



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 376-2014

SUPPLY AND DELIVERY OF AIR COMPRESSOR

TABLE OF CONTENTS

PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	3

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Confidentiality	1
B5. Addenda	1
B6. Substitutes	2
B7. Bid Submission	3
B8. Bid	3
B9. Prices	4
B10. Qualification	5
B11. Opening of Bids and Release of Information	5
B12. Irrevocable Bid	6
B13. Withdrawal of Bids	6
B14. Evaluation of Bids	6
B15. Award of Contract	7

PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Work	1
D3. Contract Administrator	1
D4. Ownership of Information, Confidentiality and Non Disclosure	1
D5. Notices	1

Submissions

D6. Authority to Carry on Business	1
D7. Insurance	2
D8. Material Safety Data Sheets	2

Schedule of Work

D9. Commencement	2
D10. Delivery	3
D11. Liquidated Damages	3

Measurement and Payment

D12. Invoices	3
D13. Payment	4
D14. Payment Schedule	4

Warranty

D15. Warranty	4
---------------	---

PART E - SPECIFICATIONS

General

E1. Applicable Specifications and Drawings	1
E2. Goods	1
E3. Installation Instructions	2
E4. Shop Drawings	2
E5. Testing and Commissioning Services	4
E6. Operational and Maintenance Manuals	5

PART F - SECURITY CLEARANCE

F1. Security Clearance

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY AND DELIVERY OF AIR COMPRESSOR

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, September 4, 2014.

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

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

B3. ENQUIRIES

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

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

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

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

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

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

B4. 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 Bid Opportunity 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 Bid Opportunity, 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.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B6. SUBSTITUTES

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

- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B14.
- 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.
- B6.10 Notwithstanding B6.2 to B6.9, and in accordance with B7.7, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B14.1(a).

B7. BID SUBMISSION

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid; and
 - (b) Form B: Prices.
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely in ink, to constitute a responsive Bid.
- B7.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B7.5.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B7.6 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B14.1(a).
- B7.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204- 949-1178.
- B7.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B7.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B8. BID

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

- B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
 - (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- B8.4.2 All signatures shall be original.
- B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B9. PRICES

- B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B9.1.1 Prices on Form B: Prices shall include:
- (a) duty;
 - (b) freight and cartage;
 - (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
 - (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.
- B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B10. QUALIFICATION

B10.1 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.

B10.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B10.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
- (d) upon request of the Contract Administrator, obtain the Security Clearances as identified in PART F - .

B10.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B10.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B11. OPENING OF BIDS AND RELEASE OF INFORMATION

B11.1 Bids will not be opened publicly.

B11.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (pending review and verification of conformance with requirements, the evaluated prices) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

B11.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

B11.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B12. IRREVOCABLE BID

- B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B12.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

B13. WITHDRAWAL OF BIDS

- B13.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B13.1.1 Notwithstanding C21, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B13.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B13.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
 - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
 - (c) if the notice has been given by any one of the persons specified in B13.1.3(b), declare the Bid withdrawn.
- B13.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B14. EVALUATION OF BIDS

- B14.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation therefrom (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
 - (c) Total Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B6;
- B14.2 Further to B14.1(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.
- B14.3 Further to B14.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.
- B14.4 Further to B14.1(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.

B14.4.1 Further to B14.1(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.

B14.5 This Contract will be awarded as a whole.

B15. AWARD OF CONTRACT

B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B15.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

B15.2.1 Without limiting the generality of B15.2, 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.

B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B14.

B15.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

B15.4 Notwithstanding C4 and Paragraph 6 of Form A:Bid, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.

B15.5 The Contract Documents, as defined in C1.1(n)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that they are not necessarily attached to or accompany said Purchase Order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for the Supply 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 an oil-free scroll air compressor with related appurtenances, and testing and commissioning services.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:
Lindsay Cook, E.I.T.
E-mail Address: lcook@winnipeg.ca
Telephone No.: 204-986-3673
Facsimile No.: 204-224-0032

D4. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D4.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D4.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D4.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

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

D4.4 A Contractor who violates any provision of D4 may be determined to be in breach of Contract.

D5. NOTICES

D5.1 Notwithstanding C21.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:
The City of Winnipeg
Chief Financial Officer
Facsimile No.: 204- 949-1174

SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

D6.1 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.

D7. INSURANCE

D7.1 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.

D7.2 Deductibles shall be borne by the Contractor.

D7.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance referencing Work including:

- (a) supply and delivery of goods;
- (b) provision of installation instructions; and
- (c) on-site testing and commissioning

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.

D7.4 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.

D8. MATERIAL SAFETY DATA SHEETS

D8.1 The Contractor shall provide the Contract Administrator with one (1) copy of Material Safety Data Sheets (MSDS's) for each product to be supplied under the Contract, as applicable, at least two (2) Business Days prior to delivery.

D8.2 Throughout the term of the Contract, the Contractor shall provide the Contract Administrator with revisions or updates of the MSDS's as soon as may be reasonably possible.

SCHEDULE OF WORK

D9. COMMENCEMENT

D9.1 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.

D9.2 The Contractor shall not commence any Work until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D6;
 - (ii) evidence of the workers compensation coverage specified in C6.16;
 - (iii) evidence of the insurance specified in D7; and
 - (iv) Material Safety Data Sheets specified in D8.

- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- (c) the Contractor has obtained security clearances for testing and commissioning services.

D9.2.1 Further to F1.1, subject to all other requirements being met, the Contractor may commence the equipment supply portion of the Work prior to submitting the security clearances.

D10. DELIVERY

D10.1 Goods shall be delivered within one hundred and five (105) Calendar Day(s) of the award of contract, f.o.b. destination, freight prepaid to:

Lindsay Cook

Water Services Division

Deacon Chemical Feed Facility

Provincial Road 207, between Highway 1 and Highway 15

D10.2 The Contractor shall confirm each delivery with the Contract Administrator or his designate, at least five (5) Business Days before delivery.

D10.3 Goods shall be delivered between 8:00 a.m. and 4:00 p.m. on Business Days.

D10.4 The Contractor shall off-load goods as directed by the Contract Administrator or appointed Water and Waste staff member at the delivery location.

- (a) Delivery of the air compressor shall include placing the compressor on to the concrete pad at outside the northeast corner of the Deacon Chemical Feed Facility.

D11. LIQUIDATED DAMAGES

D11.1 If the Contractor fails to achieve delivery of the goods within the time specified in D10.1 Delivery the Contractor shall pay the City twenty five dollars (\$25) per Calendar Day for each and every Calendar Day until the goods have been delivered.

D11.2 The amount specified for liquidated damages in D11.1 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.

D11.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

MEASUREMENT AND PAYMENT

D12. INVOICES

D12.1 Further to C10, the Contractor shall submit an invoice for each order delivered to:

The City of Winnipeg

Water and Waste Department

112-1199 Pacific Avenue

Winnipeg MB R3E 3S8

Facsimile No.: 204-986-3745

D12.2 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.

D12.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D12.4 Bids Submissions must be submitted to the address in B7.5.

D13. PAYMENT

D13.1 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D14. PAYMENT SCHEDULE

D14.1 Further to C10, payment shall be in accordance with the following payment schedule:

- (a) Ninety (90) percent upon safe delivery of goods identified in E2 and acceptance of operational and maintenance manuals
- (b) Ten (10) percent upon acceptance of and satisfactory commissioning.

WARRANTY

D15. WARRANTY

D15.1 Warranty is as stated in C11.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 The following American Society of Mechanical Engineers (ASME) specifications apply to the Work, where referenced:
- (a) ASME Boiler and Pressure Vessel Code Section VIII Pressure Vessels.
 - (i) BPVC-VIII B BPVC Section VIII - Rules for Construction of Pressure Vessels Division 1.
 - (ii) BPVC-VIII-2 B, BPVC Section VIII - Rules for Construction of Pressure Vessels Division 2 - Alternative Rules.
 - (iii) BPVC-VIII-3 B, BPVC Section VIII - Rules for Construction of Pressure Vessels Division 3 - Alternative Rules High Press Vessels.
- E1.3 The following Canadian Standards Association (CSA International) specifications apply to the Work, where referenced:
- (a) CSA B51, Boiler, Pressure Vessel, and Pressure Piping Code.
- E1.4 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.

E2. GOODS

- E2.1 The Contractor shall supply and delivery an air compressor and associated appurtenances in accordance with the requirements hereinafter specified.
- E2.2 Item No. 1 – Atlas Copco SF6 oil-free scroll air compressor shall be:
- (a) Capacity of 10 L/s (22 cfm) free air at 800 kPa (116 psi);
 - (b) Motor power of 6 kW (8 hp);
 - (c) 575V 3 phase 60 Hz power;
 - (d) Air-cooled aftercooler & radial fan;
 - (e) Acoustically insulated enclosure with sound level of 63 dBA or less;
 - (f) Vibration isolation of at least 95% efficiency; and
 - (g) Control via microprocessor for demand-based sequencing, with adjustable parameters such as start/stop pressures, data and alarm feedback and digital display.
- E2.3 Item No. 2 – Atlas Copco CD 12 desiccant air dryer shall be:
- (a) Capacity of 12 L/s (25.4 cfm) free air at 700 kPa (102 psig);
 - (b) Self-contained, heatless adsorption type with cartridge-type desiccant media;
 - (c) Dewpoint of -40°C (-40°F);
 - (d) Coalescing filter to 0.01 µm particle; and
 - (e) Particulate after filter to 1 µm particle.
- E2.4 Item No. 3 – Air receiver shall be:
- (a) Vertical tank to CSA B51 and ASME Section VIII for working gauge pressure of 800 kPa;
 - (b) Volume of 1,090 L (240 ga);

- (c) Include industrial ring base, safety valve, pressure gauge, drain cock, automatic condensate trap, provincial inspector's certificate and label and CRN; and
- (d) Finish: enamel, colour selected from manufacturer's standard range.

E2.5 Item No. 4 – Pressure reducing valve / regulator shall be:

- (a) Pressure rated beyond 1,700 kPa gauge (250 psig);
- (b) Adjustable output range: 34 kPa (5 psi) to 800 kPa (116 psi);
- (c) Cast iron body material; and
- (d) Include integrated pressure gauge with range 0 kPa to beyond 800 kPa.

E3. INSTALLATION INSTRUCTIONS

E3.1 The project equipment will be installed by City forces at a later date (within six months).

E3.2 The Contractor shall schedule a meeting with the Contract Administrator to discuss installation requirements for the compressed air system within ten (10) business days of receiving the notice of award from the City.

E3.3 The Contractor shall provide, and shall allow for in his Bid, a qualified/factory trained representative shall give instructions regarding the installation of the equipment to Water and Waste Staff.

- (a) Additional meetings will be scheduled as necessary to clarify installation instructions.

E3.4 The Contractor's representative shall for the project equipment advise on installation requirements including, but not limited to:

- (i) final equipment alignment and placement;
- (ii) piping requirements;
- (iii) electrical requirements; and
- (iv) questions by the Contract Administrator or Water and Waste staff.

E3.5 Contractor's responsibilities:

- (a) Installation instructions shall be provided in writing and presented in the meeting for review and discussion.
- (b) If instructions are unclear the contractor shall amend and revise the written instructions to the satisfaction of the Contract Administrator as necessary to reach consensus on the intent of the installation instructions.
- (c) Provide drawings of installation requirements if required for clarification of instructions.

E4. SHOP DRAWINGS

E4.1 Description

- (a) This Specification shall revise, amend and supplement the requirements of CW 1110 of the City of Winnipeg's Standard Construction Specifications.
 - (i) The term 'shop drawings' means drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data, which are to be provided by the Contractor to illustrate details of the equipment and accessories.
 - (ii) The Contractor shall submit specified shop drawings to the Contract Administrator for review. All submissions must be in metric units. Where data is in imperial units, the correct metric equivalent shall also be shown on all submissions for engineering review.
 - (iii) Provision of Shop Drawings will be considered incidental to the price for supply and delivery of equipment and accessories.
- (b) Shop Drawings

- (i) Original drawings are to be prepared by the Contractor, Subcontractor, Supplier, Distributor, or Manufacturer, which illustrate appropriate portion of Work; showing fabrication, layout, setting or erection details as specified in appropriate sections.
- (c) Contractor's Responsibilities
 - (i) Review shop drawings and product data prior to submission and stamp and sign drawings indicating conformance to the Contract requirements.
 - (ii) Verify:
 - (a) measurements;
 - (b) construction criteria; and
 - (c) catalogue numbers and similar data.
 - (iii) Coordinate each submission; shop drawings will not be reviewed until all drawings are available.
 - (iv) Notify Contract Administrator, in writing at time of submission, of deviations from requirements of Contract Documents.
 - (v) Responsibility for deviations in submission from requirements of Contract Documents is not relieved by Contract Administrator's review of submission, unless Contract Administrator gives written acceptance of specified deviations.
 - (vi) Responsibility for errors and omissions in submission is not relieved by Contract Administrator's review of submittals.
 - (vii) The Contractor shall make any corrections required by the Contract Administrator and shall resubmit the required number of corrected copies of Shop Drawings.
 - (viii) The Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections requested by the Contract Administrator on previous submission.
- (d) Submission Requirements
 - (i) Schedule submissions at least 21 Calendar days before date of equipment delivery.
 - (ii) Submit two (2) paper prints of shop drawings. The Contractor is advised that the Contract Administrator will retain all copies of all submittals.
 - (iii) Accompany submissions with transmittal letter, containing:
 - (a) Date;
 - (b) Project title, facility name and Bid Opportunity number;
 - (c) Contractor's name and address;
 - (d) Number of each shop drawing and product data submitted;
 - (e) Specification Section, Title, Number and Clause;
 - (f) Drawing Number and Detail/Section Number
 - (g) Other pertinent data
 - (iv) Submissions shall include:
 - (a) Date and revision dates;
 - (b) Project title, facility name and Bid Opportunity number;
 - (c) Name of:
 - (i) Contractor;
 - (ii) Supplier;
 - (iii) Manufacturer;
 - (d) Identification of product of material;
 - (e) Relation to adjacent structure or materials;
 - (f) Field dimensions, clearly identified as such;

- (g) Specification section name, number and clause number or drawing number and detail/section number;
 - (h) Applicable standards, such as CSA or CGSB numbers;
 - (i) Contractor's stamp, initialed or signed, certifying review of submission, verification of field measurements and compliance with Contract Documents.
- (e) Other Considerations
- (i) Installation or commissioning may require modifications to equipment or systems to conform to the design intent. Revise pertinent shop drawings and resubmit.
 - (ii) Equipment delivered to the Site will not be paid for until pertinent shop drawings have been submitted and reviewed.
 - (iii) Incomplete shop drawing information will be considered as stipulated deductions for the purposes of progress payment certificates.
 - (iv) No delay or cost claims will be allowed that arise because of delays in submissions, re-submissions and review of shop drawings.

E4.2 Measurement and Payment

- (a) Preparation and submittal of Shop Drawings will be included in the Contract Work and no additional payment will be made for such work.

E4.3 Submittals

- (a) Submit shop drawings for goods under E2.2 and E2.3.
 - (i) Test Reports: submit certified test reports from approved independent testing laboratories indicating compliance with specifications for specified performance characteristics and physical properties.
 - (ii) Certificates: submit certificates signed by manufacturer certifying that materials comply with specified performance characteristics and physical properties.

E5. TESTING AND COMMISSIONING SERVICES

E5.1 The Contractor shall provide a written Testing and Commissioning Plan fifteen (15) business days after notice of award from the City.

- (a) Written acceptance of the Testing and Commissioning Plan by the Contract Administrator is required before any commissioning work may begin.
- (b) The Contractor shall modify and supplement the Testing and Commissioning Plan as required by the Contract Administrator.
- (c) Allow seven (7) business days for review of submissions or resubmissions for approval by the Contract Administrator.

E5.2 The Contract Administrator shall notify the Contractor upon completion of installation of project equipment. Upon receiving notice of installation, the Contractor is to contact Contract Administrator within three (3) business days to schedule Testing and Commissioning Services.

E5.3 The Contractor shall provide a qualified/factory trained technician(s) for on-site Testing and Commissioning Services, who shall:

- (a) Inspect the installed equipment for defects; and
- (b) Be present to initiate start-up operations, conduct functional testing, and commission the compressed air system;
 - (i) The manufacturer's or Contractor's starting personnel shall be involved to ensure integrity of Manufacturer's warranty.

E5.4 Additional time required for installation, testing, inspection and commissioning required as a result of deficient materials or damage attributed to supply and delivery of the project equipment shall be borne by the Contractor.

- E5.4.1 If the Contractor is requested by the Contract Administrator or Water and Waste staff to send a representative to the jobsite to investigate or rectify a suspected fault in the equipment furnished by the supplier but it is found that the said equipment or supplier is not at fault, the Contractor shall be entitled to be reimbursed for all reasonable costs and expenses incurred by the Contractor to send a representative to the jobsite.
- E5.5 Testing and Commissioning shall be conducted in the presence of the Contract Administrator or appointed Water and Waste staff.
- E5.6 Testing and Commissioning services shall include:
- (a) Verifying compressor functions within factory specifications under standard operating conditions and various modes;
 - (b) Ensuring compressor correctly unloads and loads based on pressure demand;
 - (c) Conducting leak test in accordance with ASME B31.3-2012, verifying steady pressure with no appreciable pressure drop; and
 - (d) Performing railcar test unload using water.
- E5.7 Upon completion of Testing and Commissioning, the Contractor shall submit a written Testing and Commissioning Report within fifteen (15) business days of Testing and Commissioning for review and approval by the Contract Administrator.
- (a) The Contractor shall modify and supplement the Testing and Commissioning Report as required upon request by Contract Administrator.
- E5.8 Acceptance of the Commissioning Report by the Contract Administrator is required prior to release of progress payment.

E6. OPERATIONAL AND MAINTENANCE MANUALS

- E6.1 General
- (a) Three (3) sets of Operation and Maintenance Manuals shall be submitted to the Contract Administrator for review. The Contractor shall provide these manuals at the time of delivery of the equipment.
 - (b) All instructions in these manuals shall be in the English language to guide the City in the proper operation and maintenance of the equipment.
 - (c) Bind contents in a three-“D-Ring”, hard-covered, plastic-jacketed binder with full cover and spine insert. Organize contents into applicable sections of work.
 - (d) Provide all required data in electronic format. Text documents shall be Microsoft Word or Adobe PDF format. Drawings, scanned documents, parts lists, test forms shall be in Adobe format. If possible, documents shall be an original electronic format. Documents that require scanning shall be high quality scans and fully legible. Documents shall be submitted on a high quality compact disk. Compact disk and case shall be labeled in type, with the following;
 - (i) Bid opportunity number;
 - (ii) Job Title;
 - (iii) Name of facility; and
 - (iv) Description of Equipment.
 - (e) The following shall be included in the Operation and Maintenance Manuals:
 - (i) Title sheet, labeled “Air Compressor System Operation and Maintenance Instructions,” containing project and facility name and date.
 - (ii) List of contents.
 - (iii) Reviewed shop drawings of all equipment.
 - (iv) Full description of entire mechanical system, operation, and control

- (v) Names, addresses, and telephone numbers of all major sub-contractors and suppliers.
 - (vi) Detailed specification and operating and maintenance instructions for all items of equipment provided including a preventative maintenance program.
 - (vii) An itemized list of spare parts recommended for ten (10) years of service, particularly those components failure of which will render the equipment supplied inoperative.
 - (viii) Any special tools or other ancillary items necessary for proper operation and maintenance shall also be listed.
 - (ix) Part books that illustrate and list all assemblies, sub-assemblies, and components.
 - (x) Routine test procedures for all electronic and electrical circuits.
 - (xi) Troubleshooting chart covering the compressor and air dryer, showing description of trouble, probable cause, and suggested remedy.
- (f) The Contractor shall modify and supplement the manual as required by the Contract Administrator. The Contract shall not be considered complete, for the purpose of issuing the final payment, until the above manuals have been completed and submitted to the satisfaction of the Contract Administrator.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work of the following categories under the Contract shall be required to obtain the required security clearance for said category of Work from the police service having jurisdiction at his place of residence:
- (a) Delivery of goods - requires Public Safety Verification Check.
 - (b) Testing and commissioning services - requires Public Safety Verification Check and Criminal Record Search Certificate.
- F1.2 A Criminal Record Search Certificate can be obtained from one of the following:
- (a) police service having jurisdiction at his/her place of residence;
 - (b) BackCheck, as described in F1.3; or
 - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <http://www.commissionaires.mb.ca/> .
- F1.3 Public Safety Verification Checks may be obtained from BackCheck as described in F1.3.1.
- F1.3.1 To use BackCheck for obtaining security clearance, a company must be registered as a City of Winnipeg vendor, which can be arranged as follows:
- (i) The Bidder can set up an account with BackCheck under their company name by completing the form at <http://www.backcheck.net/cityofwinnipeg/>. A primary contact person for the company is required, who will receive within 48 hours account information and instructions for requesting checks through BackCheck.
 - (ii) With the account information and instruction provided, the Bidder can begin requests for a Criminal Record Check and/or Public Safety Verification for individuals.
 - (iii) Each individual must provide the necessary information to complete a security check request. BackCheck will have results available for the City of Winnipeg and the company within 24 hours of submission.
 - (iv) If a Bidder is unsure if their company already has a City of Winnipeg vendor, Linda Ferens can be contacted via the e-mail below (and cc dmeyer@backcheck.net) to request a check for a vendor account under their company name.
 - (v) If additional assistance is required to obtain security clearance through BackCheck, the Bidder may contact the following BackCheck Representative:
Linda Ferens
Email: lferens@backcheck.net
Phone: (204) 999-0912
- F1.4 The original Criminal Record Search Certificate (Form P-253) 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. The applicant shall:
- (a) Provide the original Criminal Record Search Certificate (Form P-253) to the Contract Administrator.
- F1.5 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- F1.6 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.

- F1.7 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.8 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work.

