



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 645-2012**

**SUPPLY AND DELIVERY OF NEWPCC RAW SEWAGE PUMPS, MOTORS AND  
VARIABLE FREQUENCY DRIVES**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 SUPPLY AND DELIVERY OF NEWPCC RAW SEWAGE PUMPS, MOTORS AND VARIABLE FREQUENCY DRIVES

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, December 17, 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. SITE INVESTIGATION**

B3.1 Further to C3, the Bidder may make an appointment to view the Site by contacting the Contract Administrator.

B3.2 The Bidder is advised that there are size restrictions for the pumps and motors in the existing dry wells and for the variable frequency drives in the future electrical room. The equipment must physically fit within the spaces provided with allowance for sufficient space for operations and maintenance. Dry Well No. 1 also has unique inlet and suction conditions which the Bidder is to be aware of prior to Bid Submission.

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

### **B4. ENQUIRIES**

B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B4.2 If the Bidder finds errors, discrepancies or omissions in the 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.

B4.3 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.

B4.4 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.

B4.5 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.

B4.6 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.

## **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 9 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, only to the Bidder who requested approval of the substitute.

- B6.6.1 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.
- 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 B15.
- 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 B15.1(a).

## **B7. BID SUBMISSION**

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
  - (b) Form B: Prices;
  - (c) Form N: Bid Evaluation Information;
- 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, 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 B15.1(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 11 of Form A: Bid shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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

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

## **B9. PRICES**

B9.1 The Bidder shall state the lump sum price in Canadian funds for the Work on Form B: Prices.

- (a) The Lump Sum Price shall include all costs of temporary storage and services while in storage until the date specified for scheduled delivery to the NEWPCC Site (D17.6).

B9.2 The Bidder shall state a separate price in Canadian funds for each of the following items of Work on Form B: Prices:

- (a) Separate Price - Item No. 1 shall be the warehousing price to be added to the Contract for each additional day of storage for one pump and motor assembly beyond the date specified for delivery (D17.6), (exclusive of scheduled maintenance services while in temporary storage which is identified as Separate Price Item No. 3).
- (b) Separate Price – Item No. 2 shall be the warehousing price to be added to the Contract for each additional day of storage for the one VFD beyond the date specified for delivery

(D17.6) , (exclusive of scheduled maintenance services while in temporary storage which is identified as Separate Price Item No. 4).

- (c) Separate Price – Item No. 3 shall be the price to be added to the Contract for provision of scheduled maintenance services for each additional day of storage for one pump and motor assembly beyond the date specified for delivery (D17.6), (exclusive of temporary warehousing costs which are identified as Separate Price Item No. 1).
- (d) Separate Price - Item No. 4 shall be the price to be added to the Contract for provision of scheduled maintenance services for each additional day of storage for one VFD beyond the date specified for delivery (D17.6), (exclusive of warehousing costs which are identified as Separate Price Item No. 2).
- (e) Alternative Price – Item No. 5 shall be the amount of a credit for complete deletion of the warehousing facility, should this alternative be selected, up to the date specified for scheduled delivery (D17.6) to the NEWPCC Site.

B9.2.1 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;
- (e) Separate Price items for warehousing shall include all facility costs, including rental and incidental costs, but exclude costs for scheduled maintenance while in storage;
- (f) Separate Price items for services shall include all direct and incidental costs, including maintenance while in storage, overhead and administration costs, but exclude costs for warehousing;
- (g) the Contractor shall provide continuous coverage of Insurance, Performance Bonding and Warranty for the full duration of the Contract, irrespective of temporary storage provisions.
- (h) blank or missing entries for Separate Prices shall mean the items will be included at no additional charge or credit.

B9.3 Payment of the lump sum price will be made to the Contractor in accordance with the payment schedule set out in D22.

## **B10. FORM N: BID EVALUATION INFORMATION**

B10.1 The Bidder shall complete Form N: Bid Evaluation Information, with product specific information for the equipment for use in bid evaluation (B15):

- (a) provide the minimum pumping rate for either one of the two proposed pumps based on only one pump in operation for the NEWPCC system curve provided:
  - (i) minimum flow to be based on the manufacturer's Minimum Continuous Stable Flow value for the proposed pump.
  - (ii) blank or missing entries will be interpreted as meeting the minimum specifications.
- (b) provide the minimum clearance between the motor and dry well structure:
  - (i) for MP-4 clearances shall be determined in accordance with Dry Well 2 dimensional plan provided as additional information.
  - (ii) for MP-5 clearances shall be determined in accordance with Dry Well 1 dimensional plan provided as additional information.
  - (iii) blank or missing entries will be interpreted as meeting the minimum specifications.



## **B11. QUALIFICATION**

### **B11.1 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.

### **B11.2 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>

### **B11.3 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);
- (d) The pump manufacturer shall have at least 10 years experience in the manufacture of large horizontal, dry-pit, non-clog sewage pumps. The Bidder shall submit, within (5) Business Days of a request by the Contract Administrator:
  - (i) A list of at least five locations with similar type pumps, with comparable capacity, head, and complexity to units specified, that have been in successful operation pumping raw municipal sewage for at least 5 years, including the following supporting documentation:
    - (i) Pump model, number, and size;
    - (ii) Fluid service, capacity, head, power, speed and application;
    - (iii) Name of facility, owner, contact name, address and telephone number.
- (e) The motor manufacturer shall be experienced in manufacture of their product for at least 10 years. At least 10 installations of the manufacturer's product of comparable capacity and complexity shall have been successfully operating in similar conditions as ones specified for at least 5 years in North America.
- (f) The VFD manufacturer shall be experienced in manufacture of their product for at least 10 years. At least 15 installations of the manufacturer's product of comparable capacity and complexity shall have been successfully operating in similar conditions as ones specified for at least 10 years in North America.

### **B11.4 Further to B11.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:**

- (a) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association or by the Manitoba Heavy Construction Association's Safety, Health and Environment Program; or

- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>)

B11.5 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.

B11.6 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.

## **B12. OPENING OF BIDS AND RELEASE OF INFORMATION**

B12.1 Bids will not be opened publicly.

B12.2 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>

B12.3 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.

## **B13. IRREVOCABLE BID**

B13.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Bid.

B13.2 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 10 of Form A: Bid.

## **B14. WITHDRAWAL OF BIDS**

B14.1 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.

B14.1.1 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.

B14.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 11 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B14.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Bid until after the Submission Deadline has elapsed;
- (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 11 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B14.1.3(b), declare the Bid withdrawn.

B14.2 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 B13.2 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.

## **B15. EVALUATION OF BIDS**

B15.1 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 B11 (pass/fail);
- (c) Total Bid Price (Form B) 90%
- (d) Form N: Bid Evaluation Information 10%
- (e) economic analysis of any approved alternative pursuant to B6.

B15.2 Further to B15.1(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.

B15.3 Further to B15.1(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.

B15.4 Further to B15.1(c), the Total Bid Price shall be the lump sum price shown on Form B: Prices;

B15.4.1 If there is any discrepancy between the lump sum price written in figures and the lump sum price written in words, the price written in words shall take precedence.

B15.5 Further to B15.1(d), the evaluation will include the criteria from Form N: Bid Evaluation Information provided with the Bid:

- (a) a rate of 50 ML/d or less based on the NEWPCC system curve will be assigned full 5 points, decreasing to 0 points at 80 ML/d.
- (b) for each of MP-4 and MP-5, a clearance of 900 mm or more between the motor and the closest point to the dry well structure will be assigned 2.5 points, reducing to 0 points at 600 mm, based on dimensional drawings for Dry Well 1 and Dry Well 2 included herewith as additional information.

B15.6 This Contract may be awarded on the basis of:

- (a) Alternative 1 – the Contract as a whole; or
- (b) Alternative 2 - the Contract as a whole minus Alternative Price Item No. 5 on Form B for warehousing for the temporary storage period, up to the date specified for equipment pickup and delivery to the Site (D17.6).
  - (i) the credit will be applied to the Total Bid Price,
  - (ii) Manufacturer's recommended scheduled services while in temporary storage will remain to be included in the Total Bid Price up to the date specified for delivery to the Site, and if required paid for as additional services as Item No. 3 and Item No. 4 for an extended schedule.

B15.6.1 Notwithstanding B16.3, the City shall have the right to choose the alternative that is in its best interests. If the Bidder has not bid on all alternatives, he/she shall have no claim against the City if his/her partial Bid is rejected in favour of an award of the Contract on the basis of an alternative upon which he/she has not bid.

## **B16. AWARD OF CONTRACT**

B16.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

- B16.2 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.
- B16.2.1 Without limiting the generality of B16.2, 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.
- B16.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the highest evaluated responsive Bid, in accordance with B15.
- B16.3.1 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.
- B16.4 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.
- B16.5 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 the design, fabrication, assembly, testing, supply, delivery, temporary storage, maintenance while in storage, and site services for two pumps, motors and variable frequency drives with all required accessory components.

#### **D3. DEFINITIONS**

D3.1 Definitions in addition to those listed in the General Conditions are defined in various divisions of Part E- Specifications.

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

D4.1 The Contract Administrator is CH2M HILL Canada Ltd, represented by:

Ed Sharp, P.Eng.  
Project Manager

Telephone No.: 204-488-2214 ext 73058  
Facsimile No.: 204- 488-2245

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

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

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

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

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

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

#### **D6. NOTICES**

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

The City of Winnipeg  
Chief Financial Officer

Facsimile No.: 204-949-1174

## **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. INSURANCE**

D8.1 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, contractual liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) 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.
- (c) "All Risk" property insurance for full replacement cost of the pumps, including evidence of property in transit and coverage for customer goods while the pumps are in storage.

D8.2 Deductibles shall be borne by the Contractor.

D8.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in C4 for the return of the executed Contract.

D8.4 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.

### **D9. MATERIAL SAFETY DATA SHEETS**

D9.1 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 the date specified in C4 for the return of the executed Contract.

D9.2 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.

### **D10. PERFORMANCE SECURITY**

D10.1 The Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
- (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or

- (c) a certified cheque or draft payable to “The City of Winnipeg”, drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

D10.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D10.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of and prior to the commencement of any Work.

#### **D11. SUBCONTRACTOR LIST**

D11.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work.

#### **D12. SECURITY CLEARANCE**

D12.1 Security clearance is required for each individual proposed to perform Work under the Contract at the NEWPCC Site.

- (a) Security clearance is to be provided in accordance with Appendix A.

#### **SCHEDULE OF WORK**

#### **D13. DETAILED WORK SCHEDULE**

D13.1 The Contractor shall, within fifteen (15) business days of award of Contract and in no event later than the date specified in C4.1 for the return of the executed Contract, prepare a detailed Contract Work Schedule for the Work based on a critical path method (CPM) approach acceptable to the Contract Administrator.

D13.2 The Contract Work Schedule shall show, in a clear graphical manner, through the use of Gantt charts, in a maximum of weekly stages, the proposed progress of the main items, of the Contract.

D13.3 Further to D12.2, the Gantt chart shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path:

- (a) Commencement
- (b) Shop Drawings – Pump & Motor Assembly
- (c) Shop Drawings – VFDs
- (d) Factory Unit Testing Motors
- (e) Factory Unit Testing VFDs
- (f) Factory String Test First Pump, Motor and VFD
- (g) Factory String Test Second Pump, Motor and VFD
- (h) Delivery of First Pump, Motor and VFD to Storage
- (i) Delivery of Second Pump, Motor and VFD to Storage
- (j) Delivery of First Pump, Motor and VFD to Site
- (k) Delivery of Second Pump, Motor and VFD to Site
- (l) Functional Testing
- (m) Delivery of Operations and Maintenance Manuals



- (n) Training
- (o) Substantial Performance
- (p) Testing/Total Performance
- (q) Warranty Period

- D13.4 The schedule shall be predicated on the completion of all work on or before the date of Substantial Performance.
- D13.5 Upon acceptance by the Contract Administrator, the Contractor shall distribute copies of the Detailed Work Schedule (original and any subsequent revisions) to Subcontractors and other concerned parties.
- D13.6 The Work Schedule shall be updated by the Contractor as the work requires and submitted to the Contract Administrator.
- D13.7 The Contractor shall instruct recipients to report to the Contractor immediately any problems anticipated by the timetable shown in the Work Schedule.
- D13.8 While it is intended that the Contractor shall be allowed, in general, to carry on the Contract in accordance with such general plans as may appear to him to be most desirable, the Contract Administrator, at his discretion, may direct the order in which, and points at which, the work shall be undertaken.
- D13.9 This control shall be exercised in the interests of the City so that the work or other Contractors who may be working on the Site may be coordinated with the work on this Contract. A program of work will be drawn up and agreed to before the commencement of the Contract.
- D13.10 The Contract Administrator shall advise the Contractor of the work schedules of other Contractors working in the same area as the Contractor anytime during the Work Schedule.
- D13.11 The Contractor shall notify the Contract Administrator immediately when the work under the Work Schedule will adversely affect the work of other Contractors.

#### **D14. COMMENCEMENT**

- D14.1 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.
- D14.2 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) evidence of the insurance specified in D8;
    - (iv) Material Safety Data Sheets (MSDS's) specified in D9;
    - (v) the performance security specified in D10;
    - (vi) list of Subcontractors specified in D11;
    - (vii) Security Clearance specified in D12;
    - (viii) the detailed work schedule specified in D13;
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

#### **D15. SUBSTANTIAL PERFORMANCE**

- D15.1 The Contractor shall achieve Substantial Performance by September 19, 2014.

D15.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D15.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

D15.4 Fully completed Certificate of Satisfactory Performance is required for all major equipment supplied under this Contract as a condition for achieving Substantial Performance.

## **D16. TOTAL PERFORMANCE**

D16.1 The Contractor shall achieve Total Performance by October 10, 2014.

D16.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D16.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

## **D17. DELIVERY**

D17.1 The pump, motor and variable frequency drives are to be assembled in packages for factory testing, and subsequently delivered to temporary storage at a location near the NEWPCC Site until the NEWPCC Site is ready for installation. The equipment shall be available and accessible to the City for emergency use while in temporary storage.

D17.2 Delivery of the equipment shall be:

- (a) f.o.b. destination, freight prepaid
- (b) Temporary storage location to be arranged by Contractor, unless otherwise approved as a change by Contract Administrator.

D17.3 The Contractor shall confirm delivery of the factory tested units with the Contract Administrator or his/her designate, in accordance with the Specifications.

- (a) Deliver the first pump, motor and VFD assembly to storage within three hundred, sixty-five, (365) Calendar Days from notice of award.
- (b) Deliver the second pump, motor and VFD assembly to storage within three hundred, ninety-five (395) Calendar Days of from notice of award.

D17.4 The Contractor shall notify the Contract Administrator or his/her designate of the delivery, in accordance with the Specifications.

D17.5 The Contractor shall off-load goods as directed at the delivery location.

D17.6 Installing Contractor shall be responsible for pickup and transport from temporary storage to the NEWPCC Site:

- (a) Scheduled delivery of the first pump, motor and drive assembly on or before April 28, 2014.
- (b) Scheduled delivery of the second pump, motor and drive assemble to be on or before June 30, 2014.

D17.7 Location of the NEWPCC for final delivery by the Installing Contractor is:

City of Winnipeg  
North End Water Pollution Control Centre (NEWPCC)  
Main Building  
2230 Main Street  
Winnipeg, Manitoba  
R2V 4T8

D17.8 Goods shall be delivered between 8:30 a.m. and 3:00 p.m. on Business Days.

**D18. LIQUIDATED DAMAGES**

D18.1 If the Contractor fails to achieve delivery of the goods within the time specified in D17.3 Delivery the Contractor shall pay the City the following amounts:

- (a) for delay in delivery for each of the first and/or second pumping unit to temporary storage, in which case the equipment is not ready and available for emergency use, one thousand dollars (\$1,000.00) per Calendar Day for each and every Calendar Day until the goods have been delivered, plus,
- (b) for delay in delivery of the first and/or second pumping unit, which causes a short term delay to the Installing Contractor's progress, one thousand dollars (\$1,000.00) per Calendar Day for each and every Calendar Day until the goods have been delivered. Damages for delay shall only be assessed for days in which the Installing Contractor is ready willing and able to undertake installation but is delayed because of late delivery, plus
- (c) for delay of delivery which causes the installation schedule to be changed such that the Installing Contractor is required to demobilize and later re-mobilize, a fixed sum of \$30,000.00 .

D18.2 The amounts specified for liquidated damages in D18.1 are based on genuine pre-estimates of the City's damages in the event that the Contractor does not achieve Delivery as specified herein for same.

D18.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

**D19. SCHEDULED MAINTENANCE**

D19.1 The Contractor shall be responsible for maintenance of the equipment while in temporary storage:

- (a) Comply will all manufactures specifications for maintenance during storage.
- (b) In the event that delivery to the NEWPCC Site is delayed, the Contractor shall provide extended temporary storage services, including a continuation of maintenance and all incidental costs including extension to the performance bond, insurance, and equipment warranties.

**MEASUREMENT AND PAYMENT**

**D20. INVOICES**

D20.1 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)

- D20.2 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.
- D20.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D20.4 Bid Submissions must be submitted to the address in B7.5.

**D21. PAYMENT**

- D21.1 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.
- D21.2 Builders Liens Act shall apply:
- (a) Any payment made by the City to the Contractor on account of a progress estimate shall be less any holdback made in accordance with The Builder's Liens Act, and such holdback or other amount which the City is entitled to withhold pursuant to the Contract.
  - (b) Release of holdback shall be in accordance with The Builders Liens Act.

**D22. PAYMENT SCHEDULE**

- D22.1 Further to C10, payment shall be in accordance with the following payment schedule:
- (a) 20% payment upon successful completion of the Factory Tests
  - (b) 70% upon delivery to storage and transfer of title to the City,
  - (c) 5% payment on successful completion of the Functional Tests,
  - (d) 5% payment on Total Performance.
  - (e) Payment for additional days in storage shall be in accordance with the Separate Prices listed on Form B: Prices. Payment will be calculated on a daily basis for each assembly for each full or part day the schedule is extended beyond the date specified in D.17.6 Delivery or otherwise approved by the Contract Administrator.
- D22.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

**WARRANTY**

**D23. WARRANTY**

- D23.1 Warranty is as stated in C11.
- D23.1 Notwithstanding C11, the warranty period shall be in full effect until one (1) year after the date of Total Performance unless extended pursuant to C11.3, in which case it shall expire when provided for thereunder.
- D23.1 Further to C11, if a defect or deficiency prevents the full and normal use or operation of the Work or any portion thereof, for purposes of calculating the warranty period, time shall be deemed to cease to elapse for the defective or deficient portion, and for any portion of the Work whose use or operation is prevented by such defect or deficiency, as of the date on which the defect or deficiency is observed or the use or operation is prevented and shall begin to run

again when the defect or deficiency has been corrected or the Work may be used or operated to the satisfaction of the Contract Administrator.

**FORM H1: PERFORMANCE BOND**  
(See D10)

KNOW ALL MEN BY THESE PRESENTS THAT

\_\_\_\_\_ ,  
(hereinafter called the "Principal"), and

\_\_\_\_\_ ,  
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

\_\_\_\_\_ dollars (\$\_\_\_\_\_)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written Contract with the Obligee for

BID OPPORTUNITY NO. 645-2012

SUPPLY AND DELIVERY OF NEWPCC RAW SEWAGE PUMPS, MOTORS AND VARIABLE FREQUENCY DRIVES

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ .

**SIGNED AND SEALED**  
in the presence of:

\_\_\_\_\_  
(Witness as to Principal if no seal)

\_\_\_\_\_  
(Name of Principal)

Per: \_\_\_\_\_ (Seal)

Per: \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_ (Seal)  
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT  
(PERFORMANCE SECURITY)**  
(See D10)

\_\_\_\_\_  
(Date)

The City of Winnipeg  
Legal Services Department  
185 King Street, 3rd Floor  
Winnipeg MB R3B 1J1

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 645-2012

SUPPLY AND DELIVERY OF NEWPCC RAW SEWAGE PUMPS, MOTORS AND VARIABLE  
FREQUENCY DRIVES

Pursuant to the request of and for the account of our customer,

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding  
in the aggregate

\_\_\_\_\_ Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

\_\_\_\_\_  
(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.



All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

\_\_\_\_\_  
(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

\_\_\_\_\_  
(Name of bank or financial institution)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)



## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

Division 01 – General Requirements

01101

Summary of Work

01301

Administrative Requirements

01600

Materials and Equipment

01701

Special Services

Division 11 - Process

11312

Horizontal End Suction Centrifugal Pumps

Division 16 - Electrical

16224

Medium Voltage Induction Motors

261923

Medium Voltage Variable Frequency Drives

### ADDITIONAL INFORMATION

Further to the Specifications, the following items are attached as additional information:

Appendix A – Security Clearance

Figure 1. NEWPCC Raw Sewage Dry Well No. 1 Dimensional Plan

Figure 2. NEWPCC Raw Sewage Dry Well No. 2 Dimensional Plan

Figure 3: Plan View Dry Well 1, 2 & 3

Figure 4. Dry Well Suction Header Overview & Details

Figure 5. MP-4 Dry Well Suction

Figure 6. MP-5 Dry Well Suction

Figure 7. Existing Pumps MP-3 and MP-4 in Dry Well No. 2 (Photo)

Figure 8. Existing Pump Discharge Piping in Dry Well No. 2 (Photo)

Figure 9. Existing Pump Discharge Piping in Dry Well No. 1 (Photo)

Figure 10. NEWPCC System Curve – Pumps MP-4 and MP-5

NEWPCC Pump Tests - May 3, 2010