B21.6 Further to B21.1(e), the Total Bid Price shall be Unit Price shown on Form B: Prices. The Total Bid Price weighted score is determined using the following formula: (Lowest Total Bid Price / Bidder's Total Bid Price) x 40 (weight) = Weighted Score
- B21.7 Further to B21.1(f), the Technical Proposals will be evaluated based on the following criterion and weighting:

Criterion	Weight	Rating
Operational and Maintenance Costs	1.0	0-10
Ease of Operation	1.0	0-10
Ease of Maintenance	1.0	0-10
Track Record at Similar Facilities	2.0	0-10
Impact on Existing Processes	0.5	0-10
Reliability and Risk of Failure	0.5	0-10
Total		0-60

- B21.8 Further to B21.1(g), the Award Authority shall reject any Proposal submitted by the Bidder who does not provide Preliminary System Layout Drawings in accordance to B15.1.

B22. AWARD OF CONTRACT

- B22.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B22.2 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 Proposals are determined to be responsive.
- B22.2.1 Without limiting the generality of B22.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B22.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer, in accordance with B21.
- B22.4 Notwithstanding C4 and Paragraph 6 of Form A: Proposal, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B22.5 The Contract Documents, as defined in C1.1(n) (ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for the Supply of Goods* (Revision 2008 05 26) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Supply of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Goods*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. SCOPE OF WORK

D2.1 The scope of work includes the design, preparation of shop drawings, supply, delivery to site, inspection of installed equipment, start-up, commissioning, performance testing and operator training for a complete pumped mixing system for an anaerobic digester.

D2.2 Initially, the City will authorize the Contractor to prepare the priority shop drawings to allow completion of the detailed design. The City will select an installation contractor to install the selected mixing system equipment under a separate contract. At that time, the supply contract will be taken over by the installation contractor and the Contractor will become a subcontractor to the installation contractor in all respects including payment. The installation contractor will be required to issue a purchase order or enter into a Contract with the Contractor for the mixing equipment and services.

D2.3 The major components of the Work are as follows:

- (a) Design includes design calculations, computational fluid dynamic (CFD) modeling and preparation and submission of shop drawings;
- (b) Shop drawings include submission of detailed installation drawings including specifications and manufacturer information on equipment being provided;
- (c) Supply includes the fabrication of equipment included in the scope of supply for this Contract following approval of the shop drawings by Contract Administrator;
- (d) Delivery includes the delivery of equipment to be provided under this Contract FOB Winnipeg;
- (e) Inspection includes providing detailed instructions to the Installation Contractor's for equipment installation and providing services to ensure that the installation work has been completed to the successful Bidder's satisfaction;
- (f) Start-up includes the Installation Contractor's start-up of all equipment to be provided under this Contract;
- (g) Commissioning includes the Installation Contractors operation of the mixing system for a 5 day period.
- (h) Performance testing includes the guaranteed performance testing of the mixing system;
- (i) Operator training includes training of the City's staff on the operation and maintenance of the mixing system.

D2.3 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that monies have been approved for work up to and including December 31, 2012.

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

D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) "**guaranteed performance test**" means the testing undertaken to ensure the mixing system meets the specified performance criteria.
- (b) "**installation contractor**" means the General Contractor retained by the City to install the mixing system and associated components.;
- (c) "**solids profile test**" means taking grab samples from different elevations in the anaerobic digester to determine the degree of mixing in the anaerobic digester;

D3.2 Notwithstanding C1.1, when used in this Request for Proposal:

- (a) **GPT** " means guaranteed performance test;
- (b) "**NEWPCC** " means North End Water Pollution Control Centre;
- (c) "**TS**" means total solids;
- (d) "**WWTP**" means wastewater treatment plant;

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is Stantec Consulting Ltd., represented by:

Saibal Basu, Ph.D., P.Eng.
Senior Associate - Water
905 Waverley Street
Winnipeg, MB R3P 0A6
Telephone No.: (204) 489-5900
Facsimile No.: (204) 453-9012

D5. NOTICES

D5.1 Notwithstanding C21.3 all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg
Chief Financial Officer
Facsimile No.: (204) 949-1174

D6. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

D6.1 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.

D6.2 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Contract Administrator.

D6.3 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on

business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D8. 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 when submitting the shop drawings.
- 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.

D9. PERFORMANCE SECURITY

- D9.1 The Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
 - (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
 - (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.
- D9.2 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.
- D9.3 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of and prior to the commencement of any Work on the Site.

SCHEDULE OF WORK

D10. COMMENCEMENT

- D10.1 Further to B22 and D2.2, the Contractor shall not commence with the preparation of priority shop drawings until they receive a notice of award from the City authorizing the commencement of the preparation of shop drawings.
- D10.2 The Contractor shall not commence any Work until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) the performance security specified in D9.
- D10.3 The Contractor shall not commence with the fabrication of equipment until they receive a purchase order from the installation contractor and approved shop drawings from the Contract Administrator.
- D10.4 The City anticipates issuing a notice of award approximately 21 days from the closing date of this RFP.

D11. CRITICAL STAGES

- D11.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:
- (a) Shop drawings shall be submitted to the Contract Administrator within 30 calendar days from receipt of a notice of award from the City authorizing the commencement of the Work.
 - (b) Fabrication of the equipment shall not commence until the Contractor is in receipt of:
 - (i) Purchase order from the installation contractor;
 - (ii) approved shop drawings from the Contract Administrator;
 - (c) Delivery of the equipment shall be as specified in delivery (D12)
 - (d) Supervision of installation is dependent on the time required by the installation contractor to construct the infrastructure required to support the Work and to install the Work. Submit Certificate of Satisfactory Installation following completion of this stage.
 - (e) Equipment start-up and 5 day commissioning test shall be completed within 60 calendar days of the submission of the Certificate of Satisfactory Installation.
 - (f) Guaranteed performance testing shall take place following the 5 day commissioning period. Submit Certificate of Satisfactory Performance following completion of this stage.
- D11.2 The City reserves the right to terminate the Contract after the submission of shop drawings, but prior to the approval to start fabrication. The Contractor will be compensated for the preparation of shop drawings in accordance with the payment schedule (D16).

D12. DELIVERY

- D12.1 Shop drawings shall be submitted to Contract Administrator within 30 calendar days following receipt of notice to proceed from the City.
- D12.2 Equipment shall be delivered to the site within one hundred and five (105) Calendar days following receipt of approved shop drawings from the Contract Administrator and receipt of a purchase order from the installation contractor
- D12.3 The installation contractor shall off-load goods as directed at the delivery location.

D13. LIQUIDATED DAMAGES

- D13.1 If the Contractor fails to achieve delivery of the goods within the time specified in D12.2, the Contractor shall pay the City five hundred dollars (\$500) per Calendar Day for each and every Calendar Day until the goods have been delivered.
- D13.2 The amount specified for liquidated damages in D13.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Delivery by the day fixed herein for same.
- D13.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

MEASUREMENT AND PAYMENT

D14. INVOICES

- D14.1 Further to C10, the Contractor shall submit an invoice for the preparation of shop drawings as per the payment Schedule in D16 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

D14.2 Additional invoices shall be submitted to the installation contractor as per the payment Schedule in D16.

D14.3 Invoices for shop drawings 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.

D14.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D14.5 Bids Submissions must be submitted to the address in B8.8.

D15. PAYMENT

D15.1 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D16. PAYMENT SCHEDULE

D16.1 Further to C10, payment shall be in accordance with the following payment schedule:

Milestone	Percent Payable	
	This Milestone	Cumulative
Shop drawings approved by Contract Administrator	Lump Sum as per Form B: Prices	Lump Sum as per Form B: Prices
Delivery of equipment and submission of Certificate of Successful Delivery	60% of the bid price as per Form B: Prices	60%
Inspection of installation and submission of Certificate of Successful Installation	5% of the bid price as per Form B: Prices	65%
Completion of equipment start-up, 5 day commissioning test and training and submission of Certificate of Satisfactory Commissioning	15% of the bid price as per Form B: Prices	80%
Completion of guaranteed performance test and submission of Certificate of Satisfactory Performance (Substantial Performance)	20% of the bid price as per Form B: Prices	100%

D16.2 Further to D2.2, the City will pay the Contractor for preparation of shop drawings only. The above schedule must be utilized by the Contractor for invoicing the installation contractor at milestones indicated in the table.

D16.3 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D17. WARRANTY

D17.1 Warranty is as stated in C11.

FORM H1: PERFORMANCE BOND
(See D9)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

_____ ,
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

_____ dollars (\$_____)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee for

RFP NO. 187-2012

REQUEST FOR PROPOSAL FOR THE SUPPLY OF PUMPED MIXING SYSTEM EQUIPMENT FOR
DIGESTER NO. 11 AT THE NORTH END WATER POLLUTION CONTROL CENTRE

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

_____ day of _____, 20____ .

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)
(See D9)**

(Date)

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

RE: PERFORMANCE SECURITY – RFP NO. 187-2012

REQUEST FOR PROPOSAL FOR THE SUPPLY OF PUMPED MIXING SYSTEM EQUIPMENT
FOR DIGESTER NO. 11 AT THE NORTH END WATER POLLUTION CONTROL CENTRE

Pursuant to the request of and for the account of our customer,

(Name of Contractor)

(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding
in the aggregate

_____ Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

<u>Specification No.</u>	<u>Specification Title</u>
Section 013300	Submittal Procedures
Section 016100	Common Product Requirements
Section 017900	Demonstration and Training
Section 019113	Start-Up, Commissioning and Performance Testing
Section 260500	Common Work Results for Electrical
Section 460500	Common Work Results for Water and Wastewater Equipment
Section 464100	Mixing System Equipment

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
G-1	Site Plan Overview
P-1	Digester No. 11 - Proposed Mixing System Plan at Elev. 233.820
P-2	Digester No. 11 - Plans and Sections
A-1	Process and Instrumentation Diagram – Legend and Details (Sheet 1)
A-2	Process and Instrumentation Diagram – Legend and Details (Sheet 2)
A-3	Process and Instrumentation Diagram – Legend and Details (Sheet 3)
A-4	Process and Instrumentation Diagram – Digester Mixing Pumps

E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7.