



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 14-2011

**SUPPLY AND INSTALLATION OF AN AUTOMATED ANALYZER FOR
BIOCHEMICAL OXYGEN DEMAND / DISSOLVED OXYGEN**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 SUPPLY AND INSTALLATION OF AN AUTOMATED ANALYZER FOR BIOCHEMICAL OXYGEN DEMAND / DISSOLVED OXYGEN

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, April 29, 2011.
- 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 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.
- B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals 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 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 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 sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he 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 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 B18.1.

- 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 B7.6, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B18.1(a).

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
 - (b) Form B: Prices;
 - (c) Instrument and Software Demonstration in accordance with B11.1;
 - (d) References
- 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 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.
- B7.3.1 Bidders should submit one (1) unbound original (marked "original") and one (1) copy.
- B7.4 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.
- B7.4.1 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.
- B7.5 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.6 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 B18.1(a).
- B7.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.8 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 own name, his 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 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 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 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.

B9.1.2 Prices on Form B: Prices shall not include the Manitoba Association for Resource Recovery Corporation (MARRC) Environmental Handling Charge (EHC) 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 Proposals.

B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B10. REFERENCES

B10.1 The Bidder shall provide a list of at least five (5) suitable references where the instrument is specifically being used in a comparable laboratory setting. All references shall be supplied with full contact information (i.e. Company Name, Contact Person, telephone number and email address).

B11. INSTRUMENT AND SOFTWARE DEMONSTRATION

B11.1 The Bidder shall demonstrate a fully functional instrument.

B11.1.1 The demonstration shall be presented on high quality audio/video recording like a DVD or by USB memory stick.

B11.2 The Instrument and Software Demonstration should validate the equipment's capabilities relative to the mandatory requirements and desirable features indicated in E2.

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 <http://www.winnipeg.ca/matmgt/debar.stm>

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.

B12.6 Bidders shall provide, within three (3) Business Days of a request by the Contract Administrator a description of the Bidder's service facility including, but not limited to, number of qualified service staff, years of service experience, and general service capabilities.

B13. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B13.1 Proposals will not be opened publicly.
- B13.2 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>
- B13.3 To the extent permitted, the City shall treat all Proposals 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.

B14. IRREVOCABLE OFFER

- B14.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B14.2 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.

B15. WITHDRAWAL OF OFFERS

- B15.1 A Bidder may withdraw his Proposal 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 Proposal 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: 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.
- B15.1.3 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 B15.1.3(b), declare the Proposal withdrawn.
- B15.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer 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. INTERVIEWS

- B16.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

B17. NEGOTIATIONS

- B17.1 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.
- B17.2 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.
- B17.3 If, in the course of negotiations pursuant to B17.2 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.

B18. EVALUATION OF PROPOSALS

- B18.1 Award of the Contract shall be based on the following evaluation criteria, pursuant to E2:
- (a) compliance by the Bidder with the requirements of the Request for Proposal or acceptable deviation therefrom:
 - (i) mandatory requirements pass/fail;
 - (ii) desirable features (instrument demonstration) 45%
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9.3:
 - (i) mandatory qualifications pass/fail;
 - (c) References 25%
 - (d) Total Bid Price 30%;
 - (e) economic analysis of any approved alternative pursuant to B6.
- B18.2 Further to B18.1(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.
- B18.2.1 Further to B18.1(a)(i), the Instrument and Software Demonstration will be used in the evaluation of the equipment's compliance with the mandatory technical requirements.
- B18.2.2 Further to B18.1(a)(ii), the Instrument and Software Demonstration will be used in the evaluation to determine the degree to which the equipment complies with the desirable features identified in the RFP.
- B18.3 Further to B18.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal, in other information required to be submitted, during interviews or in the course of reference checks, that he is responsible and qualified.
- B18.4 Further to B18.1(c), References will be evaluated considering the information provided by references and the extent to which the reference applications are comparable to the City's requirements.
- B18.5 Further to B18.1(d), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B18.5.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.

- B18.5.2 Further to B18.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B18.6 This Contract will be awarded as a whole, with the provision that the City reserves the right not to purchase Item 11, the Extended Warranty.
- B18.7 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B18.1(a) and B18.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B19. AWARD OF CONTRACT

- B19.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B19.2 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.
- B19.2.1 Without limiting the generality of B19.2, 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.
- B19.3 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 B18.
- B19.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Proposal upon written request to the Contract Administrator.

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

A reference in the 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 supply and installation of an Automated Analyzer for Biochemical Oxygen Demand / Dissolved Oxygen..

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

- (a) Supply and installation of the equipment
- (b) Supply and installation of a computer and all required software;
- (c) Run/analyze initial real samples and standards for method performance evaluation;
- (d) In-house training of analysts using and familiar with BOD/Dissolved Oxygen analyzers and method.

D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) "**mg/L**" means milligrams per litre;
- (b) "**Method**" means a recognized and published method based on Standard Methods for The Determination of Water and Wastewater or an EPA method;
- (c) "**MDL**" means Minimum Detectable Limits;
- (d) "**BOD**" means biochemical oxygen demand. The oxygen demand measured is the sum of carbonaceous and nitrogenous demands;
- (e) "**Seed**" means a population of microorganisms capable of oxidizing the biodegradable organic matter in a sample. Un-disinfected effluents from biological waste treatment plants contain satisfactory microbial populations;
- (f) "**Dilution**" means reducing the concentration of an analyte using deionized water or a solvent;
- (g) "**DO**" means the amount of dissolved oxygen in a sample;
- (h) "**LDO**" means luminescent dissolved oxygen;
- (i) "**CBOD**" means carbonaceous biochemical oxygen demand. If an inhibiting chemical is used, the results are due to carbonaceous demand;
- (j) "**LIMS**" means Laboratory Information Management System (database);
- (k) "**QA**" means Quality Assurance;
- (l) "**QC**" means Quality Control;
- (m) "**GGA**" means Glucose Glutamic Acid, a standard solution used to assess the effectiveness of a seed in the BOD test;
- (n) "**EPA**" means United States Environmental Protection Agency;
- (o) "**GLP**" means good laboratory practices, which refers to a system of management controls for laboratories to ensure the consistency and reliability of results.

D4. CONTRACT ADMINISTRATOR

- D4.1 The Contract Administrator is:
Steve Fletcher
Water and Waste Department
2230 Main Street
Winnipeg MB R2V 4T8
Telephone No.: (204) 986-4752
Facsimile No.: (204) 986-4809

D5. NOTICES

- D5.1 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. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

- D6.1 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.
- D6.2 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Contract Administrator.
- D6.3 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.

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.

SCHEDULE OF WORK

D8. COMMENCEMENT

- D8.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D8.2 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;

- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D9. DELIVERY

- D9.1 Goods shall be delivered within sixty (60) Calendar Day(s) of the award of Contract, f.o.b. destination, freight prepaid to:
Steve Fletcher
Water and Waste Department
2230 Main Street
Winnipeg MB R2V 4T8
- D9.2 The Contractor shall confirm each delivery with the Contract Administrator or his/her designate, at least two (2) Business Days before delivery.
- D9.3 Goods shall be delivered between 8:30 a.m. and 4:30 p.m. on Business Days.
- D9.4 The Contractor shall be responsible for all freight costs associated with the delivery and return of the equipment.

MEASUREMENT AND PAYMENT

D10. INVOICES

- D10.1 Further to C10, the Contractor shall submit an invoice for each order
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
- D10.2 Invoices must clearly indicate, as a minimum:
 - (a) the City's purchase order number;
 - (b) date of delivery;
 - (c) delivery address;
 - (d) type and quantity of goods delivered;
 - (e) the amount payable with GST and MRST shown as separate amounts; and
 - (f) the Contractor's GST registration number.
- D10.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D10.4 Bids Submissions must be submitted to the address in B7.8.

D11. PAYMENT

- D11.1 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D12. PAYMENT SCHEDULE

- D12.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D13. WARRANTY

- D13.1 Warranty is as stated in C11.
- D13.1 Notwithstanding C11, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter unless extended pursuant to C11.2, in which case it shall expire when provided for there under.
- D13.2 For the purpose of warranty repairs, the Contractor shall have an authorized service facility. The facility, or a portion thereof, shall be dedicated to the service and maintenance of the type equipment being offered.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.

E2. GOODS

- E2.1 The Contractor shall supply and install an Automated Analyzer System for Biochemical Oxygen Demand/Dissolved Oxygen in accordance with the requirements hereinafter specified. The instrument is of compact and modern design consisting of an automated sampler, BOD oxygen measure probe, racks, caps, pumps for the addition of dilution water, seed and nutrients; a desktop computer, and instrument software for remote operation. The instrument shall be supplied with all communication and power cables, which interfaces with the desktop computer and software. The instrument and the analytical methods shall be based on Standard Methods for the Examination of Water and Wastewater 5210 B. 5-Day BOD Test.
- E2.2 Item No. 1 – The Automatic Sampler shall be (mandatory):
- (a) Compatible and integrated with a YSI 5100 Dissolved Oxygen Meter;
 - (b) Configured to handle and operate the YSI 5010 Self Stirring BOD Probe;
 - (c) Equipped with a built-in removable sample rack/tray configured to handle a run of ninety (90) sixty (60) mL or three hundred (300) mL Wheaton BOD bottles unattended (i.e., without operator intervention);
 - (d) Configured to provide a "water seal" when automatically capping or uncapping the sixty (60) mL or three hundred (300) mL Wheaton BOD bottles using custom stoppers;
 - (e) Supplied with the necessary set of communication cables;
 - (f) Supplied with reagent tubing, needles or syringes used to dispense chemicals and reagents;
 - (g) Supplied with a water overflow tray located beneath the sample rack;
 - (h) CSA (Canadian Standard Association) certified; acceptable prior to shipping;
 - (i) Equipped with a power supply of 120V, 50/60 Hz;
 - (j) Supplied with a documented method specific to this equipment for the determination of DO and BOD in water and waste water compliant with "Standard Methods for the Examination of Water and Wastewater 5210 B. 5-Day BOD Test". This method will include the preparation of all reagents, sample preparation, instrument set-up conditions, maintenance, and method performance data such as precision, accuracy, range, and reproducibility/repeatability; and
 - (k) Supplied with instruction manual that includes a routine maintenance schedule.
- E2.3 Item No. 1 – Automatic Sampler should be (desirable):
- (a) Configured to handle and work with sixty (60) mL and three hundred (300) mL Wheaton BOD bottles;
 - (b) Equipped with an automatic capping and uncapping of sixty (60)mL, with option for using three hundred (300) mL Wheaton BOD bottles using custom stoppers;
 - (c) Capable of mixing or homogenizing samples independently and in conjunction with measurement of the dissolved oxygen;

- (d) Operated and completely controlled remotely by the instrument software, with the ability to pause, restart from any sample point or add samples to the run;
 - (e) Capable of rinsing probe and stirrer between each sample or reading;
 - (f) Constructed as “xyz” design with a physical dimension not exceeding twenty-eight (28”) inch x thirty-three (33”) inch x fifty-seven (57”) inch's (H x D x W); and
 - (g) Capable of adding / upgrading to multi-parameter analysis such as pH, turbidity, etc.
- E2.4 Item No. 2 – Desktop Computer shall be (mandatory):
- (a) Windows XP (2000, Vista, 7 ready) software compliant operating system;
 - (b) Include a 21” LCD wide screen monitor;
 - (c) RS232 Interface board and cable;
 - (d) Include a minimum of two (2) USB ports;
 - (e) Include a network card;
 - (f) Supplied with all power and communication cables;
 - (g) CSA (Canadian Standard Association) certified; acceptable prior to shipping; and
 - (h) Equipped with a power supply of 120V, 50/60 Hz.
- E2.5 Item No.2 – Desktop Computer should be (desirable):
- (a) Capable of communicating with the instrument software.
- E2.6 Item No. 3– Instrument Software shall be (mandatory):
- (a) Compatible with Windows XP, 2000, Vista, 7 and installed on Item No. 2;
 - (b) Programmed to operate with YSI (Yellow Springs International) Model 5100 Dissolved Oxygen Meter; and
 - (c) Issued and licensed to the buyer.
- E2.7 Item No. 3– Instrument Software shall be (desirable):
- (a) Capable of performing BOD and CBOD calculations compliant with Standard Methods for the Examination of Water and Wastewater or customized methods including blank correction, seed factor correction, seed dilution correction, sample dilution correction and depletion;
 - (b) Capable of reprogramming the sequence and timing of events and procedures;
 - (c) Capable of creating, storing, and loading user defined work list templates (or sample groups), with pre-defined sample dilutions, allowing for quick setup of samples in routine operation;
 - (d) Capable of direct data transfer, importing/exporting to Microsoft Access Database (LIMS) and MS Excel Template or CSV (NO INTERMEDIATE SOFTWARE);
 - (e) Capable of automatically alerting (visual and/or audible) the user analyst to manually cap/uncap bottles and change racks after a sample tray of bottles has been completed;
 - (f) Capable changing the BOD bottle volumes from sixty (60) mL to three hundred (300) mL, and vice-versa.;
 - (g) Capable of reading and recording initial dissolved oxygen values prior to capping and final dissolved oxygen values after uncapping and automatic temperature compensation;
 - (h) Capable of recording the sample temperature with each oxygen reading;
 - (i) Capable of BOD and CBOD analysis in the same run;
 - (j) Capable of changing dilution unit (mL, %, etc);
 - (k) Capable of utilizing an overnight scheduler to run at least ninety (90) samples unattended overnight (i.e., without operator intervention);

- (l) Capable of performing/tracking up to five (5) dilutions per sample and at least two (2) bottles per dilution;
- (m) Capable of identifying samples marked as CBOD, on-screen and on the reports;
- (n) Capable of retaining, saving and loading pre-defined batch runs with user specified sample dilutions;
- (o) Capable of providing, retaining or exporting quality control data for each sample tested;
- (p) Capable of allowing for multiple sample identification fields for both numeric and/or text fields;
- (q) Capable of extending work list up to a minimum of three hundred (300) bottles (one hundred (100) samples), after finalizing each sample tray;
- (r) Capable of the addition of bottles/racks and work list extension during run;
- (s) Capable of alerting the operator via audio/visual alarm to change trays during a run;
- (t) Capable of creating user definable print report;
- (u) Capable of password protection and allowing for access of authorized users only;
- (v) Capable of audit trail;
- (w) Capable of automatic back up of raw and calculated data meeting GLP requirements after run completion;
- (x) Perform auto-calibration using the air saturation method;
- (y) Capable of maintaining a QC database for GGA's, blanks, duplicates, seed control etc. with charting or trending capabilities;
- (z) Capable of automatic start-up and shut-down;
- (aa) Capable of automatic sample result averaging applying pre-defined criteria;
- (bb) Capable of user definable data entry fields;
- (cc) Capable of flagging and extracting samples that exceed user defined QA guidelines or control limits;
- (dd) Capable of flagging noisy or drifting DO measurements and determining linearity of a dilution set;
- (ee) Capable of auto-recognition of sample rack and position;
- (ff) Capable of re-processing data after BOD/CBOD set has been closed or have an off-line data processing feature; and
- (gg) Capable of running manually (without auto-sampler) in the event of a service concern.

E2.8 Item No. 4 – Dilution and Seed Pumps shall be (mandatory):

- (a) Equipped with all communication cables, RS232 or USB;
- (b) Equipped with the necessary supply of reagent tubing;
- (c) Equipped with level detection sensor (dilution pump only);
- (d) Calibrated to a traceable SI unit (Calibration Certificate for delivery of volume);
- (e) CSA (Canadian Standard Association) certified; acceptable prior to shipping; and
- (f) Equipped with a power supply of 120V, 50/60 Hz.

E2.9 Item No. 4 – Dilution and Seed Pumps shall be (desirable):

- (a) Constructed in a compact, integrated or modular design in order to minimize bench space.

E2.10 Item No. 5 – Nutrient Pump shall be (mandatory):

- (a) A piston operated syringe capable of dispensing increments of 0.01 millimetres (10 micro litres) and supplied with a certificate of calibration by an ISO 17025 Accredited Calibration Laboratory;

- (b) Supplied with two (2) ten (10) millimetre glass syringe, one (1) on the unit and the other as a spare;
 - (c) Equipped with all communication cables, RS232 and USB and controlled via the software;
 - (d) Equipped with the necessary supply of reagent tubing;
 - (e) Calibrated to a traceable SI unit (Calibration Certificate for delivery of volume);
 - (f) CSA (Canadian Standard Association) certified; acceptable prior to shipping; and
 - (g) Equipped with a power supply of 120V, 50/60 Hz.
- E2.11 Item No. 5 – Nutrient Pump should be (desirable):
- (a) Constructed in a compact, integrated or modular design in order to minimize bench space utilized.
- E2.12 Item No. 6 – Sample Racks shall be (mandatory):
- (a) A quantity of fifteen (15) racks (three (3) per day);
 - (b) Resistant to corrosion from water and weak acids;
 - (c) Autoclavable;
 - (d) Stackable; and
 - (e) Ergonomic in design, so the user can easily pick up and transport a full tray.
 - (f) The weight of a full tray (assuming three hundred (300) mL glass bottles) shall not exceed forty (40) pounds.
- E2.13 Item No. 6 – Sample Racks should be (desirable):
- (a) Designed to hold sixty (60) mL or three hundred (300) mL BOD bottles; and
 - (b) Bar-coded, tagged or uniquely identified and automatically recognized by the software.
- E2.14 Item No. 7 – Consumable items shall include but not be limited to (mandatory):
- (a) Reagent lines (tubing), in sufficient quantity to last one (1) year when replaced according to manufacturer's written maintenance schedule;
 - (b) Seals and o-rings (if applicable);
 - (c) Reagent bottles, one (1) two (2) for each reagent pump;
 - (d) Tool kit (if necessary); and
 - (e) Seven hundred (700) caps to fit sixty (60) mL Wheaton Bottles.
- E2.15 Item No. 8 – The installation of the equipment shall be (mandatory):
- (a) Scheduled at a time acceptable to the Contract Administrator;
 - (b) Performed by qualified personnel with an instrumentation or science degree or equivalent education acceptable to the Contract Administrator. Proof of qualification shall be provided in electronic or paper copy prior to commencement;
 - (c) Started and completed within five (5) Working Days except where the City of Winnipeg is the cause of delay, planned or unplanned;
 - (d) Consisted of the complete installation and working of an Automated BOD Analyzer System, including the auto-sampler, dilution pump, rinse pump, seed pump, and inhibitor pump, barcode scanner, computer and software;
 - (e) Included with a certificate of calibration, traceable to a standard international unit for all measurement devices supplied with or built-in the equipment. This includes a temperature calibration certificate for any temperature measurement device; and
 - (f) Included with a final evaluation report/statement of qualification (fit for use) based on the analysis of quality control samples to determine the instrument range, instrument MDL, precision and repeatability. If these performance standards are already documented and

available from the manufacturer, then the vendor must demonstrate compliance with the stated quality control specifications via the same process/analysis.

E2.16 Item No. 9– The Training shall be (mandatory):

- (a) Scheduled at a time acceptable to the Contract Administrator;
- (b) Performed on-site by personnel with a science degree or equivalent education acceptable to the Contract Administrator. Proof of qualification shall be supplied in electronic or paper copy prior to commencement;
- (c) Included with an operator's manual with instrument set-up procedures;
- (d) Included with a parts and service manual, including preventative maintenance schedules for the life of the instrument;
- (e) Included with equipment calibration and analysis of quality control samples and wastewater/water samples; and
- (f) Included with a written evaluation (proof) of analyst competency after completion of the training.
- (g) Included with instrument and software demonstration(s)

E2.17 Item No. 10 - The Manufacturer's Technical Support shall be (mandatory):

- (a) Available through a toll free line for any future support regarding any issues/concerns/questions that may arise regarding the Automated BOD Analyzer System at no extra cost;
- (b) Staffed with qualified personnel that will respond (call back) within forty eight (48) hours of contact regarding technical problems or concerns; and
- (c) Available to troubleshoot technical problems or provide answers to questions or concerns that may arise or provide sufficient information and instructions for the buyer to do so.

E2.18 Item No. 11 – Extended Warranty shall be (mandatory):

- (a) In addition to the Warranty provided in accordance with D13;
- (b) A three (3) year extension of the original manufacturer's warranty on defective parts, workmanship and installation, the cost of which would be added to the Contract price.