



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 378-2012**

**SUPPLY AND DELIVERY OF LIQUID DE-ICING AGENT**

## 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. Addenda                                     | 1 |
| B5. Substitutes                                 | 2 |
| B6. Bid Submission                              | 3 |
| B7. Bid   | 3 |
| B8. Prices                                      | 4 |
| B9. Qualification                               | 4 |
| B10. Opening of Bids and Release of Information | 5 |
| B11. Irrevocable Bid                            | 5 |
| B12. Withdrawal of Bids                         | 6 |
| B13. Evaluation of Bids                         | 6 |
| B14. 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. Definitions                        | 1 |
| D4. Contract Administrator             | 1 |
| D5. Environmental Clean Up             | 2 |
| D6. Employee Behaviour and Supervision | 2 |

#### Submissions

|                                    |   |
|------------------------------------|---|
| D7. Authority to Carry on Business | 2 |
| D8. Material Safety Data Sheets    | 2 |

#### Schedule of Work

|                         |   |
|-------------------------|---|
| D9. Commencement        | 3 |
| D10. Delivery           | 3 |
| D11. Liquidated Damages | 4 |
| D12. Orders             | 4 |
| D13. Records            | 4 |

#### Measurement and Payment

|               |   |
|---------------|---|
| D14. Invoices | 4 |
| D15. Payment  | 5 |

#### Warranty

|               |   |
|---------------|---|
| D16. Warranty | 5 |
|---------------|---|

|                              |   |
|------------------------------|---|
| Table A – Delivery Locations | 6 |
|------------------------------|---|

### PART E - SPECIFICATIONS

#### General

|  |   |
|--|---|
| E1. Applicable Specifications and Drawings | 1 |
| E2. Goods                                  | 1 |
| E3. Test Methods                           | 2 |
| E4. Gravity Chart                          | 2 |

Liquid De-Icer Analysis

3

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 SUPPLY AND DELIVERY OF LIQUID DE-ICING AGENT

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, June 5, 2012.

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

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

### **B3. ENQUIRIES**

B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B3.2 If the Bidder finds errors, discrepancies or omissions in the 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. ADDENDA**

B4.1 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.

B4.2 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.

B4.2.1 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>

B4.2.2 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.

B4.3 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.

## **B5. SUBSTITUTES**

- B5.1 The Work is based on the materials, equipment, methods and products specified in the Bid Opportunity.
- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 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.
- B5.4 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.
- B5.5 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.
- B5.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B5.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B5.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B5.8 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 B13.
- B5.9 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.
- B5.10 Notwithstanding B5.2 to B5.9, and in accordance with B6.7, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B13.1(a).

## **B6. BID SUBMISSION**

- B6.1 The Bid shall consist of the following components:

- (a) Form A: Bid;
  - (b) Form B: Prices;
- B6.2 Further to B6.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B5.
- B6.3 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, to constitute a responsive Bid.
- B6.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B6.5 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
- B6.5.1 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.
- B6.6 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.
- B6.7 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 B13.1(a).
- B6.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204- 949-1178.
- B6.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B6.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.
- B7. BID**
- B7.1 The Bidder shall complete Form A: Bid, making all required entries.
- B7.2 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.
- B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 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.

- B7.4 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 and the corporate seal, if the corporation has one, should be affixed;
  - (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B7.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- B7.5 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.

## **B8. PRICES**

- B8.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B8.1.1 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.
- B8.2 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.
- B8.3 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.

## **B9. QUALIFICATION**

- B9.1 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.
- B9.2 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>

- B9.3 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);
- B9.4 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.
- B9.5 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.

## **B10. OPENING OF BIDS AND RELEASE OF INFORMATION**

- B10.1 Bids will not be opened publicly.
- B10.2 Following the Submission Deadline, the names of the Bidders and their bid prices (unevaluated, and pending review and verification of conformance with requirements or evaluated prices) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>
- B10.3 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>
- B10.4 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.

## **B11. IRREVOCABLE BID**

- B11.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B11.2 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.

## **B12. WITHDRAWAL OF BIDS**

- B12.1 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.
- B12.1.1 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.
- B12.1.2 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.



- B12.1.3 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 B12.1.3(b), declare the Bid withdrawn.
- B12.2 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 B11.2 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.

### **B13. EVALUATION OF BIDS**

- B13.1 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 B9 (pass/fail);
  - (c) Total Bid Price;
  - (d) economic analysis of any approved alternative pursuant to B5.
- B13.2 Further to B13.1(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.
- B13.3 Further to B13.1(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.
- B13.4 Further to B13.1(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.
- B13.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.
- B13.4.2 Further to B13.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

### **B14. AWARD OF CONTRACT**

- B14.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B14.2 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.
- B14.2.1 Without limiting the generality of B14.2, 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.

B14.3 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 B13.

B14.3.1 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.

B14.4 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.

B14.5 The Contract Documents, as defined in C1.1(n)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for the Supply of Goods* (Revision 2008 05 26) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Supply of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the 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 liquid de-icing product for use in on-board pre-wetting systems on salt and sand spreaders for the period from October 1, 2012 until April 30, 2013, with the option of two (2) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within sixty (60) 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 October 1 of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.2 The Work shall be done on an "as required" basis during the term of the Contract.

D2.2.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.2.2 Notwithstanding C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.3 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

#### D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

D3.2 Notwithstanding C1.1, when used in this Bid Opportunity:

- (a) "**ASTM**" means the American Society for Testing and Materials;
- (b) "**NACE**" means National Association of Corrosion Engineers;
- (c) "**APHA**" means the American Public Health Association;
- (d) "**AWWA**" means the American Water Works Association.

#### D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Jim Berezowsky  
Support Service Supervisor  
Public Works  
104-1155 Pacific Avenue  
Winnipeg MB R3E 3P1  
Telephone No.: 204- 986-5076

Facsimile No.: 204- 619-2201

**D5. ENVIRONMENTAL CLEAN UP**

- D5.1 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.
- D5.2 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 this B1.3 whichever is sooner.
- D5.3 In the event that the Contractor does not comply with D5.1 and D5.2, the Contractor will be considered in default of the Contract and the City may clean up, pick up, mover or otherwise remediate the material and all costs in this regard will be charged to the Contractor and deducted from his payment.
- D5.4 Serious and/or repeated defaults of this nature may be grounds for termination of the Contract.

**D6. EMPLOYEE BEHAVIOUR AND SUPERVISION**

- D6.1 The Contractor shall provide adequate supervision of its employees and shall ensure that all such employees conduct themselves in a manner appropriate to people and shall without limitation ensure that employees:
- (a) behave in a courteous and polite manner (no profanity or excess noise) to City staff and other personnel;
  - (b) do not smoke within a City facility;
  - (c) obey all posted safety rules;
  - (d) leave all furnishings, equipment etc. moved during the inspection and testing, in an "as found" condition at the completion of the work;
  - (e) use their own two-way (2) radio(s) or telephone or cellular telephones necessary for on-site communication; and
  - (f) when employees are in the facility, that it is kept secure from entry by unauthorized persons.
- D6.2 The Contractor and his employees are prohibited from entering the premises of any location other than to perform the Work of this contract unless accompanied by plant staff. The Contractor or his personnel will not be allowed to operate equipment other than described in this contract. No one other than the Contractor and his driver or helper shall be allowed on the City of Winnipeg owned property.

**SUBMISSIONS**

**D7. AUTHORITY TO CARRY ON BUSINESS**

- D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

**D8. MATERIAL SAFETY DATA SHEETS**

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

Business Days prior to the commencement of Work but in no event later than seven (7) Calendar Days from notification of the award of Contract.

- 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 D7;
    - (ii) evidence of the workers compensation coverage specified in C6.16;
    - (iii) the 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.

### **D10. DELIVERY**

- D10.1 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.
- D10.1.1 Goods shall be delivered within one (1) Business Day(s) of the placing of an order, unless otherwise allowed by the User at the time of ordering.
- D10.1.2 The minimum order for goods shall be ten thousand (10,000) litres per delivery.
- D10.2 Good shall be delivered between 8:00 a.m. and 4:00 p.m. on Business Days.
- D10.3 The Contractor shall off-load goods as directed at each delivery location, by the suppliers' vehicles equipped with a pumping off loading system. All unloading will be pumped into storage tanks. Unloading at the site locations will not be permitted between the hours of 22:00 hours and 07:00 hours unless an emergency condition exists.
- D10.4 The Contractor shall record goods delivered in a stores record receipt book kept at each site. Each delivery shall be accompanied with the suppliers packing slip (delivery slip) confirming the quantity by litre of product being delivered.
- D10.5 The Contractor shall be responsible for any environmental liability, including the costs of spill mitigation, containment and cleanup, resulting from any leakage or spills during transport and off-loading the product as per D9.
- D10.6 The Contractor shall remove any unused product from each site before June 30. Any product removed will become the property of the Contractor. Removal of the product will consist of emptying the storage tanks completely and rinsing the tanks two (2) times with sufficient amounts of water to ensure that fungus or algae will not grow while the tank remains not in use. Rinse water will be supplied by the City. The rinse water may be disposed in waste water drains at the sites where drains are available; otherwise the water may be added to winter sand remaining at the facility.
- D10.7 Table A of these Specifications, listing intended delivery locations, is provided for the convenience of the Bidder only. The City reserves the right to add or delete locations, within the boundaries of the City, or alter the type of quantity of goods to be supplied to any location as required by changes in its operations during the term of the Contract.

## **D11. LIQUIDATED DAMAGES**

- D11.1 If the Contractor fails to achieve delivery of the goods within the time specified in D10. Delivery the Contractor shall pay the City four hundred dollars (\$400.00) 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.
- D11.4 Should the liquid de-icer product become unusable, due to a failure of any kind of the liquid, the Contractor will be subject to a penalty of one thousand dollars (\$1,000.00) per each Calendar Day beginning on the first (1<sup>st</sup>) full day following the day the product becomes unusable. Penalties will continue until a usable product meeting all specifications is supplied for use.
- D11.5 The Contractor shall be responsible for the removal and tank cleanout of any unusable liquid de-icer product.

## **D12. ORDERS**

- D12.1 The Contractor shall provide a local Winnipeg telephone number or facsimile number, or a toll-free telephone number or facsimile number. If possible the Contractor shall provide an e-mail address during the term of Contract at which orders for delivery may be placed.

## **D13. RECORDS**

- D13.1 The Contractor shall keep detailed records of the goods supplied under the Contract.
- D13.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses;
  - (b) order date(s);
  - (c) delivery date(s); and
  - (d) description and quantity of goods supplied.
- D13.3 The Contractor shall provide the Contract Administrator with a copy of the records for each year within forty-five (45) Calendar Days of the end of year one (1) and within thirty (30) Calendar Days at the end of any Contract extension period should the Contract be extended.

## **MEASUREMENT AND PAYMENT**

### **D14. INVOICES**

- D14.1 Further to C10, the Contractor shall submit an invoice for each order delivered to:

The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg MB R3B 1B9

Facsimile No.: 204- 949-0864

Email: [CityWpgAP@winnipeg.ca](mailto:CityWpgAP@winnipeg.ca)

- D14.2 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 and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D14.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D14.4 Bids Submissions must be submitted to the address in B6.5

**D15. PAYMENT**

D15.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D15.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

**WARRANTY**

**D16. WARRANTY**

D16.1 Warranty is as stated in C11.



**TABLE A – DELIVERY LOCATIONS**

Public Works  
1220 Pacific Avenue  
Winnipeg, MB

Public Works  
1539 Waverley Street  
Winnipeg, MB

Public Works  
849 Ravelston Avenue West  
Winnipeg, MB

## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B5.

#### E2. GOODS

- E2.1 The Contractor shall supply and deliver a liquid de-icing agent product in accordance with the requirements hereinafter specified.
- E2.1.1 The liquid de-icer product shall be either a corrosion inhibited liquid magnesium chloride product (Category 1) or a corrosion inhibited liquid calcium chloride product (Category 2).
- (a) Category one (1) products shall contain no less than twenty-five (25%) percent magnesium chloride,
  - (b) Category two (2) products shall contain no less than twenty-five (25%) percent calcium chloride.
- E2.1.2 The product shall have a eutectic point of minus forty-five (-45°C) Celsius or lower.
- E2.1.3 The pH level of the product shall be between six (6) and nine (9).
- E2.1.4 The product shall be at least seventy (70%) percent less corrosive than sodium chloride (NaCl).
- E2.1.5 The product shall not contain greater than 1.0% (V/V) Total Settable Solids and shall have at least ninety-nine (99.0%) percent of the Solids passing through a No. 10 sieve after being stored for one hundred and sixty-eight (168) hours at a minus twenty (-20°C) Celsius ( $\pm 1^\circ\text{C}$ ).
- E2.1.6 No product shall contain constituents in excess of the following established total concentration limits when tested in accordance with the test methodology in E3. Maximum concentrations are in parts per millions (ppm).

| Constituent    | Maximum Concentration (ppm) |
|----------------|-----------------------------|
| Arsenic        | 5.00                        |
| Barium         | 100.00                      |
| Cadmium        | 0.20                        |
| Chromium       | 1.00                        |
| Copper         | 1.00                        |
| Selenium       | 5.00                        |
| Zinc           | 10.00                       |
| Cyanide        | 0.20                        |
| Lead           | 1.00                        |
| Mercury        | 0.05                        |
| Phosphorus     | 2500.00                     |
| Oil and Grease | 20.00                       |

- E2.1.7 The Contractor shall complete and submit the Liquid De-icer Analysis form within three (3) Business days of a request by the Contract Administrator. Detailed information of the corrosion inhibitor that is being used shall include identification, concentration in the liquid

de-icer product and appropriate laboratory procedures for the verification of concentrations. Proprietary information must be included and will be held confidential by the City of Winnipeg, subject to the Freedom of Information and protection of Privacy Act.

### **E3. TEST METHODS**

- E3.1 Test Method for Per Cent Concentration of Magnesium Chloride and Calcium Chloride: Atomic Absorption or Inductively Coupled Plasma Spectrophotometry as described in "Standard Methods for the Examination of Water and Waste Water", APHA-AWWA-WPCF is acceptable. (PNS Test Method 1).
- E3.2 Test Method for Freezing Point: ASTM D1177.
- E3.3 Test Method for pH: ASTM D1293 except a dilution shall be made of 1 part Chemical product to four (4) parts distilled water before attempting a reading: (PNS Test Method 4).
- E3.4 Test Method for Corrosion Rate: NACE Standard TM – 01 -69 (1976 revision) as modified by PNS (PNS Test Method 5).
- E3.5 Test Method for Total Settable Solids and Solids Passing the No. 10 Sieve: (PNS Test Method 6).
- E3.6 Test Method for Specific Gravity: ASTM D1429, Test Method A – Pycnometer at 20°C ( $\pm 1^\circ\text{C}$ ).
- E3.7 Test Method for Total Arsenic, Barium, Cadmium, Chromium, Copper, Lead, Selenium and Zinc: Atomic Absorption Spectrophotometry as described in "Standard Methods for the examination of Water and Waste Water", APHA-AWWA-WPCF.
- E3.8 Test Method for Total Cyanide: As described in "Standard Methods for the examination of Water and Waste Water", APHA-AWWA-WPCF.
- E3.9 Test Method for Total Mercury: Cold Vapour Atomic Absorption Spectrophotometry as described in "Standard Methods for the examination of Water and Waste Water". APHA-AWWA-WPCF.
- E3.10 Test Method for Oil and Grease: Standard Method, 5520-B or EPA 413.1, 1664.

### **E4. GRAVITY CHART**

- E4.1 The Contractor shall submit a specific gravity chart with correlating weight percentage and freeze point information presented in one percent (1%) increments beginning with a five percent (5%) solution and exceeding by five percent (5%) the concentration of the product (or solubility limit of the product) being submitted for use, within three (3) Business days of a request by the Contract Administrator.

### LIQUID DE-ICER ANALYSIS

Product Name: \_\_\_\_\_

Corrosion Inhibitor Identification: \_\_\_\_\_

Corrosion Inhibitor Concentration (%) \_\_\_\_\_  
 (Attach laboratory procedures for verification of inhibitor and concentration)

| Liquid De-Icer Properties       | Bidder's Statement of Analysis |
|---------------------------------|--------------------------------|
| Mg Cl <sub>2</sub> (%)          |                                |
| Ca Cl <sub>2</sub> (%)          |                                |
| Freezing Point °C               |                                |
| pH                              |                                |
| Corrosion Rate                  |                                |
| Total Settleable Solids (%)     |                                |
| Soilds Passing No. 10 Sieve (%) |                                |
| Specific Gravity                |                                |
|                                 |                                |
| Hazardous Constituents (ppm)    |                                |
| Arsenic                         |                                |
| Barium                          |                                |
| Cadmium                         |                                |
| Chromium                        |                                |
| Copper                          |                                |
| Lead                            |                                |
| Selenium                        |                                |
| Zinc                            |                                |
| Cyanide                         |                                |
| Mercury                         |                                |
| Total Phosphorus                |                                |
| Oil & Grease                    |                                |

**NOTE:** See E3 TEST METHODS for methods to be used in the determination of properties.

\_\_\_\_\_  
 Name of Bidder