



**THE CITY OF WINNIPEG**

# **TENDER**

**TENDER NO. 1194-2019**

**SUPPLY AND DELIVERY OF METHANOL FOR NORTH END WATER POLLUTION  
CONTROL CENTRE (NEWPCC)**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 SUPPLY AND DELIVERY OF METHANOL FOR NORTH END WATER POLLUTION CONTROL CENTRE (NEWPCC)

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, January 17, 2020.

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

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

### **B3. ENQUIRIES**

B3.1 All enquiries shall be directed to the Contract Administrator identified in D6.1.

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

B3.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

### **B4. CONFIDENTIALITY**

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

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

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

### **B5. ADDENDA**

B5.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Tender, or clarifying the meaning or intent of any provision therein.

- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.3 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.4 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.
- B5.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D6.

## **B6. SUBSTITUTES**

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

- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B16.
- B6.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

**B7. BID SUBMISSION**

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
  - (b) Form B: Prices.
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.
- 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 Tender 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 Tender number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B7.6 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204- 949-1178.
- B7.6.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time or guarantee the successful receipt of a faxed Bid Submission.
- B7.7 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.8 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B16.1(a).
- 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 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.
- B9.1.2 Prices on Form B: Prices shall not include Environmental Handling Charges (EHC) or fees, which shall be extra where applicable.
- B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B9.4 The Contract Administrator will provide the Contractor with a certificate indicating that methanol is exempt from carbon tax.

**B10. DISCLOSURE**

B10.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B10.2 The Persons are:

- (a) N/A

**B11. CONFLICT OF INTEREST AND GOOD FAITH**

B11.1 Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B11.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
- (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the Tender process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.

B11.3 In connection with its Bid, each entity identified in B11.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Tender process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B11.4 Without limiting B11.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies,



procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

- B11.5 Without limiting B11.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;
  - (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
  - (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B11.4 to avoid or mitigate a Conflict of Interest; and
  - (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B11.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

## **B12. QUALIFICATION**

- B12.1 The Bidder shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
  - (b) be financially capable of carrying out the terms of the Contract; and
  - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B12.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>
- B12.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
  - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
  - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba).
- B12.4 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.
- B12.5 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.

### **B13. OPENING OF BIDS AND RELEASE OF INFORMATION**

- B13.1 Bids will not be opened publicly.
- B13.2 Following the Submission Deadline, the names of the Bidders and their Total Bid prices (unevaluated, and pending review and verification of conformance with requirements or evaluated prices) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>
- B13.3 After award of Contract, the name(s) of the successful Bidder(s), their address(es) 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>
- B13.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B13.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

### **B14. IRREVOCABLE BID**

- B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B14.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

### **B15. WITHDRAWAL OF BIDS**

- B15.1 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.
- B15.1.1 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.
- B15.1.2 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.
- B15.1.3 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 B15.1.3(b), declare the Bid withdrawn.
- B15.2 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 B14.2 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.

## **B16. EVALUATION OF BIDS**

- B16.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation therefrom (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12 (pass/fail);
  - (c) Total Bid Price;
  - (d) economic analysis of any approved alternative pursuant to B6.
- B16.2 Further to B16.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B16.3 Further to B16.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is qualified.
- B16.4 Further to B16.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B16.4.1 Further to B16.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B16.5 This Contract will be awarded as a whole.

## **B17. AWARD OF CONTRACT**

- B17.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B17.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.
- B17.2.1 Without limiting the generality of B17.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
  - (d) only one Bid is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B17.3 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B16.
- B17.3.1 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.
- B17.4 Notwithstanding C4, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B17.5 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 2019-01-15) 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 Tender to a section, clause or subclause with the prefix "**C**" designates a section, clause or subclause in the *General Conditions for Supply of Goods*.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for the Supply of Goods*, these Supplemental Conditions are applicable to the Work of the Contract.

#### D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the supply and delivery of methanol (methyl alcohol) for the period from April 1, 2020 until March 31, 2021, with the option of four (4) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within one hundred and twenty (120) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Notwithstanding C11, the prices for the four additional one year extensions will be negotiated considering 12 months average diesel fuel price and CPI. The Diesel Price Index for Winnipeg and Statistic Consumer Price Index for Manitoba will be referenced.

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

#### D2.2 Price Adjustment

(a) Unit Prices of Item #1 shall be adjusted during the term of the Contract in accordance with the applicable price adjustment mechanism, as specified in D3.

(b) The Contractor shall provide the Contract Administrator with the monthly Methanex Non-Discounted Reference Price converted to Canadian dollars, via email, for each month no later than the first Business Day of each month. CAD/USD exchange rates will only be available after the noon of the first business day.

(c) The Contractor shall, upon request, supply evidence, satisfactory to the Contract Administrator, of indices upon which adjustments are based.

D2.3 Unless otherwise stipulated by the Bidder in the Bid Submission, all calculations shall be rounded to the nearest one hundredth of a dollar per tonne (\$0.01/tonne)

D2.4 The Work shall be done on an "as required" basis during the term of the Contract.

D2.4.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.4.2 Notwithstanding C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.5 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

#### D3. PRICE ADJUSTMENT MECHANISM METHANOL ONLY

D3.1 Methanol prices shall be adjusted each month for the duration of the Contract and, effective the first (1<sup>st</sup>) Business Day of each month, the Unit Price shall be increased or decreased by the amount of the increase or decrease in the Methanex Non-Discounted Reference Price converted to Canadian dollars.

- D3.2 The Unit Price for the Methanol on Form B: Prices, Item #1 will be adjusted for each month as follows:
- (a)  $UP_{ME-MMM YY} = MNDRP_{MMM YY} \times US\$_{MMM YY}$
  - (b) Where “MNDRP<sub>MMM YY</sub>” means the Methanex Non-Discounted Reference Price (Methanex Corporation Regional Posted Contract Prices – North America) in U.S. dollars per tonne (US\$/tonne) for the indicated month (MMM-YY). This index is available at <https://www.methanex.com/our-business/pricing>
  - (c) Where “US\$<sub>MMM yy</sub>” means the Bank of Canada, Financial Markets Department, Daily Noon Exchange Rate, Canadian dollars per U.S. dollar (Can\$/US\$) for the first Business Day of the indicated month (MMM-YY). This index is available at <http://www.bankofcanada.ca/rates/exchange/>.

#### D4. COOPERATIVE PURCHASE

- D4.1 The Contractor is advised that this is a cooperative purchase.
- D4.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.
- D4.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.
- D4.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.
- D4.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.
- D4.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:
- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods;
  - (b) a participant may specify a duration of Contract shorter than the duration of this Contract;
  - (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
  - (d) any additional delivery charge identified and accepted in accordance with clause D4.4 and D4.5 will apply.
- D4.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.
- D4.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

#### D5. DEFINITIONS

- D5.1 When used in this Tender:
- (a) “ASTM” means ASTM International, formerly known as the American Society for Testing and Materials.

**D6. CONTRACT ADMINISTRATOR**

- D6.1 The Contract Administrator is:  
Matthew Klowak, C.E.T.  
Wastewater Contracts Officer  
Telephone No.: 204-805-3313  
Email Address: mklowak@winnipeg.ca

**D7. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

- D7.1 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.
- D7.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D7.3 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.
- D7.4 A Contractor who violates any provision of D7 may be determined to be in breach of Contract.

**D8. NOTICES**

- D8.1 Notwithstanding C21.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer.

**SUBMISSIONS**

**D9. AUTHORITY TO CARRY ON BUSINESS**

- D9.1 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.

**D10. INSURANCE**

- D10.1 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, contractual liability, non-owned automobile 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 \$5,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.

- (c) The certificate of insurance must expressly state : "Operations to include delivery of chemicals, including unloading of chemicals "

D10.2 Deductibles shall be borne by the Contractor.

D10.3 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.

D10.4 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.

D10.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

#### **D11. MATERIAL SAFETY DATA SHEETS**

D11.1 The Contractor shall provide the Contract Administrator with one (1) copy of Material Safety Data Sheets (MSDS's) for each product to be supplied under the Contract at least two (2) Business Days prior to the commencement of Work but in no event later than seven (7) Calendar Days from notification of the award of Contract.

D11.2 Throughout the term of the Contract, the Contractor shall provide the Contract Administrator with revisions or updates of the MSDS's as soon as may be reasonably possible.

#### **SCHEDULE OF WORK**

##### **D12. COMMENCEMENT**

D12.1 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.

D12.2 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 D9;
  - (ii) evidence of the workers compensation coverage specified in C6.16;
  - (iii) evidence of the insurance specified in D10; and
  - (iv) the Material Safety Data Sheets specified in D11.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

##### **D13. DELIVERY**

D13.1 The Contractor shall transport (haul) Methanol as required to the NEWPCC in accordance with the requirements hereinafter specified.

D13.2 When transporting Methanol the Contractor shall comply with the Manitoba Highway Traffic Act and all other Federal, Provincial and Municipal Statutes, Acts, By-laws and Regulations.

D13.3 The Contractor will not be paid for any load where an alternate route was used if prior approval was not obtained in writing.

D13.4 In addition to Part C – General Conditions, any damage deemed by the Contract Administrator to have been caused by the Contractor to any City property will be repaired by the City and the cost will be deducted from Contractor invoices



D13.5 Goods shall be delivered on an "as required" basis during the term of the Contract, f.o.b. destination, freight prepaid, to:

NEWPCC  
2230 Main Street  
Winnipeg MB

D13.5.1 Goods shall be delivered within seven (7) Calendar Day(s) of the placing of an order, unless otherwise waived by the User at the time of ordering.

D13.6 Methanol storage consists of two (2) tanks, each with a capacity of approximately fifty (50) cubic metres and deliveries will normally be full truck loads.

D13.7 The Contractor shall confirm each delivery with the Contract Administrator or his/her designate, at least two (2) Business Days before delivery.

D13.8 Goods shall be delivered between 8:30 a.m. and 2:00 p.m. on Business Days.

D13.9 The Contractor shall provide seventy two (72) hours notice to the Contract Administrator and his/her designate if deliveries must be rescheduled. The rescheduled date is subject to the review and acceptance by the Contract Administrator.

D13.10 The Contract Administrator may assign specific days and times during which delivery of methanol is permitted. The Contract Administrator may, from time to time, adjust the assigned days and times to meet operational requirements.

D13.10.1 The intent of assigning days and times for deliveries, if the City elects to do so, is to assist the Contractor and other contractors in coordinating their Work and other activities on Site. Any such schedule may require adjustments during the term of the Contract because of factors such as changes in consumption rates for various chemicals, or construction and maintenance activities.

D13.11 The City will provide:

- (a) Nitrogen gas and connection: 25 mm Air King male connector;
- (b) Methanol fill connection: 75 mm Camlock male connector;
- (c) Grounding connection to the truck hose;
- (d) Emergency shower and eyewash station.

D13.12 Each truck shall be equipped with:

- (a) Its own unloading system (typically a truck mounted pump) which:
  - (i) Is manually controlled by the Driver;
  - (ii) Has a pump discharge with pressure indicating device to detect any high pressure and able to shut off the pump if higher than pre-set pressure is detected;
  - (iii) Has an unloading line with a connection to nitrogen purge gas with an isolation valve;
- (b) Any additional equipment required, including but not limited to:
  - (i) Hoses and/or adapters suitable to connect to the City's chemical unloading point;
  - (ii) Straps or other securing devices to restrain hoses to prevent blow-out;
  - (iii) Personal protective equipment for the Driver.

D13.13 The Contractor shall off load goods as directed at the delivery location.

- (a) The Driver shall unload methanol from the truck to the City's storage tank with the assistance of a City Operator.

D13.14 Unloading shall be in accordance with the Contractor's procedures. The following procedure is intended to identify **minimum requirements** and to outline responsibility for tasks:

- (a) The Driver shall verify the emergency shower and eyewash station works properly before any unloading operation;
- (b) The Driver and the City Operator shall wear personal protective equipment (PPE) required all through the unloading event;
- (c) The City Operator shall close the valve CV-702 located in the valve chamber;
- (d) The Driver shall connect the grounding cable to the truck;
- (e) The Driver shall verify that "SYSTEM READY" in the control panel is "on", indicating the total available spare capacity in the storage tank is greater than a preset volume (enough to accommodate full truck/trailer volume plus safety margin);
- (f) The Driver shall connect the nitrogen purge line to the unloading line;
- (g) The Driver shall connect the methanol hose to the fill pipe to the storage tanks;
- (h) The Driver shall start the unloading by pressing the "START UNLOADING" button in the control panel;
- (i) The Driver shall stay close enough to the pump to reach and turn off the pump in no more than five (5) seconds if an alarm is issued, or an emergency is identified;
- (j) Unloading normally continues until the truck is empty. The Driver shall manually stop the unloading by pressing the "STOP UNLOADING" button in the control panel;
- (k) Unloading can be manually stopped in progress, by pressing the "STOP UNLOADING" button in the control panel (or at any time when the Driver of the City Operator identified any problem which require a stop to the unloading);
- (l) If the control system initiates alarms at conditions such as detecting high level in the tank, or low conductivity for grounding, etc., the Driver shall stop the unloading by turning off the truck mouter pump. Where the alarm is for high level, the flow will be diverted to an alternate tank if that tank is low by opening and closing the actuated valves in the fill lines;
- (m) Resuming unloading after an emergency stop or safety shutdown may require bypassing of the "SYSTEM READY" interlock. The control system does not turn on the "SYSTEM READY" light because the chemical level may no longer be low enough. In this case, the Distributed Control System (DCS) operator is provided with a non-latching override for the "SYSTEM READY" permissive. Unloading is resumed by pressing the local tart button again and restarting the blower if it was stopped;
- (n) Once the unloading is finished, the Driver shall open the valve (CV-701A) in the nitrogen purge line and then that valve attached to the truck unloading line, to blow off residual methanol in the unloading line for five (5) to ten (10) seconds. Then close the valves reversely. Then disconnect the nitrogen hose;
- (o) The Driver shall open the CV-700 and disconnects the unloading hose;
- (p) The City Operator shall open the valve located in the manhole;
- (q) The Driver shall disconnect the grounding cable;
- (r) If a spill occurs, the Driver shall follow the Contractor's emergency procedure and immediately notify the City Operator. Any Methanol spilled during loading/unloading and transporting to the NEWPCC shall be cleaned up by the Contractor to the satisfaction of the Contract Administrator.

#### **D14. LIQUIDATED DAMAGES**

- D14.1 If the Contractor fails to achieve delivery of the goods within the schedule set forth by the Contract Administrator or reschedule to the Contract Administrator's acceptance as outlined in D13.5, the Contractor shall pay the City five hundred dollars (\$500.00) per Calendar Day for each and every Calendar Day until the goods have been delivered.
- D14.2 The amount specified for liquidated damages in D14.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve delivery by the day fixed herein for same.

D14.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

#### **D15. ORDERS**

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

#### **D16. RECORDS**

D16.1 The Contractor shall keep detailed records of the goods supplied under the Contract.

D16.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

- (a) user name(s) and addresses;
- (b) order date(s);
- (c) delivery date(s); and
- (d) description and quantity of goods supplied.

D16.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

### **MEASUREMENT AND PAYMENT**

#### **D17. INVOICES**

D17.1 Further to C10, the Contractor shall submit an invoice for each order delivered to:

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

Facsimile No.: 204- 949-0864

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

D17.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of goods delivered;
- (e) the amount payable with GST, MRST, and any applicable environmental handling charges/fees identified and shown as separate amounts; and
- (f) the Contractor's GST registration number.

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

**D17.4 Bid Submissions must not be submitted to the above facsimile numbers. Bids must be submitted in accordance with B7.**

#### **D18. PAYMENT**

D18.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D18.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

## **WARRANTY**

### **D19. WARRANTY**

D19.1 Notwithstanding C11, the warranty period for each item of Work supplied shall begin on the date of successful delivery and expire one (1) week thereafter

## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These following indices shall apply to the Work:

- (a) <https://www.methanex.com/our-business/pricing>
- (b) <http://www.bankofcanada.ca/rates/exchange/>
- (c) <https://www150.statcan.gc.ca/t1/tbl1/en/cv.action?pid=1810000101>
- (d) <https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000413>

E1.2 The following are applicable to the Work and shall be supplied to the Contractor prior to commencement:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
1-0101C-D-C0002-001-01-D	Civil – Contractor Haul Route & Construction Area Plan
1-0101C-D-C0004-001-02D	Civil – Part Plan and details – Chemical Unloading Areas
1-0101C-A-A0006-001-01D	Instrumentation – Methanol Dosing Tanks – Installation Plan

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 B6. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B6.

#### E2. GOODS

E2.1 The Contractor shall supply methanol in accordance with the requirements hereinafter specified.

- (a) Except as otherwise specified, methanol shall meet or exceed the requirements of ASTM D1152-06 Standard Specification for Methanol (Methyl Alcohol).
- (b) Notwithstanding 3.1 of said Standard, the test for colour will not be required.
- (c) Further to 3.1 of said Standard, the optional test for odour will not be required.
- (d) Further to 6.1 of said Standard, methanol shall be delivered in bulk trucks.

E2.1.1 Unless otherwise approved by the Contract Administrator, test methods and procedures shall be in accordance with the requirements of ASTM D1152-06.

#### E3. CONSTRUCTION

E3.1 Throughout the duration of this Contract, construction may be occurring at the WPCCs. During construction the City shall inform the Contractor in advance when the loading and unloading sites are not accessible and hauling must be suspended or rescheduled.

E3.2 Changes in traffic flow and traffic volume may also occur as a result of construction in and around the WPCCs, for which no compensation will be made.