



THE CITY OF WINNIPEG

TENDER

TENDER NO. 1003-2022

SUPPLY OF ROTARY PRESS AND APPURTENANCES

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY OF ROTARY PRESS AND APPURTENANCES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, Tuesday February 21st, 2023.

B2.2 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 Bidder may make an appointment to view the Site by contacting the Contract Administrator.

B3.2 The Bidder is advised that site investigation is non-mandatory.

B3.3 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B3.4 The Bidder is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect their Bid or their performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection.

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 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.

B4.3 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.

B4.4 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.

B4.5 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.

B4.6 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

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. 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.

B5.2 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.

B5.3 Notwithstanding B1.1, all quotations, invoices and other pricing related information associated with the Standardized Goods and acquired by a Bidder or its Subcontractors through enquiries, investigation or any other means is confidential. Such information shall not be used or disclosed in any way, other than meeting the requirements of this Bid Opportunity.

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 Tender, 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.

B6.3 Addenda will be available on the MERX website at www.merx.com.

B6.4 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B6.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B6.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.1.

B7. SUBSTITUTES

B7.1 The Work is based on the materials, equipment, methods and products specified in the Tender.

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 five (5) 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 their 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, to the Bidder who requested approval of the substitute.

B7.6.1 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.

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 their 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 B17.

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 Substitutes to the City’s Standardized Goods, as identified in E2, will not be accepted.

B8. BID SUBMISSION

B8.1 The Bid shall consist of the following components:

- (a) Form A: Bid/Proposal;
- (b) Form B: Prices;

B8.2 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.

B8.3 The Bid shall be submitted electronically through MERX at www.merx.com.

B8.3.1 Bids will **only** be accepted electronically through MERX.

B8.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B17.1(a).

B9. BID

B9.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.

B9.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in their own name, their 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 their 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 Bid 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: Bid/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in their 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 their duly authorized officer or officers;
- (d) if the Bidder is carrying on business under a name other than their 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: Bid/Proposal should be entered below such signatures.

B9.5 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.

B10. PRICES

B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B10.1.1 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.

B10.1.2 Prices on Form B: Prices shall not include Environmental Handling Charges (EHC) or fees, which shall be extra where applicable.

B10.2 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.

B10.3 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.

B10.4 Form B, Item 4: The Bidder shall enter the cost of the Standardized Goods to be supplied from Schneider Electric Canada Ltd. (Schneider) as part of the Standardized Control System and

Motor Control Equipment agreement identified in E5. The cost shall be the base cost received from Schneider, without any mark-up or taxes applied.

- B10.4.1 Any mark-up to the supply of the Standardized Goods shall be deemed to be included in other applicable Form B lines.
- B10.5 Form B, Item 5: The Bidder shall enter the cost of the Standardized Goods to be supplied from Trans-West Supply Company Inc. (Trans-West) as part of the Standardized Instrumentation agreement identified in E6. The cost shall be the base cost received from Trans-West, without any mark-up or taxes applied.
- B10.5.1 Any mark-up to the supply of the Standardized Goods shall be deemed to be included in other applicable Form B lines.
- B10.6 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B10.7 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.
- B10.8 Bidders are advised that the calculation indicated in B17.4 will prevail over the Total Bid Price entered in MERX.

B11. DISCLOSURE

- B11.1 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.
- B11.2 The Persons are:
- (a) NA

B12. CONFLICT OF INTEREST AND GOOD FAITH

- B12.1 Further to C3.2, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B12.2 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 their 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.

B12.3 In connection with their Bid, each entity identified in B12.2 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.

B12.4 Without limiting B12.3, the City may, in their 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 their 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 their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B12.5 Without limiting B12.3, 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 their sole discretion:

- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of their 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 their 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 B12.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Bidder if the Bidder, or one of their 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.

B12.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

B13. QUALIFICATION

B13.1 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.

B13.2 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 <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

- B13.3 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;
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
 - (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B13.4 and D5).
- B13.4 Further to B13.3(d), the Bidder acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B13.5 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.
- B13.6 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.

B14. OPENING OF BIDS AND RELEASE OF INFORMATION

- B14.1 Bids will not be opened publicly.
- B14.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated and pending review and verification of conformance with requirements) will be available on the MERX website at www.merx.com.
- B14.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at www.merx.com.
- B14.4 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).
- B14.4.1 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.

B15. IRREVOCABLE BID

- B15.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B15.2 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 until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B16. WITHDRAWAL OF BIDS

B16.1 A Bidder may withdraw their Bid without penalty at any time prior to the Submission Deadline.

B17. EVALUATION OF BIDS

B17.1 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 B13 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B7;

B17.2 Further to B17.1(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.

B17.3 Further to B17.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in their Bid or in other information required to be submitted, that he/she is qualified.

B17.4 Further to B17.1(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.

B17.4.1 Further to B17.1(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.

B17.4.2 Bidders are advised that the calculation indicated in B17.4 will prevail over the Total Bid Price entered in MERX.

B17.5 This Contract will be awarded as a whole.

B18. AWARD OF CONTRACT

B18.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B18.2 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 qualified, and the Bids are determined to be responsive.

B18.2.1 Without limiting the generality of B18.2, 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 their 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.

B18.3 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B17.

B18.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Bidder.

- B18.4.1 Following issuance of the Award Letter a document package comprising the Contract Documents will be provided to the successful Bidder electronically.
- B18.5 Following the award of contract, a Bidder will be provided with information related to the evaluation of their Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for the Supply of Goods* (Revision 2020-01-31) 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 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. DEFINITIONS

D1.1 When used in this Tender:

- (a) "**Standardized Goods**" means the respective goods identified in D7 that have been standardized by the City.
- (b) "**Standardization Vendor**" means a contractor or supplier of Standardized Goods, as identified in D7.

D2. GENERAL CONDITIONS

D2.1 In addition to the *General Conditions for the Supply of Goods*, these Supplemental Conditions are applicable to the Work of the Contract.

D3. SCOPE OF WORK

D3.1 The Work to be done under the Contract shall consist of supply of scum dewatering equipment and polymer dosing system; and start-up, training and commissioning of this system.

D3.2 The major components of the Work are as follows:

- (a) Supply of two (2) Rotary Dewatering Presses complete with all appurtenances.
- (b) Supply of one (1) polymer dosing skid complete with all appurtenances.
- (c) Equipment Storage.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is AECOM, represented by:

Matt Kowalski, P.Eng.
Water/Wastewater Process Engineer
Telephone No.: 204-928-9258
Email Address: Matt.Kowalski@aecom.com

D5. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D5.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

D5.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

D5.1.2 The accessible customer service obligations include, but are not limited to:

- (a) providing barrier-free access to goods and services;
- (b) providing reasonable accommodations;
- (c) reasonably accommodating assistive devices, support persons, and support animals;
- (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
- (e) inform the public when accessibility features are not available;

- (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
- (g) providing adequate training of staff and documentation of same.

D6. UNFAIR LABOUR PRACTICES

- D6.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.
- D6.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D6.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D6.4 Failure to provide the evidence required under D6.3, may be determined to be an event of default in accordance with C16.
- D6.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D6.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.
- D6.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with clause D6.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D6.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

STANDARDIZATION

D7. STANDARDIZED GOODS

- D7.1 The following goods have been standardized by the City and will be supplied by the Contractor:
- (a) Standardized Control System and Motor Control Equipment as per E5.
 - (b) Standardized Instrumentation as per E6.

D8. CONTRACTUAL ARRANGEMENT

- D8.1 Each Standardization Vendor shall be a Subcontractor of the Contractor.
- D8.2 The City's contract with each of the Standardization Vendors defines the prices and general terms of supply to the Contractor. Each Standardization Vendor is obligated to enter into a contract with the Contractor, based upon such prices and general terms of supply.
- D8.2.1 The City is not a party to any contract between a Standardization Vendor and the Contractor, or any Subcontractor.
- D8.3 In the event that a potential dispute arises between the Contractor and a Standardization Vendor, the Contract Administrator shall be notified.

D9. PAYMENT OF STANDARDIZATION VENDORS

- D9.1 The Contractor is obligated to pay the Standardization Vendors in accordance with general terms of supply applicable to such Standardization Vendor.
- D9.2 The Contractor's payment terms to the Standardization Vendor, in respect of Standardized Control System and Motor Control Equipment identified in E5, include the following:
- D9.2.1 Except as indicated in D9.2.2, payment shall be in Canadian funds net thirty (30) Calendar Days after shipment.
- D9.2.2 Payment for motor control centres shall be in Canadian funds net thirty (30) Calendar Days and initiated based upon the following schedule:
- (a) Upon approval of the shop drawings or forty (40) Calendar days after the last comprehensive submittal, in the event that a response is not made to the submittal: 25% of the total value.
 - (b) Upon delivery of the complete MCC along with all associated as-manufactured documentation: 60% of the total value; or
 - (c) In the event that the delivery is intentionally delayed, upon request by the Contractor, the following payment schedule would replace the 60% payment:
 - (i) Upon completion of the FAT and delivery of all as-manufactured documentation to the Contractor – 30% of the total value.
 - (ii) Forty (40) Calendar days after delivery of the as-manufactured documentation to the Contractor, or upon delivery, whichever comes sooner – 30% of the total value.
 - (d) Upon successful commissioning and delivery of documentation or six (6) months after delivery, whichever comes first: 15% of the total value.
- D9.3 The Contractor's payment terms to the Standardization Vendor, in respect of Standardized Instrumentation identified in E6, include the following:
- D9.3.1 Payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Standardization Vendor's invoice.

SUBMISSIONS

D10. AUTHORITY TO CARRY ON BUSINESS

- D10.1 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.

D11. ESTIMATES

D11.1 The Contractor shall provide the Contract Administrator with copies of the estimates provided by Standardized Equipment Suppliers identified in E5 and E6.

D12. INSURANCE

D12.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.

D12.2 Deductibles shall be borne by the Contractor.

D12.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in C4 for the return of the executed Contract Documents, as applicable.

D12.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D12.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement

SCHEDULE OF WORK

D13. COMMENCEMENT

D13.1 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.

D13.2 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 D10;
 - (ii) evidence of the workers compensation coverage specified in C6.17;
 - (iii) evidence of the insurance specified in D12;
 - (iv) the direct deposit application form specified in D20
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D14. DELIVERY

D14.1 Goods shall be available for delivery within three hundred and fifty (350) Calendar Days of the award of contract, DDP (Delivery Duty Paid) destination, freight prepaid to:

North End Water Pollution Control Centre

2230 Main St, Winnipeg, MB R2V 4T8

D14.2 Goods shall be delivered between 8:00 am and 12:00 pm along with 1:00 pm and 3:00 pm on Business Days.

D14.3 The Contractor shall off-load goods as directed at the delivery location. The Contractor shall pay and arrange for equipment as required for off-loading goods at the delivery location.

D15. LIQUIDATED DAMAGES

D15.1 If the Contractor fails to achieve delivery of the goods within the time specified in D14.1 Delivery the Contractor shall pay the City one thousand dollars (\$1000) per Business Day for each and every Business Day until the goods have been delivered.

D15.2 The amount specified for liquidated damages in D15.1 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.

D15.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D16. COVID-19 SCHEDULE DELAYS

D16.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.

D16.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.

D16.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.

D16.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D16.3. Failure to provide this notice will result in no additional time delays being considered by the City.

D16.5 The Work schedule, including the durations identified in D14 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.

D16.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

D17. ORDERS

D17.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

D18. RECORDS

D18.1 The Contractor shall keep detailed records of the goods supplied under the Contract.

D18.2 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.

D18.3 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

D19. INVOICES

D19.1 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

Send Invoices to CityWpgAP-INVOICES@winnipeg.ca

Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca

D19.2 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.

D19.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D20. PAYMENT

D20.1 Further to C10, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

D21. PAYMENT SCHEDULE

D21.1 Further to C10, payment shall be in accordance with the following payment schedule:

- (a) ten percent (10%) of the Contract Amount shall be paid upon approval of shop drawings
- (b) sixty-five percent (65%) of the Contract Amount shall be paid upon issuance of the Certificate of Equipment Delivery (Form 100) and the Certificate of Equipment Installation (Form 101)
- (c) five percent (5%) of the Contract Amount will be paid upon issuance of the Certificate of Satisfactory Installation (Form 102)
- (d) ten percent (10%) of the Contract Amount will be paid upon the issuance of Certificate of Satisfactory Training (Form T1 and T2) and delivery of the Operation and Maintenance Manual

- (e) ten (10%) of the Contract Amount will be paid upon the issuance of the Certificate of Satisfactory System Performance (Form 103 and Form 104)

D21.2 The City's payment to the Contractor, associated with Standardized Goods, will be in accordance with C12.

WARRANTY

D22. WARRANTY

D22.1 Warranty is as stated in C11.

DISPUTE RESOLUTION

D23. DISPUTE RESOLUTION

D23.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D23.

D23.2 The entire text of C19.4 is deleted, and amended to read: "Intentionally Deleted"

D23.3 The entire text of C19.5 is deleted, and amended to read:

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Materials Management Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in their Appeal Form.

D23.4 Further to C19, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):

- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
- (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
 - (i) The Contract Administrator;
 - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
 - (iii) Department Head.

D23.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.

D23.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.

D23.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.

D23.4.4 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D23.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C19.

THIRD PARTY AGREEMENTS

D24. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D24.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.

D24.2 Further to D24.1, in the event that the obligations in D24 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.

D24.3 For the purposes of D24:

- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
- (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.

D24.4 Modified Insurance Requirements

D24.4.1 Where applicable, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and their Ministers, officers, employees, and agents shall be added as additional insureds.

D24.4.2 If applicable the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.

D24.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.

D24.4.4 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.

D24.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D24.5 Indemnification By Contractor

D24.5.1 In addition to the indemnity obligations outlined in C15 of the General Conditions for Goods, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any

matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

- D24.5.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
 - (b) any damage to or loss or destruction of property of any person; or
 - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation; in relation to this Contract or the Work.

D24.6 Records Retention and Audits

D24.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D24.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Goods, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D24.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D24.7 Other Obligations

D24.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.

D24.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

D24.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.

D24.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

D24.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on

Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.

D24.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

SECTION NO.	TITLE	NO. OF PAGES
	DIVISION 01	
01 11 00	Summary of Work	2
01 33 00	Submittal Procedures	12
01 61 00	Common Product Requirements	4
01 65 00	Equipment Installation	9
01 78 00	Closeout Submittals	8
01 78 23	Operation and Maintenance Data	9
01 79 00	Demonstration and Training	8
01 91 31	Commissioning Plan	15
	DIVISION 26	
26 05 00	Common Work Results - Electrical	8
	DIVISION 40	
40 90 00	Instrumentation and Control for Process Systems	8
	DIVISION 43	
43 21 20	Polymer Feed Skid	6
43 21 20A	Equipment Data Sheet	1
	DIVISION 44	
44 46 16	Rotary Press System and Appurtenances	33

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
P3-D102A	General Arrangement – Scum Dewatering Building – Upper Level Plan
P3-D301A	General Arrangement – Scum Dewatering Building – Building Sections
P3-X602	Process and Instrumentation Diagram – Scum Transfer Pumps 1&2 Upgrades
P3-X605	Process and Instrumentation Diagram – Primary Scum Dewatering System 1
P3-X606	Process and Instrumentation Diagram – Primary Scum Dewatering System 1
P3-X608	Process and Instrumentation Diagram – Primary Scum Dewatering Polymer System
P3-E141A	Scum Dewatering Building – Overall Hazardous Location Plan
P3-E401A	Scum Dewatering Building – Electrical Room Layout

E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. 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 B7.

E2. GOODS

E2.1 The Contractor shall supply scum dewatering equipment in accordance with the requirements hereinafter specified.

E2.2 Item No. 1 - Rotary Press and appurtenances shall be according to Section 44 46 16.

E2.3 Item No. 2 - Polymer Skid and appurtenances shall be according to Section 43 21 20 and 43 21 20A.

E2.4 Item No. 3 - Storage shall be according to Section 01 61 00.

E2.5 Item No. 4 - Standardized Control System and Motor Control Equipment

E3. APPROVED PRODUCTS

E3.1 Subject to E1.3, the following products are approved;

- (a) Two (2) Rotary Presses Fournier Model 3(4)-900/4000CVP-SS304, Three-channel unit expandable to Four-channel Dewatering Press.
- (b) One (1) Inline emulsion polymer system by Fournier.

CONTRACTOR SUPPLIED STANDARDIZED GOODS

E4. GENERAL REQUIREMENTS

E4.1 Comply with the general requirements of E4 for all Standardized Goods supplied by the Contractor.

E4.2 Comply with the following Standardization Goods requirements:

- E4.2.1 Control System and Motor Control Equipment in accordance with E5.
- E4.2.2 Instrumentation in accordance with E6.

E4.3 Contact the Contract Administrator regarding any potential uncertainty as to whether a good is covered under a standardization agreement.

E4.4 The Contractor may utilize a Standardization Vendor to provide other goods required under the Contract, in addition to Standardized Goods.

E4.5 The Contractor shall separately track all goods supplied under each standardization agreement.

E4.5.1 In the event that one or more Standardization Vendors are utilized to procure goods not covered under a standardization agreement, the Contractor shall ensure such goods are quoted, ordered, tracked and accounted in a separate manner.

E4.6 Pricing:

E4.6.1 The City has obtained discounted pricing for Standardized Goods. Each Standardization Vendor is obligated to sell Standardized Goods to all prospective Contractors at the discounted price, provided the goods are for the City of Winnipeg.

E4.6.2 The Standardization Vendors may at their option provide lump sum pricing for goods packages. The Standardization Vendor is not required to provide breakout pricing details to the Contractor.

E4.6.3 The Contractor and Subcontractors shall not utilize the City's agreements with the Standardization Vendors for any purpose other than City work.

E4.6.4 The City may audit the goods purchased from the Standardization Vendors under the standardization agreements and may identify to the Standardization Vendors any goods procured that are not associated with the Contract.

E4.7 The Contractor is responsible for ensuring that the Material supplied by the Standardization Vendors meets the requirement of the Contract. The Contractor shall review and confirm quotations supplied by the Standardization Vendors to ensure that all required Material is supplied.

E4.8 Without limiting or otherwise affecting any other term or condition of the Contract, including (non-exhaustive) D8.2.1:

E4.8.1 The supply of goods through a Standardization Vendor shall not relieve the Contractor of their obligations.

E4.8.2 Errors or omissions by a Standardization Vendor shall not be a cause for a Change in Work.

E4.8.3 Delays by a Standardization Vendor shall not be a cause for a Change in Work where the delay could have been avoided through reasonable planning, contingency allocation, or communication by the Contractor.

E4.8.4 The Contractor shall engage directly with the persons listed as the Standardized Vendor contact in the following sections E5.7, E 6.7 unless otherwise directed by the Contract Administrator.

E4.9 Submittals

E4.9.1 Submittals shall be provided for Standardized Goods in accordance with the Specifications and typical industry practice. Submittals shall not be bypassed for Standardized Goods.

E5. STANDARDIZED CONTROL SYSTEM AND MOTOR CONTROL EQUIPMENT

E5.1 The City has standardized on a specific vendor for the supply and delivery of control system and motor control equipment. The Standardization Vendor was selected via RFP 756-2013 and was awarded to Schneider Electric Canada Inc. (Schneider).

- (a) Refer to E5.7 for contact information.
- (b) Copies of the tender documents are available from City of Winnipeg Material Management's website.

E5.2 Goods to be procured via this standardization agreement includes but is not limited to:

- (a) Programmable Controllers (PLCs) including all associated components, hardware and software.
- (b) PLC to Infi90 Termination Unit migration cables.
- (c) Programmable Controller Programming Software.
- (d) Aveva Dynamic- Dynsim Process Simulator Software.
- (e) HMI System software.
- (f) Historian Server and Client Software.
- (g) Touchscreen HMI systems such as Harmony HMIs.
- (h) Touchscreen HMI Programming Software.
- (i) Motor Control Centers including all components
- (j) Loose VFDs, motor starters, soft starters, and associated components.
- (k) Industrial Ethernet Switches as per design. Note that some Ethernet switches may be specified to be from other vendors due to application requirements. Refer to drawings and specifications.
- (l) MDT Version Management Software.
- (m) Aveva Insight Information Server Software.
- (n) Training sessions.

E5.3 For clarity, this standardization agreement does not include:

- (a) Computer workstation hardware including operating systems;
- (b) Computer server hardware, including operating systems and general terminal server / client software;
- (c) Thin client terminals;
- (d) Fused and un-fused disconnect switches not incorporated into a MCC or other motor starter;
- (e) Control stations and pendants not incorporated into a MCC or other motor starter;
- (f) Electrical Transformers not in a MCC or motor starter;
- (g) Panelboards not integrated in a MCC;
- (h) Switchboards / Switchgear not integrated in a MCC;

- (i) System Integration Services (including programming and configuration);
- (j) Control Panels to house PLCs;
- (k) Instrumentation;
- (l) Power supplies not integrated with the PLC / HMI systems; and
- (m) Terminal blocks not integrated with the PLC / HMI systems

E5.4 The following model series shall be utilized unless otherwise indicated in the Specifications, Drawings or otherwise approved by the Contract Administrator:

- (a) Modicon M580 PLCs;
- (b) Modicon X80 PLC I/O;
- (c) EcoStruxure Control Expert programming software;
- (d) Aveva Plant Scada HMI systems;
- (e) Aveva Historian;
- (f) Local HMI – Harmony HMIGTO or HMIGTU series;
- (g) Schneider Electric Model 6 MCC – NEMA rated starters, Intelligent Ethernet (unless otherwise specified);
- (h) Altivar Process 600 series VFDs for variable torque applications; and
- (i) Altivar Process 900 series VFDs for more demanding applications.

E5.5 Commissioning and start-up:

E5.5.1 Except as identified in E5.5.2, commissioning and start-up of all goods purchased under this standardization agreement shall be performed by the Contractor.

E5.5.2 Schneider shall provide MCC start-up services, but not commissioning services. Coordinate with Schneider as required to understand the limitations of Schneider's MCC start-up services and provide all remaining testing, commissioning and start-up services to provide a complete commissioning and start-up.

E5.6 Training

E5.6.1 Programmable Controller Local Training

- (a) Overview
 - (i) Provide instruction to designated City personnel in the operation and maintenance of the Schneider programmable controller control system components and associated Schneider tools and equipment.
 - (ii) This training shall be provided by Schneider.
 - (iii) This training does not relieve the Contractor of other training requirements associated with the control system.
- (b) Location
 - (i) The location of the training will be in the City of Winnipeg, in a facility provided by the City.
 - (ii) The room will be classroom style.
- (c) Submittals
 - (i) Submit the names and qualifications of the proposed instructors.
 - (ii) Submit training proposal complete with hour by hour schedule including brief overview of content of each training segment a minimum of 30 Working Days prior to the anticipated date of beginning of training.
- (d) Quality Assurance
 - (i) Provide competent instructors thoroughly familiar with all aspects of the programmable controller control system.
 - (ii) The Contract Administrator may reject instructors it deems to not be qualified.

- (iii) In the event that the training provided is not satisfactory, reduction of payment may be applied.
- (e) Duration
 - (i) The training shall be a minimum of one (1) day in duration.
- (f) Materials
 - (i) Provide equipment, visual and audio aids, and materials.
 - (ii) Supply manual for each trainee, describing in detail the information included in each training program.
- (g) Attendees
 - (i) The attendees are expected to include, but not be limited to: electrical and instrumentation maintenance personnel and programmable controller support specialists.
- (h) Content
 - (i) Overview of the equipment.
 - (ii) Equipment maintenance training including:
 - ◆ Installation
 - ◆ Troubleshooting
 - ◆ Preventative maintenance
 - ◆ Replacement of modules
 - ◆ Network communication troubleshooting and diagnostics.
 - ◆ Fieldbus troubleshooting and diagnostics
 - ◆ Programmable controller redundancy strategies and operation.
 - (iii) Maintenance use of programmable controller programming software, including:
 - ◆ Basic operation of the software
 - ◆ Connecting to programmable controllers
 - ◆ Download and upload of software configuration.
 - ◆ Diagnostics and troubleshooting.
- (i) Number of Sessions
 - (i) Provide a minimum of two (2) sessions.

E5.6.2 MCC and VFD Local Training Session

- (a) Overview
 - (i) Provide instruction to designated City personnel in the operation and maintenance of the motor control centres and variable frequency drives.
 - (ii) This training shall be provided by Schneider.
 - (iii) This training does not relieve the Contractor of other training requirements associated with the control system.
- (b) Location
 - (i) The location of the training will be in the City of Winnipeg, in a facility provided by the City.
- (c) Submittals
 - (i) Submit the names and qualifications of the proposed instructors.
 - (ii) Submit training proposal complete with hour by hour schedule including brief overview of content of each training segment a minimum of 30 Working Days prior to the anticipated date of beginning of training.
- (d) Quality Assurance
 - (i) Provide competent instructors thoroughly familiar with all aspects of the MCC and VFD systems.
 - (ii) The Contract Administrator may reject instructors it deems to not be qualified.

- (iii) In the event that the training provided is not satisfactory, reduction of payment may be applied.
- (e) Duration
 - (i) The training shall be a minimum of six (6) hours in duration, excluding coffee and lunch breaks.
- (f) Materials
 - (i) Provide equipment, visual and audio aids, and materials.
 - (ii) Supply manual for each trainee, describing in detail the information included in each training program.
- (g) Attendees
 - (i) The attendees are expected to include, but not be limited to:
 - ◆ Electrical and instrumentation maintenance personnel.
 - ◆ Programmable controller support specialists.
- (h) Content
 - (i) Overview of the equipment.
 - (ii) Equipment maintenance training including:
 - ◆ Installation
 - ◆ Troubleshooting
 - ◆ Preventative maintenance
 - ◆ Replacement of modules
 - ◆ Fieldbus diagnostics
 - ◆ Configuration of equipment parameters.
 - (iii) Maintenance use of equipment configuration software, including:
 - ◆ Basic operation of the software
 - ◆ Connecting to intelligent starts and VFDs.
 - ◆ Download and upload of software configuration.
 - ◆ Diagnostics and troubleshooting.
- (i) Number of Sessions
 - (i) Provide a minimum of two (2) sessions.

E5.7 The contact information for all quotations and purchases from Schneider is:

Garth Eastman
21 Omands Creek Blvd
Winnipeg, MB, R2R 2V2
Telephone: 204-228-7807
E-mail: garth.eastman@se.com

E5.7.1 Goods to be procured directly from Schneider using the Schneider contact:

- (a) Further to E5.2, goods to be procured via Schneider includes but is not limited to:
 - (i) PLC to Infi90 Termination Unit migration cables;
 - (ii) Process Simulator Software;
 - (iii) Historian Server and Client Software;
 - (iv) Version Management Software; and
 - (v) Training sessions.

E5.7.2 Goods to be procured via Eecol Electric (Eecol), as Schneider's High Tech Automation Distributor (HTAD):

- (a) Further to E5.2, goods to be procured via Eecol includes but is not limited to:
 - (i) Programmable Controllers (PLCs) including all associated components hardware and software;
 - (ii) Programmable Controller Programming Software;

- (iii) HMI System software;
- (iv) Touchscreen HMI systems such as Magellis HMIs;
- (v) Touchscreen HMI Programming Software;
- (vi) Motor Control Centers including all components;
- (vii) Loose VFDs, motor starters, soft starters, and associated components; and
- (viii) Industrial Ethernet Switches as per design. Note that some Ethernet switches may be specified to be from other vendors due to application requirements. Refer to drawings and specifications.

(b) The Eecol contact:

Jon Buccini
1760 Wellington Avenue
Winnipeg, MB, R3H 0E9
Telephone(Office): 204-774-2800
Telephone(Cell) : 204-
E-mail: jon.buccini@eecol.com

- (c) All correspondence related to requests-for-quotations to Eecol for goods listed under E5.7.2(a) shall be copied to the Schneider contact listed under E5.7.
- (d) For whatever reason, if Eecol is unable to receive or respond to request-for-quotations for goods listed under E5.7.2(a), request-for-quotations may be issued directly to the Schneider contact listed under E5.7.

E5.8 Quotations and orders:

E5.8.1 Reference the following in all quotation requests and purchase orders:

- (a) This Bid Opportunity number; and
- (b) A statement indicating:
"This request / purchase order is subject to the Terms and Conditions of City of Winnipeg Request for Proposal RFP 756-2013."

E6. STANDARDIZED INSTRUMENTATION

E6.1 The City has standardized on a specific vendor for the supply and delivery of specific instrumentation. The Standardization Vendor was selected via RFP 449-2014 and was awarded to Trans-West Supply Company Inc. (Trans-West).

- (a) Copies of the tender documents are available from City of Winnipeg Material Management's website.

E6.2 Goods to be procured via this standardization agreement include but are not limited to:

- (a) Flowmeters – Electromagnetic;
- (b) Flowmeters – Differential pressure based;
- (c) Pressure Transmitters including manifold assemblies;
- (d) Temperature Transmitters including temperature elements and thermowells;
- (e) Ultrasonic Level Transmitters; and
- (f) Associated accessories.

E6.3 For clarity, this standardization agreement does not include:

- (a) Flowmeters – Coriolis;
- (b) Flowmeters – Thermal Dispersion;
- (c) Flowmeters – Ultrasonic;
- (d) Flow switches (i.e. mechanical);
- (e) Pressure switches;
- (f) Temperature switches;

- (g) Radar Level Transmitters; and
- (h) Level Switches (non-ultrasonic based).

E6.4 The following model series shall be utilized unless otherwise indicated in the Specifications, Drawings or otherwise approved by the Contract Administrator:

- (a) Magnetic Flowmeter Flowtubes – SITRANS F M MAG 5100W series.
 - (i) SITRANS F M MAG 3100W series may be utilized where specified.
- (b) Magnetic Flowmeter Transmitters - SITRANS F M MAG 6000 series.
- (c) Pressure Transmitters – SITRANS P420.
- (d) Temperature Transmitters
 - (i) SITRANS TF (Process Applications)
 - (ii) SITRANS TH400 (HVAC applications)
- (e) Ultrasonic Level Transmitters
 - (i) Integrated applications: SITRANS Probe LU
 - (ii) Separate controller applications: Multiranger 100/200 with EchoMax transducers.

E6.5 Field setup and commissioning:

E6.5.1 Field setup and commissioning of the gas detection systems may be performed by Trans-West under the Standardization Agreement. Coordinate with Trans-West as required to understand the capabilities and limitations of Trans-West's field setup and commissioning services and provide all remaining services to provide a complete commissioning and start-up.

E6.5.2 Field setup and commissioning of the standardized instrumentation shall be performed by Trans-West under the standardization agreement for the following:

- (a) The first instrument of each type installed on site; and
- (b) A minimum of five additional instruments of each type, or 10% of the actuators of that type, whichever is greater.

E6.5.3 The Contractor may provide field setup and commissioning services for the remaining instrumentation via alternate means, provided that this does not result in a reduction of the services or quality of work.

E6.5.4 The services provided are to include at all standard manufacturer recommended start-up and commissioning procedures, as well as the following:

- (a) Visual Inspection
 - (i) Inspect instrument for signs of damage,
 - (ii) Verify mechanical and piping installation per drawings and manufacturer requirements,
 - (iii) Verify wiring installation per drawings and manufacturer requirements, and
 - (iv) Inspect electrical terminal compartment for foreign objects.
- (b) Mechanical Inspection
 - (i) Check all connections and bolts for tightness and to the correct torque,
 - (ii) Check for alignment, and
 - (iii) Ensure appropriate clearances for all connecting bushings and connecting faces.
- (c) Electrical Inspection
 - (i) Check all power wiring connections for tightness,
 - (ii) Check all fuses in the instrument for continuity,
 - (iii) Confirm input voltage is correct, and
 - (iv) Confirm that the signal / fieldbus connections are correct.
- (d) Start-up Services

- (i) Coordinate turning on power to the instrument,
 - (ii) Configure all applicable settings and parameters that could not be configured prior to installation,
 - (iii) Perform functional tests,
 - (iv) Coordinate with City personnel and designated representatives to confirm and finalize the application requirements,
 - (v) Configure and document all settings, as appropriate for the application,
 - (vi) Coordinate to perform test demonstrations to verify instrument performance,
 - (vii) Verify that all configuration values are in the correct state, and
 - (viii) Transfer the configuration settings to on-site personnel.
- (e) Documentation
- (i) Provide a signed documented commissioning form for each instrument, in a format acceptable to the Contract Administrator.
- (f) Travel
- (i) Provide all travel and accommodations at no additional cost.
- (g) Personnel:
- (i) Personnel shall be factory trained in the maintenance, configuration, and service of the proposed instrumentation.

E6.5.5 Responsibility of the Contractor:

- (a) It is the responsibility of the Contractor to ensure that the installation of the instrumentation is complete and that the instrument is ready to commission prior to engaging Trans-West to commission any instrumentation.

E6.6 Training

E6.6.1 Local Training Session – General Requirements

- (a) Overview:
 - (i) Provide instruction to designated City personnel in the operation, configuration, and maintenance of the proposed instruments and associated components.
- (b) Location:
 - (i) The location of the training will be in the City of Winnipeg, in a facility provided by the City.
 - (ii) The room will be classroom style.
- (c) Submittals:
 - (i) Submit the names and qualifications of the proposed instructors.
 - (ii) Submit training proposal complete with hour by hour schedule including brief overview of content of each training segment a minimum of 30 Calendar Days prior to the anticipated date of beginning of training.
- (d) Quality Assurance:
 - (i) Provide competent instructors thoroughly familiar with all aspects of the instruments.
 - (ii) The Contract Administrator may reject instructors it deems to not be qualified.
 - (iii) In the event that the training provided is not satisfactory, reduction in payment may be applied.
- (e) Materials:
 - (i) Provide equipment, visual and audio aids, and materials.
 - (ii) Sample instruments of each type shall be provided, along with all equipment required to power and configure the instruments.
 - (iii) Supply manual for each trainee, describing in detail the information included in each training program.

- (f) Attendees:
 - (i) The attendees are expected to include, but not be limited to:
 - ◆ Electrical and instrumentation maintenance personnel.

E6.6.2 Local Training Session – Electromagnetic Flowmeter, Pressure, Temperature

- (a) Provide local training sessions, in accordance with E6.6.1:
- (b) Duration:
 - (i) Each training session shall be a minimum of six (6) hours in duration, excluding coffee and lunch breaks.
 - (ii) Each day shall be assumed to be independent of other training days, and not necessarily aligned with other on-site work or training.
- (c) Scope:
 - (i) Each training session shall address the complete scope of all products proposed.
- (d) For each instrument type, provide the following training content:
 - (i) Overview of the instrument,
 - (ii) Equipment maintenance training, including:
 - ◆ Installation,
 - ◆ Troubleshooting,
 - ◆ Preventative maintenance,
 - ◆ Replacement of components,
 - ◆ Fieldbus network troubleshooting and diagnostics, and
 - ◆ Calibration procedures.
 - (iii) Maintenance use of associated software and HART/PROFIBUS parameters, including:
 - ◆ Basic operation of software,
 - ◆ Connecting to instruments,
 - ◆ Configuration of parameters,
 - ◆ Download and upload software configuration, and
 - (iv) Diagnostics and troubleshooting.
- (e) Number of Sessions:
 - (i) Provide a minimum of two (2) sessions for each instrument type.

E6.6.3 Local Training Session – Ultrasonic Level

- (a) Provide local training sessions, in accordance with E6.6.1:
- (b) Duration:
 - (i) Each training session shall be a minimum of three (3) hours in duration, excluding coffee and lunch breaks.
 - (ii) Each day shall be assumed to be independent of other training days, and not necessarily aligned with other on-site work or training.
- (c) Scope:
 - (i) Each training session shall address the complete scope of all products proposed.
- (d) For each instrument, provide the following training content:
 - (i) Overview of the instrument,
 - (ii) Equipment maintenance training, including:
 - ◆ Installation,
 - ◆ Troubleshooting,
 - ◆ Preventative maintenance,

- ◆ Replacement of components,
 - ◆ Fieldbus network troubleshooting and diagnostics, and
 - ◆ Calibration procedures.
- (iii) Maintenance use of associated software and HART/PROFIBUS parameters, including:
- ◆ Basic operation of software,
 - ◆ Connecting to instruments,
 - ◆ Configuration of parameters,
 - ◆ Download and upload software configuration, and
 - ◆ Diagnostics and troubleshooting.
- (e) Number of Sessions:
- (i) Provide a minimum of two (2) sessions for each instrument type.

E6.6.4 Electromagnetic Flowmeter Calibration Verification Tool Training

- (a) Provide local training sessions, in accordance with E6.6.1:
- (b) Provide one training session per unit supplied, to instruct designated City personnel in the operation, configuration, and maintenance of the proposed instruments and associated components.
- (c) The location of the training will be in the City of Winnipeg, in a facility provided by the City.
- (d) Provide competent instructors thoroughly familiar with all aspects of the verification tool.
- (i) The Contract Administrator may reject instructors it deems to not be qualified.

E6.6.5 Each training session shall be a minimum of four (4) hours in duration, excluding coffee and lunch breaks, or longer as required to instruct personnel in the required operation.

E6.7 The contact for all quotations and purchases:

Amurthan (Amu) Abimanan Branch Manager
126 Bannister Road
Winnipeg, MB, R3R 0S3
Telephone: 204-783-0100
Mobile: 204-782-1864
E-mail: amu@transwest-mb.com

E6.8 Quotations and orders:

E6.8.1 Reference the following in all quotation requests, quotations \ proposals, purchase orders, and invoices:

- (a) This Bid Opportunity number; and
- (b) A statement indicating:
"This request / purchase order is subject to the Terms and Conditions of City of Winnipeg Request for Proposal RFP 449-2014."