



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 871-2013**

**SUPPLY AND DELIVERY OF FREE-MOVING MEDIA, SCREENS, AERATION SYSTEM, AND ASSOCIATED APPURTENANCES FOR THE INTEGRATED FIXED FILM ACTIVATED SLUDGE (IFAS) BIOREACTORS FOR THE SOUTH END WATER POLLUTION CONTROL CENTRE (SEWPCC) UPGRADING/EXPANSION PROJECT**

***BIDDERS PLEASE NOTE CLAUSE D2.3***

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 SUPPLY AND DELIVERY OF FREE-MOVING MEDIA, SCREENS, AERATION SYSTEM, AND ASSOCIATED APPURTENANCES FOR THE INTEGRATED FIXED FILM ACTIVATED SLUDGE (IFAS) BIOREACTORS FOR THE SOUTH END WATER POLLUTION CONTROL CENTRE (SEWPCC) UPGRADING/EXPANSION PROJECT

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, May 2, 2014.

B2.2 Proposals 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 Request for Proposal, 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 Request for Proposal 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 Request for Proposal 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 0 unless that response or interpretation is provided by the Contract Administrator in writing.

### **B4. CONFIDENTIALITY**

B4.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

## **B5. ADDENDA**

- B5.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, 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: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

## **B6. SUBSTITUTES**

- B6.1 The Work is based on the materials, equipment, methods and products specified in the Request for Proposal.
- 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 fifteen (15) 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 five (5) 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 B23.
- 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 Request for Proposal document shall be evaluated in accordance with B23.1(a).

## **B7. PROPOSAL SUBMISSION**

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
  - (b) Form B: Prices;
  - (c) Form C: Project References;
  - (d) Form D: Installation History;
  - (e) Form E: Summary of System Characteristics;
  - (f) Form F: Guaranteed Performance;
  - (g) Ammonia nitrogen removal performance: Provide detailed design calculations and documentation demonstrating the ammonia nitrogen concentration performance guarantee will be achieved;
- B7.2 The Proposal should include the following components:
- (a) Additional Proposal Components:
    - (i) IFAS project schedule;
    - (ii) Project Collaboration;
    - (iii) Bill of Quantities;
    - (iv) List of components and systems not supplied by the Bidder;
    - (v) Drawings of the proposed IFAS system;
    - (vi) Catalogue cut sheets;
    - (vii) Standard operating procedures for startup/shutdown;
    - (viii) Quality Assurance / Quality Control (QA/QC) Plan;
    - (ix) Offloading and storage requirements.
- B7.3 Further to B7.1 and B7.2, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.4 All components of the Proposal 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 Proposal.
- B7.4.1 Bidders should submit one (1) unbound original (marked “original”) and four (4) copies.
- B7.5 The Proposal Submission shall be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.

- B7.5.1 Samples or other components of the Proposal Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.
- B7.6 Bidders are advised not to include any information/literature except as requested in accordance with B7.1 and B7.2.
- B7.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Request for Proposal document, including the General Conditions, will be evaluated in accordance with B23.1(a).
- B7.8 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.9 Proposals shall be submitted to:  
The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1

## **B8. PROPOSAL**

- B8.1 The Bidder shall complete Form A: Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
  - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Proposal 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: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.
- B8.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
  - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers 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: Proposal should be printed below such signatures.

B8.5 If a Proposal 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 Proposal and the Contract, when awarded, shall be both joint and several.

## **B9. PRICES**

B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B9.1.1 Prices on Form B: Prices shall include:

- (a) duty;
- (b) freight and cartage;
- (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
- (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.

B9.2 The Bidder shall state on Form B: Prices Item No. 8 the cost for one (1) Contractor representative to perform additional services for one (1) Working Day at a location in Winnipeg, Manitoba designated by the Contract Administrator for supervision of installation, commissioning, operator training and maintenance instructions or other services as required in the Specifications or by the Contract Administrator beyond the specified number of person-days. The daily cost shall be inclusive of all labour and living expenses, but exclusive of travel to and from Winnipeg.

B9.3 The Bidder shall state on Form B: Prices Item No. 9 the cost for one (1) Contractor representative to make a return trip to Winnipeg, Manitoba beyond the specified number of trips for supervision of installation, commissioning, operator training and maintenance instructions or other services as required in the Specifications or by the Contract Administrator. The cost shall be inclusive of all labour and expenses for travel to Winnipeg, Manitoba and return home.

B9.4 The prices entered in Form B: Prices shall be based on the Schedule of Work provided in the Supplemental Conditions.

B9.5 Where applicable to the Request for Proposal, payments for services to Non-Resident Bidders are subject to a Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B10. QUALIFICATION**

B10.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

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

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



- B10.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
  - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
  - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba).
- B10.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B10.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

## **B11. DISCLOSURE**

- B11.1 This Request for Proposal (RFP) has been developed by the City's design consultant CH2M HILL Canada Ltd. in response to identified needs for the SEWPCC Upgrading/Expansion Project. The Project forms a part of the Sewage Treatment Plant Upgrade and Expansion Program (the "Program") under which VVNA Winnipeg Inc. ("Veolia") provides advice and recommendations to the City on upgrades and capital modifications to the City's wastewater treatment facilities. A summary document of the program agreement signed on April 20, 2011 is currently available on the City Website at: <http://winnipeg.ca/waterandwaste/pdfs/sewage/treatmentPlantUpgradesAndExpansion/agreementSummary.pdf>. Accordingly, Veolia has provided advice and recommendations to the City on the development and consistency of this RFP with the identified needs for the SEWPCC Upgrading/Expansion Project. Bidders are advised that there is a possibility that a corporate affiliate of Veolia (an "Integrated Affiliate") might submit a Proposal in response to this RFP. In such circumstance Veolia will ensure that none of its personnel or any of its Integrated Affiliates' personnel who are involved in the Program will have any role whatsoever (whether directly or indirectly) with the development of the Integrated Affiliate's Proposal in response to this RFP. The City advises that in the event that a Veolia Integrated Affiliate submits a Proposal in response to this RFP, the City will ensure that none of Veolia's personnel or any of its Integrated Affiliate's personnel who are involved in the Program will have any role whatsoever (whether directly or indirectly) in the evaluation of the Proposals and recommendation for award of Contract pursuant to this RFP. It is the City's opinion based on the provisions of the Program Agreement and given the limited number of potential qualified Bidders for the Work of this RFP, that these circumstances do not create a conflict of interest or unfair advantage such that a Veolia Integrated Affiliate should be disqualified from submitting a Proposal or from an award of Contract pursuant to this RFP.

## **B12. PROJECT REFERENCES**

- B12.1 The Bidder shall complete Form C: Project References with the requested information for at least three (3) project references of previously completed work at the minimum peak flow capacities defined in Form C: Project References and similar in nature, in sufficient detail to demonstrate the Bidder's qualification to undertake the Work.

## **B13. INSTALLATION HISTORY**

- B13.1 The Bidder shall complete Form D: Installation History with a summary list of all installations in operation of the proposed IFAS equipment in wastewater applications.

**B14. SUMMARY OF SYSTEM CHARACTERISTICS**

B14.1 The Bidder shall enter the requested system data and details in Form E: Summary of System Characteristics.

**B15. GUARANTEED PERFORMANCE**

B15.1 The Bidder shall acknowledge Form F: Guaranteed Performance and Guarantee the performance requirements listed in Form F and the RFP will be met.

**B16. AMMONIA NITROGEN REMOVAL PERFORMANCE**

B16.1 The Bidder shall provide documentation demonstrating the ammonia nitrogen concentration performance guarantee stated in Form F: Guaranteed Performance will be achieved at SEWPCC under the conditions specified in this RFP and has been routinely achieved at previous installations. For the design flow and load conditions specified in the RFP, documentation shall include, but not be limited to detailed process calculations for the following:

- (a) Ammonia-N flux [ $J_{F,NH_3-N}$ ]
- (b) Biofilm area [ $a_F$ ]
- (c) Bulk-liquid dissolved oxygen concentration [ $S_{O_2}$ ]
- (d) Bulk-liquid ammonium concentration [ $S_N$ ]
- (e) Plastic biofilm carrier fill fraction
- (f) Aeration requirements
- (g) Retention screen head loss at peak flow conditions
- (h) Mixing requirements
- (i) Air pressure in drop leg

**B17. ADDITIONAL PROPOSAL COMPONENTS**

B17.1 IFAS Project Schedule:

- (a) Provide a detailed schedule of Contractor activities for the IFAS Scope of Work. Refer to the Specifications for details of submittals and roles and responsibilities.
- (b) Use Microsoft Project or another scheduling tool to create the schedule; print the schedule on 11 x 17 size paper.

B17.2 Project Collaboration:

- (a) Provide a narrative describing Bidder's approach in collaborating with the Contract Administrator's design team to meet the project objectives and Contract requirements (five page limit).
- (b) Provide a narrative describing Bidder's approach in providing installation assistance, training, and commissioning support (five page limit)

B17.3 Bill of Quantities:

- (a) Provide a Bill of Quantities that includes a detailed listing of all items provided as part of Form B: Prices Item No. 1 including item number, item name, material of construction, quantity and unit price.

B17.4 List of Components and Systems Not Supplied by the Bidder:

- (a) Provide a list of components and systems not supplied by the Bidder but required to complete the IFAS system. These components will be supplied and paid for by others.

B17.5 Drawings of Proposed IFAS System:

- (a) Provide a conceptual plan and section drawings of the proposed IFAS system illustrating piping, diffuser, and screen layout dimensioned in metric units.

**B17.6 Catalogue Cut Sheets:**

- (a) Provide catalogue cut sheets and/or technical data and information for each item supplied, as applicable.

**B17.7 Standard Operating Procedures for Startup/Shutdown:**

- (a) Provide standard operating procedures (SOPs) for IFAS system start-up / shutdown, short-term storage (maintenance outage), and minimum flow requirements. Include the durations, operator activities, and operating conditions that may trigger each activity.

**B17.8 QA/QC Plan:**

- (a) Provide documentation of the Contractor's quality assurance and quality control program(s) that will enable supply and delivery of quality IFAS equipment.

**B17.9 Offloading and storage requirements:**

- (a) Provide instructions for the offloading and storage of the equipment after delivery to the Site.

**B18. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B18.1 Proposals will not be opened publicly.

B18.2 After award of Contract, the names of the Bidders and the Contract amount of the successful Bidder 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/>

B18.3 To the extent permitted, the City shall treat all Proposal as confidential, however the Bidder is advised that any information contained in any Proposal Submission 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.

**B19. IRREVOCABLE OFFER**

B19.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B19.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work for the time period specified in Paragraph 10 of Form A: Proposal.

**B20. WITHDRAWAL OF OFFERS**

B20.1 A Bidder may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B20.1.1 Notwithstanding C21, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B20.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B20.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;

- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B20.1.3(b), declare the Proposal withdrawn.

B20.2 A Bidder who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B19.2 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.

## **B21. INTERVIEWS**

B21.1 The Contract Administrator may, in his/her sole discretion, interview Bidders during the evaluation process.

## **B22. NEGOTIATIONS**

B22.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B22.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.

B22.3 If, in the course of negotiations pursuant to B22.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Bidder from the Proposal as originally submitted.

## **B23. EVALUATION OF PROPOSALS**

B23.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Request for Proposal or acceptable deviation there from (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
- (c) Total Bid Price (40%);
- (d) evaluation of project references – Form C (pass/fail);
- (e) Installation history – Form D (10%);
- (f) Summary of System Characteristics – Form E (10%);
- (g) Ammonia nitrogen removal performance – the Bidder's demonstrated ability to achieve the ammonia nitrogen concentration performance requirements (30%)
- (h) Additional Proposal Components (10%)
- (i) economic analysis of any approved alternative pursuant to B6;

B23.2 Further to B23.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal 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 Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

- B23.3 Further to B23.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his/her Proposal, in other information required to be submitted, during interviews, that he/she is responsible and qualified.
- B23.4 Further to B23.1(c), the Total Bid Price shall be the sum of the prices for Items 1-7 shown on Form B: Prices.
- B23.4.1 The maximum score is 40 points and the Bidder with the lowest Total Bid Price receives 40 points. Bidders with higher Total Bid Prices receive a score in direct proportion to the ratio of their price to the lowest price. The score will be calculated as the lowest Total Bid Price of all Proposals divided by the Total Bid Price for the Bidder multiplied by 40.
- B23.5 Further to B23.1(d), references will be evaluated based on the information submitted by the Bidder in Form C: Project References.
- B23.5.1 The Award Authority may reject any Proposal submitted by a Bidder who does not provide in his/her Proposal the required number of references, or where any reference does not meet the minimum criteria stated in Form C, or where the information obtained through the reference checks differs materially from that provided in Form C.
- B23.6 Further to B23.1(e), installation history will be evaluated based on the information submitted by the Bidder in Form D: Installation History.
- B23.6.1 Points will be awarded based on number of installations similar in nature to the Work. The maximum score is 10 points.
- (a) Each project listed in Form D: Installation History will be assigned points as follows:
    - (i) Rated Flow Capacity (5 points maximum): 1 point for every 8,000 m<sup>3</sup>/day (or portion thereof) of rated peak capacity.
    - (ii) Design Ammonia Nitrogen Removal (5 points maximum): 5 points if the proposed ammonia nitrogen removal is equal to or lower than the summer concentration specified in Form F, 0 points otherwise.
    - (iii) Design Ammonia Nitrogen Removal (5 points maximum): 5 points if the proposed ammonia nitrogen removal is equal to or lower than the spring concentration specified in Form F, 0 points otherwise.
    - (iv) Design SOTE (5 points maximum): 5 points if the proposed SOTE (percent per metre of diffuser submergence) is equal to or higher than the percent specified in Form F, 0 points otherwise.
    - (v) Media Type and Effective Specific Surface Area (5 points maximum): 5 points if the proposed Effective Specific Surface Area range is equal to or higher than 600 m<sup>2</sup>/m<sup>3</sup> (at 100-percent carrier fill) and less than or equal to 828 m<sup>2</sup>/m<sup>3</sup> (at 100-percent carrier fill), 0 points otherwise.
    - (vi) Media Retention Screen Assembly Head loss (5 points maximum): 5 points if the proposed Media Retention Screens have a head loss less than 100mm at peak hour flow. 0 points otherwise.
    - (vii) Operation History (5 points maximum): 1 point for every 2 years of operation.
  - (b) The Bidder's total points shall be calculated as the sum of the points assigned under B23.6.1.
  - (c) The Bidder with the highest total points will receive the maximum score of 10 while other Bidders will receive a score in proportion to total points. The Bidder's score will be calculated as the Bidder's total points divided by the highest total points of all Bidders multiplied by 10.
- B23.7 Further to B23.1(f), summary of system characteristics will be evaluated based on the documentation submitted in response to B7.1(e). The maximum score is 10 points.
- B23.8 Further to B23.1(g), the Bidder's ability to meet the ammonia nitrogen performance guarantee will be evaluated based on the documentation submitted in response to B7.1(g). The maximum score is 30 points.

- B23.8.1 The documentation submitted will be evaluated on the following criteria:
- (a) Detailed design calculations as identified in B16.1 (25 points maximum);
  - (b) Performance data from operating installations, data published in journals or conference proceedings, or other such performance data that supports the full-scale IFAS system design and operation proposed in the Bid (5 points maximum)
- B23.8.2 The Bidder's total points shall be calculated as the sum of the points assigned under B23.8.1.
- B23.8.3 The Bidder shall note that the proposed IFAS system's ammonia nitrogen removal performance will also be validated by the field testing required by the Specifications.
- B23.9 Further to B23.1(h), compliance with the additional proposal components will be evaluated based on a review of submitted technical documentation. The maximum score is 10 points.
- B23.9.1 The technical documentation will be evaluated including, but not limited to, the following criteria:
- (a) Level of detail and completeness of the IFAS project schedule (5 points maximum);
  - (b) Level of detail in describing the Bidder's approach to project collaboration (5 points maximum);
  - (c) Level of detail provided in the Bill of Quantities and items not provided (5 points maximum);
  - (d) Level of detail and completeness of the drawings and catalogue cutsheets of the proposed IFAS system (5 points maximum);
  - (e) Level of detail provided on the Bidder's recommended standard operating procedures for startup/shutdown (5 points maximum);
  - (f) Completeness of a Quality Assurance / Quality Control (QA/QC) plan (5 points maximum);
  - (g) Description of the recommended offloading and storage requirements (5 points maximum);
  - (h) Consistency and completeness of the proposal (5 points maximum);
  - (i) Overall adherence to the specifications and design intent (5 points maximum).
- B23.9.2 The Bidder's total points shall be calculated as the sum of the points assigned under B23.9.1.
- B23.9.3 The Bidder with the highest total points will receive the maximum score of 10 while other Bidders will receive a score in proportion to total points. The Bidder's score will be calculated as the Bidder's total points divided by the highest total points of all Bidders multiplied by 10.
- B23.10 Notwithstanding B23.1(h), where Bidders fail to provide a response to B7.1(d) and or B7.2, the score of zero may be assigned to the incomplete part of the response.
- B23.11 This Contract will be awarded as a whole.
- B23.12 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B23.1(a) and B23.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

## **B24. AWARD OF CONTRACT**

- B24.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

- B24.2 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 Proposals are determined to be responsive.
- B24.2.1 Without limiting the generality of B24.2, 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 Proposal 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.
- B24.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer, in accordance with B23.

## **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 Request for Proposal 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, supply and delivery of all free moving media, screens, aeration system and appurtenances, and site services for the proposed Integrated Fixed Film in Activated Sludge (IFAS) bioreactors for the South End Water Pollution Control Centre (SEWPCC) Upgrading/Expansion Project.

D2.2 The major components of the Work are as follows:

- (a) Supply and delivery of free moving media
- (b) Supply and delivery of media retention screens
- (c) Supply and delivery of aeration diffusers, piping drop legs and headers, and associated fasteners and anchors.
- (d) Design support, including all process engineering and design support, design coordination and validation meetings
- (e) Submittals, including shop drawings and other information as required, to complete the design of the IFAS system;
- (f) Site Services, Commissioning of Equipment, and Field Testing, including delivery inspection, installation contractor training, installation assistance and inspection, facility startup meeting, and functional and performance testing
- (g) Supply and delivery of operations and maintenance manuals;
- (h) Training of the City's personnel;

D2.3 Contractors are advised that the Goods chosen under this RFP may become the City standard for similar applications in the future. As such, for other wastewater plant applications (North End and West End Water Pollution Control Centres), the City may define the Goods as a standard for the design of the new facilities.

#### D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) **BOD** or **cbOD<sub>5</sub>** means 5-day carbonaceous biochemical oxygen demand measured using Method 5210B of *Standard Methods for the Examination of Water and Wastewater* (latest edition) jointly published by the American Public Health Association (APHA), the American Water Works Association (AWWA), and the Water Environment Federation (WEF).
- (b) **Dropleg** means connection from air source to manifold;
- (c) **Distribution Header** means piping between manifold and diffuser assembly;
- (d) **Facility** means the IFAS system and includes equipment and materials supplied and installed by others;
- (e) **Facility Performance Demonstration** means a demonstration conducted by the Installation Contractor, with assistance of the Contractor, to demonstrate and document the performance of the operating Facility, both manually and automatically, based on criteria

developed in conjunction with the City and as accepted by the Contract Administrator. Demonstration is for the purposes of verifying to the City and Contract Administrator the Facility performs as a whole, and documenting performance characteristics of the completed Facility for the City's records;

- (f) "**Functional Testing**" means tests conducted in the presence of the Contract Administrator to demonstrate that installed equipment meets Contractor's installation, calibration, and adjustment requirements and the requirements identified in the Contract Specifications;
- (g) "**IFAS**" means Integrated Fixed Film Activated Sludge and is used to describe the equipment, materials, and Goods supplied in the Contract;
- (h) "**Installation Contractor**" means the person(s) contracted to construct the facility and install the equipment and materials described in this Request for Proposal;
- (i) "**kW**" means kilowatt;
- (j) "**Manifold**" means a single run of piping that connects droplegs with distribution header(s);
- (k) "**ML/d**" means million litres per day or megalitres per day;
- (l) "**NH<sub>3</sub>**" means ammonia;
- (m) "**Performance Testing**" means tests performed in the presence of the Contract Administrator and after any required functional testing, to demonstrate and confirm the IFAS system meets the specified performance requirements;
- (n) "**SEWPCC**" means South End Water Pollution Control Centre;
- (o) "**Sidewater Depth**" means the interior dimension from the structure base to the water surface;
- (p) "**SOTE**" means standard oxygen transfer efficiency and is the percent of oxygen from the air transferred to tap water at 20 degrees C, 0.0 mg/L residual dissolved oxygen concentration, 101.3 kPa absolute, and an initial dissolved oxygen concentration of 0.0 mg/L;
- (q) "**SOTR**" means standard oxygen transfer rate, measured in kg of oxygen per hour: and is the rate of oxygen transfer to tap water at standard conditions of 20 degrees C, 0.0 mg/L residual dissolved oxygen concentration, and a barometric pressure of 101.3 kPa absolute (dry air);
- (r) "**Standard Cubic Metres per hour (Sm<sup>3</sup>/h)**" means air at 20 degrees C and a barometric pressure of 101.3 kPa absolute (dry air);
- (s) "**Supply Contractor**" has the same meaning as Contractor;
- (t) "**TKN**" means Total Kjeldahl nitrogen and is the sum of organic nitrogen, ammonia, and ammonium in the chemical analysis of wastewater;
- (u) "**TSS**" means total suspended solids measured using Method 2540D of *Standard Methods for the Examination of Water and Wastewater* (latest edition) jointly published by the American Public Health Association (APHA), the American Water Works Association (AWWA), and the Water Environment Federation (WEF);
- (v) "**Zone**" means a portion of an aeration tank physically separated from other portions of the tank;

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

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

Barry Williamson, P. Eng.  
Contract Administrator

Telephone No.: 204 488 2214 ext.73059  
Facsimile No.: 204 488 2245  
Email: barry.williamson@ch2m.com

D4.2 Bids Submissions must be submitted to the address in B7.9.

## **D5. NOTICES**

D5.1 Notwithstanding C21.3 all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg  
Chief Financial Officer

Facsimile No.: 204 949-1174

## **D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

D6.1 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.

D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D6.3 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.

D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

## **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 five million dollars (\$5,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work and the warranty period;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- (c) Professional Errors and Omissions Liability Insurance in an amount not less than \$1,000,000 per claim and \$1,000,000 in the aggregate. Such insurance shall remain in force for the duration of the Project and for twenty four (24) months after total performance

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 on the Site 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.
- D8.5 All insurance policies shall be with insurers licensed to carry on business in the Province of Manitoba

## **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 one hundred percent (100%) 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 one hundred percent (100%) 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 one hundred percent (100%) 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 on the Site.

## **SCHEDULE OF WORK**

### **D11. COMMENCEMENT**

- D11.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D11.2 The Contractor shall not commence any Work until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D7;
    - (ii) evidence of the workers compensation coverage specified in C6.16;
    - (iii) evidence of the insurance specified in D8;
    - (iv) the Material Safety Data Sheets specified in D9; and

- (v) the performance security specified in D10.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D11.3 Shop drawing production and design support shall commence upon fulfillment of D11.1 and D11.2.

D11.4 Manufacturing of the Goods shall commence only upon written authorization from the Contract Administrator.

D11.5 Delivery of the Goods, other than Shop Drawings and design support, shall commence only upon written authorization from the Contract Administrator.

## **D12. DELIVERY**

D12.1 Goods shall be delivered as follows:

- (a) The documentation required under D11.2 shall be delivered within five (5) Working Days of the Contractor receiving the City's notice of award
- (b) Design support shall be delivered from Commencement until March 2015.
- (c) Shop Drawings shall be delivered to the Contractor Administrator in accordance with the Specifications within thirty(30) Working Day(s) of Commencement
- (d) Shop Drawings shall include information on all concrete-embedded materials (provided by Installation Contractor) required for placement prior to pouring of concrete required for equipment, if applicable.
- (e) Revised Shop Drawings, if required, shall be delivered within ten (10) Working Days of receipt of the Contract Administrator's submittal review comments.
- (f) Screens, aeration system, and appurtenances shall be delivered within thirty (30) Calendar Days of the Contract Administrator's written authorization to commence delivery. Estimated delivery date is by April 2, 2016, and not before January 31, 2016.
- (g) Delivery of free floating media shall commence within thirty (30) Calendar Days of the Contract Administrator's written authorization to commence delivery. Estimated delivery start date is June 1, 2016, and shall be completed by August 1, 2016. These dates are subject to relative extension by the Contract Administrator by up to six months.
- (h) Installation training and verification is anticipated to be delivered in the second half of 2016
- (i) City personnel training is anticipated to be delivered in the second half of 2016.
- (j) Functional testing is anticipated to be delivered in the second half of 2016.
- (k) Performance testing is anticipated to be delivered in 2017.
- (l) Final operations and maintenance manuals are anticipated to be delivered in the second half of 2016.
- (m) Goods to be delivered to the Site shall be delivered f.o.b. destination (Incoterm 2010 DDP), freight prepaid to:

South End Water Pollution Control Centre  
100 Ed Spencer Drive, Winnipeg, Manitoba R2N 4G3

D12.2 The Contractor shall confirm each delivery with the Contract Administrator or his/her designate, at least ten (10) Business Days before delivery.

D12.3 Goods shall be delivered between 8:30 a.m. and 4:30 p.m. on Business Days.

D12.4 The Installation Contractor shall off-load free moving media, screens, aeration system and appurtenances and place these goods in storage in accordance with the Contractor's recommended storage requirements as directed at the delivery location. The Contractor shall

coordinate delivery and offloading with the Contract Administrator and the Installation Contractor.

### **D13. LIQUIDATED DAMAGES**

- D13.1 If the Contractor fails to achieve delivery of the Shop Drawings within the times specified in D12.1(c), the Contractor shall pay the City one thousand dollars (\$1,000) per Calendar Day for each and every Calendar Day until the Shop Drawings have been delivered.
- D13.2 If the Contractor fails to achieve delivery of the screens, aeration system and appurtenances within the times specified in D12.1(f), the Contractor shall pay the City three thousand dollars (\$3,000) per Calendar Day for each and every Calendar Day until the screens, aeration system and appurtenances has been delivered.
- D13.3 If the Contractor fails to achieve delivery of the free moving media within the times specified in D12.1(g), the Contractor shall pay the City three thousand dollars (\$3,000) per Calendar Day for each and every Calendar Day until the free moving media has been delivered.
- D13.4 The amounts specified for liquidated damages in D13.1, D13.2, and D13.3 are based on a genuine pre-estimates of the City's damages in the event that the Contractor does not achieve Delivery by the days fixed herein for same.
- D13.5 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

### **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, MRST, and any applicable environmental handling charges/fees identified and 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 B7.9.

#### **D15. PAYMENT**

- D15.1 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

**D16. PAYMENT SCHEDULE**

D16.1 Further to C10, payment shall be in accordance with the following payment schedule:

Milestone	Percent Payable	
	Milestone	Cumulative
1. Execution of Contract and All Requirements Under D11.2 Have Been Satisfied	5%	5%
2. Approval of Shop Drawings	5%	10%
3. Equipment Delivery to Site (Form 100)	65%	75%
4. Completion of Satisfactory Installation of All Equipment and Materials (Form 102)	5%	80%
5. Successful Passing of Performance Testing (Form 104) and completion of satisfactory training (Forms T-1 and T-2)	10%	90%
6. Approved and Delivered Operations and Maintenance Manuals	5%	95%
7. End of Warranty Period	5%	100%
Each payment shall be based on claim submitted by the Contractor following the achievement of the specified milestone and approved by the Contract Administrator.		
Note: Copies of Forms 100, 102, 104, T-1 and T-2 can be found in specification Section 01 43 33, Contractor's Field Services.		

D16.2 Where a notice to commence stated under D11.4 or D11.5 is delayed beyond the stated periods, the price for Item No. 1 entered in Form B: Prices shall be escalated in accordance with the following formula:

- (a) Adjusted Price = Current Price x (Extra Contractor Days / 365) x (1 + Cost Escalation Factor)
- (b) The Cost Escalation Factor shall be 3.3 percent.
- (c) For clarity, escalation shall not apply to Item Nos. 2 to 9 entered in Form B: Prices.

D16.3 Further to B9.2 and B9.3, if the Contract Administrator determines the Contractor is required to spend additional time at a location in Winnipeg, Manitoba designated by the Contract Administrator or make additional trips to Winnipeg, Manitoba, the rates provided in Form B: Prices Item Nos. 8 and 9 shall be used to compensate the Contractor.

**WARRANTY**

**D17. WARRANTY**

D17.1 Notwithstanding C11, the warranty period shall begin on the date of completion of Performance Testing required by Specification Section 44 41 13.22, Free Moving Media and Retention Screen Systems, and Section 46 45 16.01 Aeration System and shall expire two (2) years thereafter unless extended pursuant to C11.3, in which case it shall expire when provided for thereunder.

D17.2 Notwithstanding C11.2, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of completion of Performance Testing if a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.

D17.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C11.2 for the warranty period to begin.

**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

RFP NO. 871-2013

SUPPLY AND DELIVERY OF FREE-MOVING MEDIA, SCREENS, AERATION SYSTEM, AND ASSOCIATED APPURTENANCES FOR THE INTEGRATED FIXED FILM ACTIVATED SLUDGE (IFAS) BIOREACTORS FOR THE SOUTH END WATER POLLUTION CONTROL CENTRE (SEWPCC) UPGRADING/EXPANSION PROJECT

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  
Corporate Services Department  
Legal Services Department  
185 King Street, 3rd Floor  
Winnipeg MB R3B 1J1

RE: PERFORMANCE SECURITY – RFP NO. 871-2013

SUPPLY AND DELIVERY OF FREE-MOVING MEDIA, SCREENS, AERATION SYSTEM, AND ASSOCIATED APPURTENANCES FOR THE INTEGRATED FIXED FILM ACTIVATED SLUDGE (IFAS) BIOREACTORS FOR THE SOUTH END WATER POLLUTION CONTROL CENTRE (SEWPCC) UPGRADING/EXPANSION PROJECT

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 (2007 Revision), International Chamber of Commerce Publication Number 600.

\_\_\_\_\_  
(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:

<u>Specification No.</u>	<u>Specification Title</u>
01 11 00	Summary of Work
01 33 00	Submittal Procedures
01 43 33	Contractor's Field Services
01 45 16.13	Quality Control
01 61 00	Common Product Requirements
01 78 23	Operation and Maintenance Data
05 50 00	Metal Fabrications
40 27 00.08	Stainless Steel Pipe and Fittings – General Service Data Sheet
44 41 13.22	Free Moving Media and Retention Screen Systems
46 45 16.01	Aeration System

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
1-0102-CGAD-A001	Preliminary Site Plan
1-0102-PPFD-A001	Liquid Stream Process Flow Diagram
PDR D-12	Bioreactor Layout
PDR D-13	Bioreactor Section

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