



**THE CITY OF WINNIPEG**

# **TENDER**

**TENDER NO. 905-2019**

**SUPPLY AND DELIVERY OF STAINLESS STEEL CLAMPS - VARIOUS SIZES &  
RESTRAINING CLAMPS – VARIOUS SIZES**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 SUPPLY AND DELIVERY OF STAINLESS STEEL CLAMPS – VARIOUS SIZES & RESTRAINING CLAMPS – VARIOUS SIZES

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, October 18, 2019.

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 D4.1.

B3.2 If the Bidder finds errors, discrepancies or omissions in the Tender, 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 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender will be provided by the Contract Administrator only to the Bidder who made the enquiry.

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

### **B4. CONFIDENTIALITY**

B4.1 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. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Tender to the media or any member of the public without the prior written authorization of the Contract Administrator.

### **B5. ADDENDA**

B5.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Tender, or clarifying the meaning or intent of any provision therein.

- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.3 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.4 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.

**B6. SUBSTITUTES**

- B6.1 The Work is based on the materials, equipment, methods and products specified in the Tender.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the material, equipment, method or product as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.

- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B16.
- B6.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

**B7. BID SUBMISSION**

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
  - (b) Form B: Prices.
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.
- B7.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Tender 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
- B7.5.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Tender number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B7.6 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204- 949-1178.
- B7.6.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B7.7 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.8 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B16.1(a).
- B7.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

**B8. BID**

- B8.1 The Bidder shall complete Form A: Bid, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her 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/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B8.4 Paragraph 11 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/her 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/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B8.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

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

## **B9. PRICES**

B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B9.1.1 Prices on Form B: Prices shall include:

- (a) duty;
- (b) freight and cartage;
- (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
- (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.

B9.1.2 Prices on Form B: Prices shall not include Environmental Handling Charges (EHC) or fees, which shall be extra where applicable.

B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

**B10. DISCLOSURE**

B10.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B10.2 The Persons are:

(a) N/A

**B11. CONFLICT OF INTEREST AND GOOD FAITH**

B11.1 Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B11.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
- (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the Tender process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.

B11.3 In connection with its Bid, each entity identified in B11.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Tender process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B11.4 Without limiting B11.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.



- B11.5 Without limiting B11.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;
  - (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
  - (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B11.4 to avoid or mitigate a Conflict of Interest; and
  - (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B11.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

## **B12. QUALIFICATION**

- B12.1 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.
- B12.2 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>
- B12.3 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).
- B12.4 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.
- B12.5 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.

## **B13. OPENING OF BIDS AND RELEASE OF INFORMATION**

- B13.1 Bids will not be opened publicly.

- B13.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Price (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>
- B13.3 After award of Contract, the name(s) of the successful Bidder(s), their address(es) 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>
- B13.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B13.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

#### **B14. IRREVOCABLE BID**

- B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B14.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

#### **B15. WITHDRAWAL OF BIDS**

- B15.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B15.1.1 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.
- B15.1.2 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 11 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B15.1.3 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 11 of Form A: Bid; and
  - (c) if the notice has been given by any one of the persons specified in B15.1.3(b), declare the Bid withdrawn.
- B15.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B14.2 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.

#### **B16. EVALUATION OF BIDS**

- B16.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation therefrom (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B6.

B16.2 Further to B16.1(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.

B16.3 Further to B16.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.

B16.4 Further to B16.1(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.

B16.4.1 Further to B16.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B16.5 This Contract will be awarded as a whole.

## **B17. AWARD OF CONTRACT**

B17.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B17.2 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.

B17.2.1 Without limiting the generality of B17.2, 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.

B17.3 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 B16.

B17.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

B17.4 Notwithstanding C4, the City may issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.

B17.5 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](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the Tender to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Goods*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

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

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

#### **D2. SCOPE OF WORK**

D2.1 The Work to be done under the Contract shall consist of the supply and delivery of Stainless Steel Clamps - Various Sizes & Restraining Clamps – Various Sizes for the period from January 1, 2020 until December 31 2020, with the option of four (4) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within ninety (90) 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 1<sup>st</sup> 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. COOPERATIVE PURCHASE**

D3.1 The Contractor is advised that this is a cooperative purchase.

D3.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.

D3.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.

D3.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.

D3.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.

D3.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:

- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods;
- (b) a participant may specify a duration of Contract shorter than the duration of this Contract;
- (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
- (d) any additional delivery charge identified and accepted in accordance with clause D3.4 and D3.5 will apply.

D3.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.

D3.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

#### **D4. CONTRACT ADMINISTRATOR**

D4.1 The Contract Administrator is:  
David Murdoch, P. Eng.  
Telephone No.: 204-986-7577  
Facsimile No.: 204-986-7576  
Email Address: dmurdoch@winnipeg.ca

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

D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

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

D5.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

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

#### **D6. NOTICES**

D6.1 Notwithstanding C21.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer.

#### **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.

## **SCHEDULE OF WORK**

### **D8. COMMENCEMENT**

- D8.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D8.2 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; and
    - (ii) evidence of the workers compensation coverage specified in C6.16.
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

### **D9. DELIVERY**

- D9.1 Goods shall be delivered on an "as required" basis during the term of the Contract, f.o.b. destination, freight prepaid to:

Water and Waste Stores  
Door 27 – 552 Plinguet Street  
Winnipeg, MB

- D9.2 Goods shall be delivered between 8:30 a.m. and 3:30 p.m. on Business Days.
- D9.3 Goods shall be delivered within three (3) Calendar Day(s) of the placing of an order.

### **D10. RETURNED GOODS**

- D10.1 Further to C9, The Contract Administrator or his/her designate shall inform the Contractor of the item(s) being returned and the reason for the return. The Contractor shall provide the Contract Administrator with Return Material Authorization (RMA) including shipping instructions, within five (5) Calendar Days of the request.
- (a) The Contractor shall be responsible for all transportation charges on returned Goods and further to C8 the Goods will be held at the Contractor's risk pending instruction.
- D10.2 Further to D10.1 the RMA shall include the following information, as a minimum:
- (a) Company name, if different than the Contractor, and ship to addresses;
  - (b) Written authorization for the return and for a collect shipment;
  - (c) Preference of carrier / shipping method, a contact person with either a local Winnipeg telephone number or a toll-free telephone number; and
  - (d) A contact person, responsible for the returned Goods, with a toll-free telephone number.
- D10.3 The Contract Administrator shall provide, as a minimum:
- (a) The City department returning the Goods, including an address and contact information for the pick up;
  - (b) The City account number; if applicable;
  - (c) The City of Winnipeg's Department and address;
  - (d) Two (2) copies of the written authorization / RMA, one (1) copy on the outside and one (1) within the package; and

(e) Total number of packages, weight and dimensions.

#### **D11. ORDERS**

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

#### **D12. RECORDS**

D12.1 The Contractor shall keep detailed records of the goods supplied under the Contract.

D12.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

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

D12.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

#### **MEASUREMENT AND PAYMENT**

#### **D13. INVOICES**

D13.1 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)

D13.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of goods delivered;
- (e) the amount payable with GST, MRST, and any applicable environmental handling charges/fees identified and shown as separate amounts; and
- (f) the Contractor's GST registration number.

D13.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

**D13.4 Bid Submissions must not be submitted to the above facsimile numbers. Bids must be submitted in accordance with B7.**

#### **D14. PAYMENT**

D14.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D14.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.



## **WARRANTY**

### **D15. WARRANTY**

D15.1 Warranty is as stated in C11.

## PART E - SPECIFICATIONS

### GENERAL – APPLIES TO ITEMS 1 - 41

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- 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 B6. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B6.

#### E2. GOODS

- E2.1 The Contractor shall supply and deliver clamps- stainless steel / various sizes in accordance with the requirements hereinafter specified.
- E2.2 The City will install clamps stainless steel supplied under this Contract on domestic water mains transporting potable water.
- E2.3 The clamps stainless steel will be used to repair holes, longitudinal splits and circumferential cracks in water mains.

#### E2.4 Design Requirements:

- E2.4.1 Clamps, stainless steel shall be designed and constructed to suit the City's intended use and shall meet the minimum requirements specified herein;
- E2.4.2 Clamps shall hold pressure without visible leakage at a water-main test pressure of 150 pounds per square inch;
- E2.4.3 Joints between sections of shell shall be designed to allow engaging and disengaging without complete removal of nuts from studs;
- E2.4.4 Gaskets shall be of the overlapping taper type and shall be secured to the shell. Gaskets shall not be spliced or assembled from component pieces except that a bevel joint may be made where the gasket is secured to the shell for no less than two (2) inches to either side of the joint;
- E2.4.5 Gasket armour shall be provided at each joint between sections of the shell. Gasket armour shall be inset and secured to the gasket so as to provide a smooth, flush surface;
- E2.4.6 The clamp shall be designed so as not to create electrical continuity between the clamp and the water main;
- E2.4.7 The clamp shall be designed so as not to require special equipment or tools for installation.

#### E2.5 Size and Model Designations:

- E2.5.1 Designations of clamps listed in this Tender are generic in nature and are based on basic configurations and sizes; and
- E2.5.2 The City's designation system is as follows:

e.g.:	2:	9.00 - 9.80	x 16	1½" cc
No. of Sections: 2				
Range of Pipe Outer Diameter (inches): 9.00 - 9.80"				
Length (inches): 16"				
Threaded Outlet Size (where applicable): 1½" cc				

**E2.6 Metal Parts:**

E2.6.1 Shells, side bars, lifter bars, lugs and gasket armour shall be fabricated from stainless steel conforming to ASTM A167-Type 304 or Type 304L;

E2.6.2 Minimum material thickness shall be as follows:

- (a) shells 0.035 inch
- (b) side bars 0.120 inch
- (c) lift bars 0.060 inch
- (d) lugs 0.125 inch
- (e) gasket armour 0.050 inch

E2.6.3 Threaded fasteners shall be fabricated from stainless steel conforming to ASTM A493-Type 304.

**E2.7 Gaskets:**

- (a) Gasket material shall be selected by the Contractor to suit the design of the clamp and the purpose for which it is intended;
- (b) The following information shall be noted:
  - (i) ambient air temperature during installation may vary from  $-40^{\circ}\text{C}$  to  $+40^{\circ}$ ;
  - (ii) temperature in the installed position after burial may vary from  $0^{\circ}\text{C}$  to  $+10^{\circ}\text{C}$ ; and
  - (iii) the Contractor shall provide complete descriptions of the material offered in accordance with ASTM D2000 designation system.

**E2.8 Thread Coatings:**

E2.8.1 Thread lubricant or anti-seize coating for threaded fasteners shall be dry molybdenum disulphide-based or polytetrafluoroethylene-based compound.

**E2.9 Threaded Fasteners:**

E2.9.1 Studs shall be fabricated in accordance with ASTM F593 - Group 1, Alloy Type 304, Condition CW or SH.

E2.9.2 Nuts shall be fabricated in accordance with ASTM F594 - Group 1, Alloy Type 304, Condition CW or SH.

E2.9.3 Studs shall be welded to the side bars.

E2.9.4 Stud threads shall be coated with an anti-seize compound subsequent to cleaning and descaling of the welded subassembly.

**E2.10 Threaded (Tap) Outlet:**

E2.10.1 Threaded (tap) outlets shall be provided, when specified, by welding female half couplings to the shell of the clamp.

E2.10.2 Half couplings shall be fabricated in accordance with ASTM A1820F304, and shall be internally threaded in accordance with AWWA C800 Fig. 1 (commonly referred to as a corporation cock or CC thread).

E2.11 Bending no metal part shall be bent with a bend radius less than the thickness of metal.

**E2.12 Welding:**

E2.12.1 All welds shall be by the tungsten-arc inert gas (TIG) or metal-arc inert gas (MIG) methods.

E2.12.2 Where filler metal is used, it shall be selected to result in a weld with corrosion resistance at least equal to Type 304 stainless steel. Fluxes or filler wire coatings containing halogens shall not be used.

E2.13 Finish all exposed metal parts shall be free of burrs and sharp edges.

**E2.14 Cleaning:**

- E2.14.1 All metal parts shall be free of contaminants and coatings such as those used to facilitate cold forming operations.
- E2.14.2 Subsequent to fabrication, all welded subassemblies and individual parts shall be cleaned and de-scaled as recommended by ASTM A380 to remove all surface contaminants.
- E2.15 Coatings subsequent to cleaning and de-scaling, no coatings, lubricants, labels or stickers shall be applied to any metal parts except as otherwise specified.

**E2.16 Markings:**

- E2.16.1 Each clamp shall be clearly marked on the shell with the following information:
- (a) make;
  - (b) model;
  - (c) range of pipe diameter;
  - (d) size of threaded outlet;
  - (e) direction of rotation; and
  - (f) production year.
- E2.16.2 No stickers of any sort shall be affixed to any metal part, the following methods of marking will be allowed:
- (a) etching, provided that the resultant etched surface is free of contaminants; and
  - (b) stencilling ink, paint or dye provided that said marking compound is water-resistant and free of corrosive agents.

**E2.17 Packaging:**

- E2.17.1 Each clamp shall be individually packaged, along with a copy of installation instructions, in a corrugated cardboard container.
- E2.17.2 The clamp shall be in an assembled state.
- E2.17.3 Containers shall be designed and constructed to allow stacking, longest axis vertical, to a height of 2.4 metres.
- E2.17.4 Each container shall be clearly marked with the following information:
- (a) make;
  - (b) model;
  - (c) range of pipe diameter;
  - (d) length; and
  - (e) size of tapped outlet.

**E2.18 Installation Instructions:**

- E2.18.1 Each clamp shall be supplied with a copy of installation instructions specific to the clamp. Generalized instructions listing differing installation procedures for differing models will not be accepted.
- E2.18.2 The instructions shall clearly indicate:
- (a) make;
  - (b) model;
  - (c) installation procedure in sequential order;
  - (d) recommended torque (minimum and maximum) and tightening sequence for threaded fasteners;
  - (e) cautions and warnings ;

- (f) where bilingual instructions are provided, both sets of instructions shall be identical in meaning and content.

### E3. APPROVED PRODUCTS

E3.1 The following products are approved;

#### File code

(a) Clamp SS 1: 6.84 - 7.24 x 8"	CoW-WM-09
(b) Clamp SS 1: 6.84 - 7.24 x 12"	CoW-WM-09
(c) Clamp SS 1: 6.84 - 7.24 x 16"	CoW-WM-09
(d) Clamp SS 1: 9.00 - 9.40 x 12"	CoW-WM-09
(e) Clamp SS 1: 9.00 - 9.40 x 16"	CoW-WM-09
(f) Clamp SS 2: 4.77 - 5.57 x 12"	CoW-WM-09
(g) Clamp SS 2: 4.77 - 5.57 x 16"	CoW-WM-09
(h) Clamp SS 2: 6.84 - 7.64 x 8"	CoW-WM-09
(i) Clamp SS 2: 6.84 - 7.64 x 12"	CoW-WM-09
(j) Clamp SS 2: 6.84 - 7.64 x 16"	CoW-WM-09
(k) Clamp SS 2: 8.99 - 9.79 x 8"	CoW-WM-09
(l) Clamp SS 2: 8.99 - 9.79 x 12"	CoW-WM-09
(m) Clamp SS 2: 8.99 - 9.79 x 16"	CoW-WM-09
(n) Clamp SS 2: 11.04 - 11.84 x 12"	CoW-WM-09
(o) Clamp SS 2: 11.04 - 11.84 x 16"	CoW-WM-09
(p) Clamp SS 2: 11.60 - 12.40 x 12"	CoW-WM-09
(q) Clamp SS 2: 11.60 - 12.40 x 16"	CoW-WM-09
(r) Clamp SS 2: 12.70 - 13.50 x 12"	CoW-WM-09
(s) Clamp SS 2: 12.70 - 13.50 x 16"	CoW-WM-09
(t) Clamp SS 2: 13.15 - 13.95 x 12"	CoW-WM-09
(u) Clamp SS 2: 13.15 - 13.95 x 16"	CoW-WM-09
(v) Clamp SS 2: 15.00 - 15.80 x 16"	CoW-WM-09
(w) Clamp SS 2: 15.60 - 16.40 x 16"	CoW-WM-09
(x) Clamp SS 3: 12.40 - 13.60 x 16"	CoW-WM-09
(y) Clamp SS 3: 19.50 - 20.70 x 16"	CoW-WM-09
(z) Clamp SS 2: 4.74 - 5.57 x 12" with 1" threaded tap	CoW-WM-09
(aa) Clamp SS 2: 6.84 - 7.64 x 12" with 3/4" threaded tap	CoW-WM-09
(bb) Clamp SS 2: 6.84 - 7.64 x 12" with 2" threaded tap	CoW-WM-09
(cc) Clamp SS 2: 6.84 - 7.64 x 16" with 3/4" threaded tap	CoW-WM-09
(dd) Clamp SS 2: 6.84 - 7.64 x 16" with 2" threaded tap	CoW-WM-09
(ee) Clamp SS 2: 8.99 - 9.79 x 12" with 3/4" threaded tap	CoW-WM-09
(ff) Clamp SS 2: 8.99 - 9.79 x 12" with 1" threaded tap	CoW-WM-09
(gg) Clamp SS 2: 8.99 - 9.79 x 12" with 2" threaded tap	CoW-WM-09
(hh) Clamp SS 2: 8.99 - 9.79 x 16" with 3/4" threaded tap	CoW-WM-09
(ii) Clamp SS 2: 8.99 - 9.79 x 16" with 1" threaded tap	CoW-WM-09
(jj) Clamp SS 2: 11.04 - 11.84 x 16" with 2" threaded tap	CoW-WM-09
(kk) Clamp SS 2: 11.40 - 12.20 x 12" with 2" threaded tap	CoW-WM-09
(ll) Clamp SS - 2: 11.60 - 12.40 x 12" with 2" threaded tap	CoW-WM-09

(mm) Clamp SS 2: 11.60 - 12.40 x 16" with 2" threaded tap	CoW-WM-09
(nn) Clamp SS 2: 13.15 - 13.95 x 12" with 2" threaded tap	CoW-WM-09
(oo) Clamp SS 2: 13.15 – 13.95 x 16" with 2" threaded tap	CoW-WM-09

## GENERAL – APPLIES TO ITEMS 42 - 48

### E4. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E4.1 These Specifications shall apply to the Work.
- E4.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B6.

### E5. GOODS

- E5.1 The Contractor shall supply restraining clamps in accordance with the requirements hereinafter specified.
- E5.2 Item No. 42 – restraining clamp joint shall be 6" (in) with teeth.
- E5.3 Item No. 43 - restraining clamp joint shall be 6" (in) **without** teeth.
- E5.4 Item No. 44 - restraining clamp joint shall be 8" (in) with teeth.
- E5.5 Item No. 45 - restraining clamp joint shall be 8" (in) **without** teeth.
- E5.6 Item No. 46 - restraining clamp joint shall be 10" (in) with teeth.
- E5.7 Item No. 47 - restraining clamp joint shall be 10" (in) **without** teeth.
- E5.8 Item No. 48 - Rod, Threaded ¾" X 36" - 316 Stainless Steel.