



THE CITY OF WINNIPEG

TENDER

TENDER NO. 706-2022

SUPPLY AND DELIVERY OF WATER TREATMENT PLANT CHEMICALS

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY AND DELIVERY OF WATER TREATMENT PLANT CHEMICALS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, October 11, 2022.

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. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.

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.

B3.6 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

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 MERX website at www.merx.com.
- B5.4 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.
- B5.5 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.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D5.

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 five (5) 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/Proposal.

B7.2 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.

B7.3 The Bid shall be submitted electronically through MERX at www.merx.com.

B7.3.1 Bids will **only** be accepted electronically through MERX.

B7.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B16.1(a).

B8. BID

B8.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.

B8.2 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 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/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B8.4 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 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;
- (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/Proposal should be entered 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 in the appropriate field in MERX.

B9.1.1 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 shall not include Environmental Handling Charges (EHC) or fees, which shall be extra where applicable.

B9.2 The quantities listed 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 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.

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 <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>
- 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;
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
 - (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B12.4 and D7); and
 - (e) upon request of the Contract Administrator, provide the Security Clearances as identified in PART F - SECURITY CLEARANCE.
- B12.4 Further to B12.3(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.
- B12.5 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.
- B12.6 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.

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 Unit Prices (unevaluated and pending review and verification of conformance with requirements) will be available on the MERX website at www.merx.com.
- B13.3 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.
- 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 11 of Form A: Bid/Proposal.

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 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.

B15. WITHDRAWAL OF BIDS

B15.1 A Bidder may withdraw his/her Bid without penalty at any time prior to the Submission Deadline.

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) Bid Price;
- (d) economic analysis of any approved alternative pursuant to B6;
- (e) costs to the City of administering multiple contracts.

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 qualified.

B16.4 Further to B16.1(c), the Bid Price shall be the sum of the quantities multiplied by the Unit Prices for each item.

B16.4.1 Further to B16.1(a), in the event that a unit price is not provided, 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 may be awarded separately by item with the exception of Items 7 and 8 and Items 9 and 10 will be awarded together.

B16.5.1 Notwithstanding B9.1, the Bidder may, but is not required to bid on all items.

B16.5.2 Notwithstanding B17.3, the City shall not be obligated to award any item to the responsible Bidder submitting the lowest evaluated responsive Bid for the item and shall have the right to choose the alternative which is in its best interests. If the Bidder has not bid on all items, he/she shall have no claim against the City if his/her partial Bid is rejected in favour of an award of the Contract 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 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 qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B16.
- B17.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B17.4.1 The Contract Documents, as defined in C1.1(p), 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.
- B17.5 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.

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. 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 supply and delivery of Sodium Hypochlorite (Bulk and Totes), Sulphuric Acid, Fluorosilicic Acid, Phosphoric Acid, Sodium Bisulphite and Chlorine Tonners for the period from January 1, 2023 until December 31, 2023, 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 one hundred and twenty (120) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on January 1st of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.1.3 Bidders are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.

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 Subject to 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. DEFINITIONS

D4.1 When used in this Tender:

- (a) "**WTP**" means the Winnipeg Drinking Water Treatment Plant;
- (b) "**Ton**" means unit of mass equal to 2000 pounds (907.1 kilograms)
- (c) "**Tonne**" means unit of mass equal to 1000 kilograms

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Matt Gillies
Water Treatment Operations Support Engineer

Telephone No.: 204-391-5488

Email Address: mattgillies@winnipeg.ca

D6. NOTICES

- D6.1 Except as provided for in C20.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.
- D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in, D6.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D5.
- D6.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:
- The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services
Facsimile No.: 204 947-9155.

D7. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

- D7.1 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.
- D7.1.1 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.
- D7.1.2 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.

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

- D8.1 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.

D9. INSURANCE

- D9.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability, sudden and accidental pollution 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 \$5,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
 - (c) the certificate of insurance must expressly state "operations to include the delivery of chemicals".
- D9.2 Additionally, for chemicals delivered by rail (Phosphoric Acid and Fluorosilicic Acid), the Contractor shall provide or cause the rail tank car owner to provide the following insurance coverage:
- (a) Property in transit insurance for the full value of the tank car while transported via the City's Greater Winnipeg Water District Railway (GWWD)

- (b) Pollution legal liability in an amount not less than two million dollars (\$2,000,000.00) per claim for on-site clean-up expenses, bodily injury and property damage and emergency response costs at all times during the performance of the work and for six (6) months after completion.
- (c) Signed waiver of liability, indemnity, and assumption of risk agreement prior to the transporting of the supplies in the rail car by the City. The waiver of liability, indemnity and assumption of risk for the GWWD railway is included in Appendix A in the Tender package.

D9.3 Deductibles shall be borne by the Contractor.

D9.4 All policies shall be taken out with insurers licensed in the Province of Manitoba.

D9.5 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.

D9.6 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.

D9.7 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 or any mutually agreed upon extensions.

D10. SAFETY DATA SHEETS

D10.1 The Contractor shall provide the Contract Administrator with one (1) copy of Safety Data Sheets (SDS's) for each product to be supplied under the Contract at least two (2) Business Days prior to the commencement of Work but in no event later than the date specified in C4 for the return of the executed Contract.

D10.2 Throughout the term of the Contract, the Contractor shall provide the Contract Administrator with revisions or updates of the SDS's as soon as may be reasonably possible.

SCHEDULE OF WORK

D11. COMMENCEMENT

D11.1 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.

D11.2 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 D8;
 - (ii) evidence of the workers compensation coverage specified in C6.17;
 - (iii) evidence of the insurance specified in D9;
 - (iv) the Safety Data Sheets specified in D10;
 - (v) the direct deposit application form specified in D18.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D12. DELIVERY

D12.1 Goods shall be delivered on an "as required" basis during the term of the Contract, f.o.b. destination, freight prepaid, to various locations within the City.

- (a) Delivery destination for Sulphuric Acid, Sodium Hypochlorite, and Sodium Bisulphite is:
Winnipeg Drinking Water Treatment Plant

Provincial Highway 207, Access Road 57082
Dugald, Manitoba, R0E 0K0

- (b) Delivery destination for Phosphoric Acid and Fluorosilicic Acid is:
City of Winnipeg,
Greater Winnipeg Water District Railway-St.Boniface Rail Yard
WS05 CN/GWWD interchange
598 Plinguet Street,
Winnipeg, Manitoba, Canada

- (c) Delivery destinations for Chlorine Tonners are:
(i) McPhillips Pumping Station, 360 McPhillips Street, Winnipeg, Manitoba
(ii) MacLean Pumping Station, 875 Lagimodiere Boulevard, Winnipeg, Manitoba
(iii) Hurst Pumping Station, 60 Hurst Way, Winnipeg, Manitoba

D12.1.1 Goods shall be delivered as follows:

- (i) Sulphuric Acid, Sodium Hypochlorite and Sodium Bisulphite shall be delivered within seven (7) Calendar Days of the placing of an order.
(ii) Phosphoric Acid and Fluorosilicic Acid shall be delivered within thirty (30) Calendar Days of the placing of an order.
(iii) Chlorine Tonners shall be delivered within fifteen (15) Calendar Days of the placing of an order

D12.2 The Contractor shall have the minimum delivery capabilities as follows:

D12.2.1 Sulphuric Acid:

- (a) Average: 60 Tonnes, once per week.
(b) Maximum: 90 Tonnes once per week.

D12.2.2 Sodium Hypochlorite

- (a) Average: 20,000 liters per delivery, two deliveries per week. (40,000L total per week).
(b) Maximum: 20,000 liters per delivery, three deliveries per week (60,000L total per week).

D12.2.3 Sodium Hypochlorite – 1000L Totes

- (a) Average: 3 totes, one delivery every two weeks from approximately May to September
(b) The City will maintain an inventory of six (6) sodium hypochlorite totes.

D12.2.4 Sodium Bisulphite – 1150KG Totes

- (a) Average: 3 totes, once per week
(b) Maximum: 5 totes, once per week
(c) The City will maintain an inventory of eight (8) sodium bisulphite -1150KG totes

D12.2.5 Chlorine Tonners (907KG)

- (a) Average: 15 tonners, delivered once every 3 months
(b) The City has the inventory capacity for 29 tonners

D12.2.6 Phosphoric Acid

- (a) Average: one (1) railcar (approximately 90 Tonnes) once every 4 months

D12.2.7 Fluorosilicic Acid

- (a) Average: one (1) railcar (approximately 90 Tonnes) once every 4 months

D12.3 The Contractor shall confirm each delivery with the Contract Administrator or his/her designate, at least two (2) Business Days before delivery.

- D12.4 Goods shall be delivered between 8:30 a.m. and 2:30 p.m. on Business Days, excluding holidays.
- D12.5 The Contractor shall provide seventy-two (72) hours notice to the Contract Administrator and his/her designate if deliveries must be rescheduled. The rescheduled date is subject to the review and acceptance by the Contract Administrator.
- D12.6 The Contract Administrator may assign specific days and times during which delivery of Goods is permitted. The Contract Administrator may, from time to time, adjust the assigned days and times to meet operational requirements.
- D12.6.1 The intent of assigning days and times for deliveries, if the City elects to do so, is to assist the Contractor and other contractors in coordinating their Work and other activities on Site. Any such schedule may require adjustments during the term of the Contract because of factors such as changes in consumption rates for various chemicals, or construction and maintenance activities.
- D12.7 The Contractor shall off-load goods as directed at the delivery location with the exception of chemicals delivered via rail tank cars which will be off-loaded by City personnel at the WTP.
- D12.8 The Contractor shall remove empty chemical totes and chlorine tonners from the delivery locations as required.
- D12.9 Rail tank cars, chemical delivery tanker trucks, and chemical totes shall be dedicated to delivering the specified quality of specified chemical to avoid contamination.
- D12.10 The City will transfer phosphoric and fluorosilicic acid rail tank cars from the WS05 St. Boniface Yard Interchange Track to the WTP by way of the Greater Winnipeg Water District Railway.
- D12.10.1 Should delivery by rail car be delayed, the Contractor shall be responsible for supplying the required material by any transportation means necessary. The Unit Price for such alternate delivery methods shall be at or below the Unit Price provided.
- D12.11 If the Contractor is unable to fulfill the order volume put forth by the Contract Administrator, the City shall immediately take whatever steps are necessary to obtain the goods to maintain the plant processes as required.
- D12.11.1 The City may reduce any payment to the Contractor by the amount of any costs to obtain the required goods.

D13. LIQUIDATED DAMAGES

- D13.1 If the Contractor fails to achieve delivery of the goods within the time specified in D12.1.1, the Contractor shall pay the City three hundred dollars (\$300.00) per Calendar Day for each and every Calendar Day until the goods have been delivered.
- D13.2 The amount specified for liquidated damages in D13.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Delivery by the day fixed herein for same.
- D13.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D14. COVID-19 SCHEDULE DELAYS

- D14.1 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.

- D14.2 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.
- D14.3 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.
- D14.4 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 D14.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D14.5 The Work schedule, including the durations identified in D12 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.
- D14.6 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.

D15. ORDERS

- D15.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed. The Contractor may also provide an e-mail at which orders for delivery may be placed.

D16. RECORDS

- D16.1 The Contractor shall keep detailed records of the goods supplied under the Contract.
- D16.2 The Contractor shall record, as a minimum, for each item listed:
- (a) user name(s) and addresses;
 - (b) order date(s);
 - (c) delivery date(s); and
 - (d) description and quantity of goods supplied.
- D16.3 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

D17. INVOICES

- D17.1 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

- D17.2 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.

D17.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D18. PAYMENT

D18.1 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.

D19. PAYMENT SCHEDULE

D19.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D20. WARRANTY

D20.1 Warranty is as stated in C11.

DISPUTE RESOLUTION

D21. DISPUTE RESOLUTION

D21.1 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 D21.

D21.2 The entire text of C19.4 is deleted, and amended to read: "Intentionally Deleted"

D21.3 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 his 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 his Appeal Form.

D21.4 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.

- D21.4.1 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.
- D21.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D21.4.3 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.
- D21.4.4 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 D21.4.3, 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

D22. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D22.1 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.
- D22.2 Further to D22.1, in the event that the obligations in D22 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.
- D22.3 For the purposes of D22:
- (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.
- D22.4 Modified Insurance Requirements
- D22.4.1 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 its Ministers, officers, employees, and agents shall be added as additional insureds.
- D22.4.2 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.
- D22.4.3 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.

D22.4.4 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.

D22.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D22.5 Indemnification By Contractor

D22.5.1 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.

D22.5.2 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.

D22.6 Records Retention and Audits

D22.6.1 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.

D22.6.2 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 D22.6.1 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.

D22.7 Other Obligations

- D22.7.1 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.
- D22.7.2 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.
- D22.7.3 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.
- D22.7.4 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.
- D22.7.5 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.
- D22.7.6 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

- 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 **Item No. 1 – Sulphuric Acid** shall be in accordance with the requirements hereinafter specified

- E2.1.1 The sulphuric acid furnished under this specification shall be suitable for addition to potable water for pH adjustment.
- E2.1.2 The sulphuric acid supplied shall be tested and certified as meeting the specifications of the American National Standards / National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60) Drinking Water Treatment Chemicals- Health Effects.
- E2.1.3 A Certificate of Analysis shall be submitted by the Contractor for each delivery to the City. The certificate shall be delivered with the shipment or e-mailed to the Contract Administrator stated in D5.1 before unloading begins. The certificate shall contain the following:
- | | |
|---|-----------------|
| (i) certification of analysis issue date; | (Report) |
| (ii) production lot number; | (Report) |
| (iii) date of manufacture; | (Report) |
| (iv) percent by weight sulphuric acid; | (93.2 – 93.8 %) |
| (v) specific gravity; | (Report) |
| (vi) iron (Fe); | (Report) |
| (vii) sulfur dioxide (SO ₂); | (≤ 10 ppm) |
| (viii) colour; | (Report) |
| (ix) appearance; | (Report) |
| (x) documentation of ANSI/NSF 60 certification. | (Report) |

E2.2 **Item No. 2 – Sodium Hypochlorite** shall be in accordance with the requirements hereinafter specified.

- E2.2.1 The sodium hypochlorite furnished under this specification shall be twelve percent (12%) trade grade suitable for addition to potable water for disinfection.
- E2.2.2 The sodium hypochlorite supplied shall conform to the current version of the American Water Works Association (AWWA) Standard B300-18 for sodium hypochlorite.
- E2.2.3 The sodium hypochlorite supplied shall contain no soluble materials or organic substances in quantities capable of producing deleterious or injurious effect upon the health of those consuming the water, which has been properly treated with this chemical.
- E2.2.4 The sodium hypochlorite supplied shall be tested and certified as meeting the specifications of the American National Standards/National Sanitation Foundation Standard 60 (ANSI/NSF 60) Drinking Water Treatment Chemical-Health Effects.
- E2.2.5 A Certificate of Analysis shall be submitted by the Contractor for each delivery to the City. The certificate shall be delivered with the shipment and e-mailed to the Contract

Administrator stated in D5.1 before unloading begins. The certificate shall contain the following:

- (ii) Certification of analysis issue date; (Report)
- (iii) Production lot number; (Report)
- (iv) Date of manufacture; (Report)
- (v) Percent available chlorine; ($\geq 10.3\%$ wt%)
- (vi) Specific gravity @ 20 degrees C; (1.160 – 1.174)
- (vii) pH @ 20 degrees C; (12.0 – 13.0)
- (viii) total free alkali (excess NaOH); ($\leq 1.5\%$ wt NaOH)
- (ix) insoluble matter; ($< 0.15\%$)
- (x) appearance; (clear, yellow to green)
- (xi) documentation of ANSI/NSF 60 certification (Report).

E2.2.6 Order volume for sodium hypochlorite will be minimum 20,000L per delivery unless otherwise required for operational requirements or requested by the Contract Administrator.

E2.3 **Item No. 3 - Sodium Hypochlorite – 1000L Tote** shall be in accordance with the requirements hereinafter specified.

E2.3.1 The sodium hypochlorite furnished under this specification shall be twelve percent (12%) trade grade suitable for addition to potable water for disinfection as specified in E2.2 with the exception of the following:

- (i) The Goods shall be delivered in chemical totes each containing one thousand (1,000) liter of sodium hypochlorite. The totes shall be suitable for lifting by a forklift and have a piped side discharge complete with a fifty (50) mm ball valve and twenty-five (25) mm top air vent;
- (ii) Empty sodium hypochlorite totes shall be returned to the Contractor.

E2.3.2 The WTP does not have a loading dock. Sodium hypochlorite totes shall be positioned on the edge of the delivery vehicle by the delivery driver and will be off-loaded by City owned and operated forklift.

E2.4 **Item No. 4 – Sodium Bisulphite – 1150KG Tote** shall be in accordance with the requirements hereinafter specified.

E2.4.1 Sodium Bisulphite shall:

- (a) Be suitable for addition to potable water for the quenching of ozone;
- (b) Be thirty-eight percent (38%) sodium bisulphite by weight (%wt./wt.);
- (c) Contain no soluble materials or organic substances in quantities capable of producing deleterious or injurious effect upon the health of those consuming the water which has been properly treated with this chemical;
- (d) Be tested and certified as meeting the specifications of the American National Standards/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60) Drinking Water Treatment Chemicals-Health Effects.

E2.4.2 The Goods shall be delivered in chemical totes each containing one thousand, one hundred and fifty (1,150) kilograms of sodium bisulphite. The totes shall be suitable for lifting by a forklift.

E2.4.3 The Contractor shall provide any additional equipment required to configure four (4) of their totes to the City's sodium bisulphite system, including but not limited to:

- (a) fifty (50 mm) / two (2 inch) ball valve with MNPT discharge port; and
- (b) twenty-five (25 mm) / one (1 inch) FNPT, top mounted air vent port.

E2.4.4 Empty sodium bisulphite totes shall be returned to the Contractor.

E2.4.5 A Certificate of Analysis shall be submitted by the Contractor for each delivery to the City. The certificate shall be delivered with the shipment and e-mailed to the Contract Administrator stated in D5.1 before unloading begins. The certificate shall contain the following;

- (ii) certification of analysis issue date; (Report)
- (iii) production lot number; (Report)
- (iv) date of manufacture; (Report)
- (v) percent by weight sodium bisulphite; (38.0 – 42.0 wt%)
- (vi) specific gravity @ 20 degrees C; (1.295 – 1.335)
- (vii) pH @ 20 degrees C; (4.0 - 5.1)
- (viii) lead (Pb); (Report)
- (ix) appearance; (Clear)
- (x) documentation of ANSI/NSF 60 certification. (Report)

E2.4.6 The WTP does not have a loading dock. Sodium bisulphate totes shall be positioned on the edge of the delivery vehicle by the delivery driver and will be off-loaded by City owned and operated forklift.

E2.5 Item No. 5 – Chlorine Tonner (907KG)

E2.5.1 The Contractor shall supply liquid chlorine in accordance with the requirements hereinafter specified.

E2.5.2 Liquid chlorine shall be supplied in one (1) Ton containers in accordance with requirements hereinafter specified and in accordance with the American Water Works Association (AWWA) standard for Liquid Chlorine and the American National Standard Institute (ANSI) (ANSI/AWWA B301).

- (i) Each (1) Ton container shall be supplied with 907.1 kg (2000lbs) of liquid chlorine.
- (ii) The liquid chlorine supplied shall not be less than 99.5 percent pure by volume.
- (iii) The liquid chlorine supplied shall contain no soluble mineral or organic substances in quantities capable of producing deleterious or injurious effects on the health of persons consuming treated water.
- (iv) The supplied liquid chlorine shall be certified as suitable for contact with drinking water by an accredited certification organization in accordance with NSF/ANSI Standard 60, Drinking Water Treatment Chemicals – Health Effects.
- (v) The liquid chlorine supplied shall be dry chlorine. Moisture shall not exceed 150 ppm by weight.
- (vi) The sum of all heavy metals in the supplied liquid chlorine shall not exceed 150 ppm by weigh.
- (vii) Lead in the supplied liquid chlorine shall not exceed 10 ppm reported as lead.
- (viii) Mercury in the supplied liquid chlorine shall not exceed 1 ppm reported as mercury.
- (ix) Arsenic in the supplied liquid chlorine shall not exceed 3 ppm as metallic arsenic.
- (x) Total non-volatile residue in the supplied liquid chlorine shall not exceed 50 ppm by weight in liquid chlorine loaded by the supplier into the container.
- (xi) Carbon tetrachloride in the supplied liquid chlorine shall not exceed 10 ppm.
- (xii) Trihalomethanes in the supplied liquid chlorine shall not exceed 300 ppm
- (xiii) The Contractor shall provide a Certificate of Analysis confirming the liquid chlorine specifications and the Certificate of Analysis must certify that the supplied liquid chlorine is NSF 60.

E2.6 Item No. 6 – Phosphoric Acid

E2.6.1 The Contractor shall supply and deliver phosphoric acid in accordance with the requirements hereinafter specified.

- E2.6.2 The chemical supplied shall be food grade seventy-five (75%) percent phosphoric acid and be suitable for addition to drinking water for reducing lead service pipe corrosion in the water distribution system.
- E2.6.3 The supply and delivery of phosphoric acid shall be according to the American Water Works Association (AWWA) and American National Standards Institute (ANSI) for Phosphoric Acid Standard ANSI/AWWA B507-16.
- E2.6.4 The phosphoric acid supplied shall be tested and certified as meeting the specifications of the American National Standards/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60) Drinking Water Treatment Chemicals-Health Effects.
- E2.6.5 A certificate of analysis shall be submitted by the Contractor for each phosphoric acid delivery to the City. The certificate shall be e-mailed to the Contract Administrator stated in D5.1 before unloading begins. The certificate shall contain the following:
- | | |
|---|-------------------|
| (ii) certification of analysis issue date; | (Report) |
| (iii) production lot number; | (Report) |
| (iv) date of manufacture; | (Report) |
| (v) percent by weight of phosphoric acid; | (74.5-75.5%wt/wt) |
| (vi) specific gravity; | (Report) |
| (vii) arsenic (As); | (Report) |
| (viii) cadmium (Cd); | (Report) |
| (ix) chloride (Cl); | (Report) |
| (x) fluoride (F); | (Report) |
| (xi) heavy metals; | (Report) |
| (xii) iron (Fe); | (Report) |
| (xiii) lead (Pb); | (Report) |
| (xiv) sulfate (SO ₄); | (Report) |
| (xv) colour (APHA); | (Report) |
| (xvi) documentation of ANSI/NSF 60 certification. | (Report) |

E2.7 Item No. 7 – Demurrage – Phosphoric Acid

- E2.7.1 Demurrage shall be calculated and charged for each Calendar Day in excess of thirty (30) Calendar Days that the City retains possession of a rail tank car.
- (a) No charge shall be calculated for the first thirty (30) Calendar Days that the City retains possession of a rail tank car.
- (b) If no Unit Price for demurrage – Phosphoric Acid is identified, no demurrage charge shall apply.
- E2.7.2 The length of time a rail tank car is deemed to be in the possession of the City shall be:
- (a) the time that a rail tank car is placed at the City's interchange track at the Greater Winnipeg Water District (GWWD) St.Boniface rail yard at 598 Plinguet Street up to the time the City notifies the Contractor that the rail tank car is released for removal; and
- (b) upon notification by the Contract Administrator or his duly authorized representative that a rail tank car is released, the Contractor is responsible for the prompt removal of the car.
- E2.7.3 Demurrage shall not accrue as a result of a delay in removal by the Contractor.

E2.8 Item No. 8 – Fluorosilicic Acid

- E2.8.1 The Contractor shall supply and deliver fluorosilicic acid in accordance with the requirements hereinafter specified.
- E2.8.2 Fluorosilicic Acid shall:
- (a) Be suitable for addition to potable water for dental decay prevention;

- (b) Be clean and free of visible suspended matter;
- (c) Be water white to amber in colour;
- (d) Contain a minimum of twenty three percent (23%) and a maximum of thirty percent (30%) of fluorosilicic acid by weight;
- (e) Contain no soluble materials or organic substances in quantities capable of producing deleterious or injurious effect upon the health of those consuming the water which has been properly treated with this chemical;
- (f) Conform to the current version of the American Water Works Association (AWWA) for Fluorosilicic Acid Standard AWWA B703;
- (g) Be tested and certified as meeting the specifications of the American National Standards/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60) Drinking Water Treatment Chemicals-Health Effects and shall comply with listed and/or appropriate AWWA and Provincial Standards and Specifications and shall be suitable for use in public drinking water supplies;
- (h) The concentration of H_2SiF_6 shall be such that an insoluble precipitate does not form due to a high concentration of H_2SiF_6 .

E2.8.3 A Certificate of Analysis shall be submitted by the Contractor for each fluorosilicic acid delivery to the City. The certificate shall be e-mailed to the Contract Administrator stated in D5.1 before unloading begins. The certificate shall contain the following:

- (i) certification of analysis issue date; (Report)
- (ii) production lot number; (Report)
- (iii) date of manufacture; (Report)
- (iv) percent by weight fluorosilicic acid; (23.0 – 30.0 wt.%)
- (v) specific gravity @20 degrees C; (Report)
- (vi) pH @20 degrees C; (Report)
- (vii) percent P_2O_5 ; (Report)
- (viii) percent free acid; ($\leq 1.0\%$)
- (ix) lead (ppm); (Report)
- (x) arsenic (ppm); (Report)
- (xi) colour (CU); (≤ 200 true colour units)
- (xii) documentation of ANSI/NSF certification. (Report)

E2.9 Item No. 9 – Demurrage – Fluorosilicic Acid

E2.9.1 Demurrage shall be calculated and charged for each Calendar Day in excess of thirty (30) Calendar Days that the City retains possession of a rail tank car.

- (a) No charge shall be calculated for the first thirty (30) Calendar Days that the City retains possession of a rail tank car.
- (b) If no Unit Price for demurrage – Fluorosilicic Acid is identified, no demurrage charge shall apply.

E2.9.2 The length of time a rail tank car is deemed to be in the possession of the City shall be:

- (a) the time that a rail tank car is placed at the City's interchange track at the Greater Winnipeg Water District (GWWD) St.Boniface rail yard at 598 Plinguet Street up to the time the City notifies the Contractor that the rail tank car is released for removal; and
- (b) upon notification by the Contract Administrator or his duly authorized representative that a rail tank car is released, the Contractor is responsible for the prompt removal of the car.

E2.9.3 Demurrage shall not accrue as a result of a delay in removal by the Contractor.

E3. CHEMICAL ANALYSIS

E3.1 For each chemical, a full elemental analysis plus pH must be submitted to the Contract Administrator prior to awarding of contract and any contract extension. The minimum metal testing for this analysis are:

- (i) Aluminum (mg/kg);
- (ii) Antimony (mg/kg);
- (iii) Arsenic (mg/kg);
- (iv) Barium (mg/kg);
- (v) Beryllium (mg/kg);
- (vi) Cadmium (mg/kg);
- (vii) Chromium (mg/kg);
- (viii) Copper (mg/kg);
- (ix) Lead (mg/kg);
- (x) Manganese (mg/kg);
- (xi) Mercury (mg/kg);
- (xii) Nickel (mg/kg);
- (xiii) Selenium (mg/kg);
- (xiv) Silver (mg/kg);
- (xv) Titanium (mg/kg);
- (xvi) Zinc (mg/kg).

E3.2 The Contractor shall ensure that all analytical determinations are undertaken by a laboratory accredited in accordance with ISO 17025 and SCC standards or at a laboratory approved by the Contractor Administrator.

E3.3 A full elemental analysis shall be required from each manufacturing or supply location if there are multiple sources. A full elemental analysis shall be required prior to any change in manufacturing or supply location.

E3.4 The Contractor shall submit the complete elemental analysis no later than ten (10) Working Days after being notified by the Contract Administrator. Failure to provide the analysis in a timely matter may place the Contractor's bid as non-responsive

E4. INSPECTION & DELIVERY REQUIREMENTS

E4.1 The Contractor shall furnish the bill of lading showing certified weight of goods received and the certificate of analysis for the corresponding chemical to the City upon each delivery.

E4.1.1 No delivery will be accepted by the City unless accompanied by the certificate of analysis for the specific batch or lot of the chemical delivered and the quality specifications listed are met.

E4.1.2 The Contractor shall remove and replace any and all contaminated chemical that fails to meet these specifications or the chemical will be removed by the City and the cost for removal and disposal will be billed to the Contractor.

E4.2 Inspection Requirements:

- (a) it shall be the Contractor's responsibility to perform all tests and inspections required by this specification and to identify the source of the submitted chemical and physical composition.
- (b) the City or its duly authorized representative reserves the right to sample and test each shipment of chemical upon delivery and to reject shipments that do not conform to these specifications.

E5. TRUCK UNLOADING PROCEDURES

- E5.1 Upon arrival of the truck at the site, the driver shall provide their own appropriate Personal Protective Equipment (PPE).
- E5.2 The driver shall unload sodium hypochlorite or sulphuric acid from a pneumatic truck to the City's storage tank with the assistance of a City operator.
- E5.3 Each truck shall be equipped with its own unloading system (typically air padding) which is manually controlled by the driver. The City will provide a compressed air line at the unloading panel c/w 25 mm chicago fitting for compressed air if padding is not possible.
- E5.3.1 The City will provide a fifty (50) mm diameter cam lock connection to receive the sodium hypochlorite or sulphuric acid. The City will provide either a four (4) bolt stainless steel flange or a cam lock connector as per the Contractor's choice.
- E5.3.2 The Contractor shall provide truck's equipped with any additional equipment with any additional equipment required, including but not limited to;
- (a) chemical hoses suitable to connect to the City's sodium hypochlorite or sulphuric acid unloading line;
 - (b) straps or other securing devices to fasten the chemical port to prevent blow-out.
- E5.3.3 Unloading shall be in accordance with the Contractor's procedures. The following procedure is intended to identify minimum requirements and to outline responsibility for tasks.
- (a) the driver should provide written documentation that the Contractor has determined, checked and documented the product weight;
 - (b) the operator / driver will confirm the weight of product being delivered. Do not unload the truck until the weight and volume in the truck is confirmed and there is enough storage tank capacity to accept the contents of the truck;
 - (c) the driver ensures that the unloading point containment vessel is in place;
 - (d) the driver will manually connect the transfer hose to the truck;
 - (e) the driver will manually connect the plant airline and check the pressure setting;
 - (f) the driver will manually open the truck mounted isolation valve(s) for the liquid line;
 - (g) the driver starts the unloading blower to initiate the unloading;
 - (h) the operator will ensure that the air supply line pressure is set as directed by the driver;
 - (i) the operator will monitor the discharge line and storage tank for leaks during unloading;
 - (j) the driver will terminate unloading by stopping the unloading blower;
 - (k) after all air pressure has been vented from the truck and storage tank, the driver will isolate the discharge hose;
 - (l) the driver will close the transfer line and isolation valves;
 - (m) the driver will disconnect the air and liquid lines ensuring that any dips are collected in the containment vessel;
 - (n) in the event that a tank high level alarm occurs during unloading, a high level warning alarm light and horn will occur at the sodium hypochlorite unloading station. If this occurs, the transfer should be stopped immediately until the problem can be corrected. If the problem(s) can be rectified, the isolation valves can be re-opened by the operator and unloading continued;

E6. RAIL TANK CAR UNLOADING PROCEDURES

- E6.1 The City will provide the following at the rail tank car unloading platform at the Deacon Chemical Feed Facility for the connection of compressed air and chemical unloading line:
- (a) hose c/w one (1) 25 mm Chicago fitting for compressed air for air padding;
 - (b) hose c/w 75 mm four (4) bolt stainless steel flange for offloading the phosphoric acid.
- E6.2 The Contractor shall provide any additional equipment required but not limited to:
- (a) one (1) suitable fitting c/w 25 mm air valve assembly for connecting the air hose to the rail tank car;
 - (b) one (1) fitting c/w 75 mm four (4) bolt flange suitable to connect to the City's chemical unloading line.
- E6.3 Rail tank cars shall be unloaded from the top of the rail tank car.

E7. RAIL TANK CAR WEIGHT RESTRICTIONS

- E7.1 The maximum gross weight of all loaded rail tank cars shall be one hundred and twenty (120) tonnes.
- E7.2 The Contractor may "short load" cars to achieve this requirement.

E8. ENVIRONMENTAL CLEAN UP

- E8.1 The Contractor is responsible for the immediate cleanup of **any** spillage or leakage of material from a container, including but not limited to, any spillage or leakage, which occurs during the transporting of materials, which the City has not caused.
- E8.2 The material must be cleaned up, picked up, moved or otherwise remediated within three (3) hours of becoming aware of the spillage/leakage or a request from the Contract Administrator pursuant to E4.3, whichever is sooner.
- E8.3 In the event that the Contractor does not comply with E4.1 and E4.2, the Contractor will be considered in default of the Contract and the City may clean up, pick up, move or otherwise remediate the material and all costs in this regard will be charged to the Contractor and deducted from his/her payment.
- E8.4 Serious and/or repeated defaults of this nature may be grounds for termination of the Contract.
- E8.5 The Contractor shall report all major hazardous substance spills with the potential for impacting the environment and threat of human health and safety to the City. If required the City will enact its Emergency Response Plan by calling Manitoba Conservation twenty-four (24)-hour environmental accident reporting telephone number **204 944 4888**.

E9. EMERGENCY RESPONSE ASSISTANCE PLAN

- E9.1 The Contractor shall ensure that due care and caution is taken to prevent hazardous substance spills.
- E9.2 The Contractor shall report all major hazardous substances spills with the potential for impacting the environment and threat of human health and safety to the City. If required the City will enact its Emergency Response Plan by calling Manitoba Conservation twenty-four (24) - hour emergency telephone number **204-944-4888**.
- E9.3 The Contractor shall designate a qualified supervisor as the on-site emergency response coordinator for the Work. The emergency response coordinator shall have the authority to coordinate response and cleanup activities with the City in the event of a spill. The Contractor

should include reference to a site specific Emergency Response Plan and Environmental Protection Plan.

E9.4 The emergency response coordinator and City shall ensure that all environmental accidents involving contaminants shall be documented and reported to Manitoba Conservation according to the Dangerous Goods Handling and Transportation Act Environmental Accident Report Regulation 439/87.

E9.5 The Contractor shall provide written instructions regarding the recommended methods for cleaning up the chemical. Such instructions shall include any recommended absorbents or chemicals to be used for neutralization, if applicable. And to recommend tests to be performed, such as pH, to ascertain the effectiveness of the neutralization. These instructions are for use by City staff in cleaning up small spills associated with pump leaks, valves and other appurtenances.

E10. DAMAGE TO CITY PROPERTY / EQUIPMENT

E10.1 Any damage deemed by the Contract Administrator to have been caused by the Contractor to any City property or equipment will be repaired by the City and the cost will be deducted from Contractor invoices.

E10.2 The Contractor and their employees shall not be allowed to operate City equipment unless approved by the Contract Administrator or designate.

E11. DELIVERY SECURITY REQUIREMENTS

E11.1 Security documents are required to access the Water Treatment Plant. The deacon control centre onsite operator shall meet the delivery driver at the security gate to verify security clearance documents and shipping documents and shall remain with the delivery driver at all times.

E11.2 The Contractor shall ensure the following:

- (a) The delivery driver shall have a current company issued picture identification (ID) visible at all times when accessing the water treatment plant and while on site.
- (b) The delivery driver shall have one or more of the following documents available for review by the Deacon Control Centre onsite operator.
 - (i) a current commercial driver license from the driver's resident province or state;
or
 - (ii) a valid Free and Secure Trade (FAST) Commercial Driver Registration ID card;
or
 - (iii) a current Transportation of Dangerous Goods (TDG) card.
- (c) The delivery driver shall inform the Deacon Control Centre from the Water Treatment Plant security gate intercom that there is a delivery for the plant (or by calling the Deacon Control Centre operator using his/her personal cell telephone at 204 986 5000).
 - (i) The delivery driver shall provide the following information:
 - (a) his/her name;
 - (b) company employed with; and
 - (c) product being delivered.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

F1.1 Each individual proposed to perform Work under this Contract within facilities associated with the water supply, treatment and distribution system including the Shoal Lake Intake Facility, Shoal Lake Aqueduct, Deacon Reservoir, Water Treatment Plant, Regional Pumping Stations, and Booster Pumping Stations shall be required to obtain a Global Sanctions & PEP Check **and** a Police Information Check as detailed below.

F1.1.1 The Global Sanctions & PEP Check must be obtained through Sterling BackCheck.

- (a) A Sterling BackCheck account must be setup 72 hours prior to individual security clearances to allow sufficient time for activation of the contracting company's account. If the contracting company has an existing City of Winnipeg Sterling Backcheck vendor account, they may skip to (d) below.
- (b) An authorized individual of the contracting company must complete the Sterling Backcheck Setup Form. There is no cost to the organization to set up the account. Click on the link below, complete the form, and hit submit. ******(This form is to be completed by the company, not by the employee requiring the security clearances).
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>
- (c) Within 48 hours of completing the Sterling Backcheck Setup Form, the authorized individual of the contracting company will receive a Username and Password for Sterling Backcheck. It will appear in their inbox as a "Welcome to Sterling Backcheck" email. Upon receipt, the authorized individual of the contracting company will be asked to login to the Sterling Backcheck website to set their security questions and password. Once completed, individual security clearance requests can be submitted.
- (d) In order to run a Global Sanctions & PEP Check and/or a Police Information Check, follow the steps below:
 - (i) Click on the sub-tab labelled "Order eConsent".
 - (ii) Fill out the required information about the employee proposed to perform Work under this Contract within City facilities (the person that requires the security clearances).
 - (iii) Select your location under the "Order Information" section and enter the organization's phone number, if required.
 - (iv) Select the required individual service(s) in the dropdown menu under the "Select Services" section. If both the Global Sanctions & PEP Check and the Police Information Check are required, select the Sterling Backcheck Package One (with electronic identity verification). Once selected, both the Global Sanctions & PEP Check and the Police Information Check should have a grey check mark beside them.
 - (v) Scroll down to the bottom and click the blue "Submit" button. The employee proposed to perform Work under this Contract within City facilities will be invited to complete their security clearance.
 - (vi) The employee will receive the invitation and must click on the link and complete their Global Sanctions & PEP Check and/or Police Information Check.
 - (vii) The results of the Global Sanctions & PEP Check and/or Police Information Check will go directly to the City of Winnipeg and to the authorized individual of the contracting company within 24 hours.
- (e) Any questions related to the Sterling BackCheck process can be directed to Linda Ferens at 204-999-0912 or by email at: linda.ferens@sterlingcheck.com OR managedsupport@sterlingcheck.com

F1.1.2 The Police Information Check must be obtained from one of the following:

- (a) Sterling BackCheck;
 - (i) See F1.1.1(a) thru (e) for instructions on how to set up an account and submit individuals for security checks; or

- (b) A police service having jurisdiction at his/her place of residence;
 - (i) The original Police Information Check (Form P-612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner.
 - (ii) The applicant shall provide the original Police Information Check (Form P-612) to the Contract Administrator; or
 - (c) Commissionaires (Manitoba Division);
 - (i) Forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>
 - (ii) The applicant shall provide the original Police Information Check to the Contract Administrator; or
 - (d) FASTCHECK Criminal Record & Fingerprint Specialists;
 - (i) Forms to be completed can be found on the website at: <https://myfastcheck.com>
 - (ii) The applicant shall provide the original Police Information Check to the Contract Administrator.
- F1.2 Any individual for whom a Global Sanctions & PEP Check and/or a Police Information Check is not provided will not be permitted to perform any Work.
- F1.3 Individuals for whom a Global Sanctions & PEP Check indicates "CLEAR" and a Police Information Check demonstrates no previous convictions or pending charges will be permitted to perform Work as specified in F1.1.
- F1.4 Individuals for whom a Global Sanctions & PEP Check does not indicate "CLEAR" and/or a Police Information Check demonstrates previous convictions or pending charges may not be permitted to perform any Work as specified in F1.1.
 - (a) Previous convictions or pending charges may be investigated and a determination will be made by the City as to whether the individual will be permitted to perform any Work.
 - (b) Convictions or pending charges that may preclude an individual from performing any Work include but are not limited to:
 - (i) convictions or pending charges related to property offences; and/or
 - (ii) convictions or pending charges related to crimes against another person.
 - (c) Where additional investigation related to a Global Sanctions & PEP Check or a Police Information Check is required by the City, no extension to critical stages, Substantial Performance, or Total Performance, as applicable, will be provided.
 - (d) Additional investigation by the City may take upwards of six weeks.
- F1.5 Prior to the award of Contract, and during the term of the Contract, if additional or replacement individuals are proposed to perform Work within City facilities, the Contractor shall supply the Contract Administrator with a Global Sanctions & PEP Check and a Police Information Check satisfactory to the City obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- F1.6 Any Global Sanctions & PEP Check and Police Information Check determined to be satisfactory to the City will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Global Sanctions & PEP Check and/or a Police Information Check. Any individual F1.1 who fails to provide a Global Sanctions & PEP Check and/or a Police Information Check satisfactory to the City as a result of a repeated records search will not be permitted to continue to perform any Work as specified in F1.1.