



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 474-2011

**SUPPLY AND DELIVERY OF WIRELESS PORTABLE AREA VELOCITY SEWER
FLOW METERS RATED FOR USE IN CLASS 1 ZONE 2 HAZARDOUS LOCATIONS**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 SUPPLY AND DELIVERY OF WIRELESS PORTABLE AREA VELOCITY SEWER FLOW METERS RATED FOR USE IN CLASS 1 ZONE 2 HAZARDOUS LOCATIONS

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, August 2, 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 B19.

- B6.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B6.10 Notwithstanding B6.2 to B6.9 and in accordance with B7.7, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B19.1(a).

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
 - (b) Form B: Prices;
- B7.2 The Proposal should also consist of the following components:
- (a) Technical Data;
 - (b) Supplier Support Plan;
 - (c) Economic Analysis of Rechargeable Batteries Versus Disposable Batteries.
- B7.3 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.4 All components of the Proposal shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4.1 Bidders should submit one (1) unbound original (marked "original") and three (3) copies.
- B7.5 The Proposal Submission shall be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B7.5.1 Samples or other components of the Proposal Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.
- B7.6 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Request for Proposal document, including the General Conditions, will be evaluated in accordance with B19.1(a).
- B7.8 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.9 Proposals shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B8. PROPOSAL

- B8.1 The Bidder shall complete Form A: Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his 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 Further to B19.2, the Bidder has the option of bidding on either Items 9 and 10 OR Item 11 depending on if the Bidder is providing rechargeable batteries or disposable batteries in their proposal.

B9.4 Further to B9.3 If the Bidder is bidding disposable batteries they must complete the Approximate Quantity column for Item 11 on Form B: Prices.

B9.5 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. QUALIFICATION

B10.1 The Bidder shall:

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

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

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

B10.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);

B10.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B10.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B11. TECHNICAL DATA

B11.1 The Bidder should provide the specifications of the proposed products in their proposal.

B11.2 The Bidder should provide the City the use of software and one (1) demo flow meter for installation into a sewer for testing at no expense to the City. The demo flow meter will be installed by City staff for a maximum two (2) week trial period before awarding the Contract.

B12. SUPPLIER SUPPORT PLAN

- B12.1 The Bidder should provide a detailed outline of the support provided for the proposed products in their proposal.
- B12.2 The Bidder should outline the Quality Assurance/Quality Control procedure used by the manufacturer to ensure product compliance.
- B12.3 The Bidder should outline the anticipated level of support provided for the flow meters:
- (a) initial training and setup;
 - (b) troubleshooting;
 - (c) failure or malfunction of equipment;
 - (d) support for equipment and software queries.

B13. ECONOMIC ANALYSIS OF RECHARGEABLE BATTERIES VERSUS DISPOSABLE BATTERIES

- B13.1 The Bidder's that are bidding disposable batteries should provide the City an outline of the cost to operate the flow meter with disposable batteries over the course of a five (5) year span. The outline should take into account the life expectancy during summer and winter conditions with daily (once per day) modem uploads. The Bidder should state the type of battery capacity (mAh) used in their outline.
- (a) 6 month Summer Conditions – 5 minute flow meter logging intervals;
 - (b) 6 month Winter Conditions – 15 minute flow meter logging intervals under -20°Celsius weather.

B14. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B14.1 Proposals will not be opened publicly.
- B14.2 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>
- B14.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal 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.

B15. IRREVOCABLE OFFER

- B15.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B15.2 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.

B16. WITHDRAWAL OF OFFERS

- B16.1 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.
- B16.1.1 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.

B16.1.2 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.

B16.1.3 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 B16.1.3(b), declare the Proposal withdrawn.

B16.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B15.2 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.

B17. INTERVIEWS

B17.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

B18. NEGOTIATIONS

B18.1 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.

B18.2 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.

B18.3 If, in the course of negotiations pursuant to B18.2 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.

B19. EVALUATION OF PROPOSALS

B19.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Request for Proposal, or acceptable deviation therefrom:
 - (i) mandatory requirements (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10:
 - (i) mandatory qualifications (pass/fail);
- (c) Total Bid Price 55%;
- (d) Technical Data (pass/fail);
- (e) Supplier Support Plan 40%;
- (f) economic analysis of rechargeable batteries versus disposable batteries over a five (5) year span 5%;
- (g) economic analysis of any approved alternative pursuant to B6.

- B19.2 Further to B19.1(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.
- B19.3 Further to B19.1(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.
- B19.4 Further to B19.1(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.
- B19.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.
- B19.4.2 Further to B19.1(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.
- B19.4.3 Bids with Flow Meters that use disposable batteries will be evaluated using a life cycle cost analyses.
- B19.5 Further to B19.1(d), Technical Data shall be evaluated considering the information provided in response to B7.2(a) and B11.1.
- B19.6 Further to B19.1(e), Supplier Support Plan shall be evaluated considering the information provided in response to B7.2(b) and B12.1.
- B19.7 Further to B19.1(f), the disposable battery outline will be evaluated considering the information provided in response to B7.2(c) and B13.
- B19.8 This Contract will be awarded as a whole.
- B19.9 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B19.1(a) and B19.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B20. AWARD OF CONTRACT

- B20.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B20.2 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.
- B20.2.1 Without limiting the generality of B20.2, 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.

- B20.3 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 B19.
- B20.4 Notwithstanding C4 and Paragraph 6 of Form A: Proposal, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B20.5 The Contract Documents, as defined in C1.1(n) (ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for the Supply of Goods* (Revision 2008 05 26) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Supply of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 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 delivery of portable area velocity sewer flow meters and wireless telemetry modems rated for Class 1 Zone 2 hazardous locations complete with software, mounting hardware and battery chargers for the period of one (1) year from date of award, with the option of two (2) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within sixty (60) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

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

D2.1.3 The City intends to purchase, upon award of Contract pursuant to E3, the following:

- (a) ten (10) wireless portable area velocity sewer flow meters rated for Class 1 Zone 2 hazardous locations;
- (b) one (1) flow meter software;
- (c) four (4) flow meter software user licenses;
- (d) two (2) battery chargers for the flow meter, if it is in the City's best interest;
- (e) three (3) additional sets of rechargeable batteries for the flow meter, if it is in the City's best interest;
- (f) twelve (12) velocity sensors rated for Class 1 Zone 2 hazardous locations; lengths (10 or 15 metre lengths) to be determined by Contract Administrator;
- (g) twelve (12) level sensors rated for Class 1 Zone 2 hazardous locations; lengths (10 or 15 metre lengths) to be determined by Contract Administrator;
- (h) three (3) direct connect barrier communication cables rated for Class 1 Zone 2 hazardous locations;
- (i) ten (10) five-year cellular data plans complete with web hosting or suitable alternative.

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

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

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

D2.3 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that monies have been approved for work up to and including December 31, 2011.

D2.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice

by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) **"Hazardous Location"** is defined by the Canadian Electrical Code as premises, buildings or parts thereof in which there exists the hazard of fire or explosion due to highly flammable gases and/or flammable, volatile liquid mixtures that are manufactured, used or stored in other than the original containers;
- (b) **"Class I" – Gas and Vapour Environments"** means locations which are deemed hazardous due to the presence of gases or vapours that are present in the air in a sufficient quantity to produce explosive or ignitable mixtures. Locations identified as Class I require that enclosures and connectors be explosion-proof.
- (c) **"Zone 2"**— Class I locations in which:
 - (i) explosive gas atmospheres are not likely to occur in normal operation and if they do occur they will exist for a short time only; or
 - (ii) flammable volatile liquids, flammable gases or vapours are handled, processed, or used, but in which liquids, gases or vapours are normally confined within closed containers or closed systems from which they can escape only as a result of accidental rupture or breakdown of the containers or systems or the abnormal operation of the equipment by which the liquids or gases are handled, processed or used; or
 - (iii) explosive gas atmospheres are normally prevented by adequate ventilation by which may occur as a result of failure or abnormal operation of the ventilation system; or
 - (iv) the location is adjacent to a Class I, Zone 1 location from which explosive gas atmospheres could be communicated, unless such communication is prevented by adequate positive-pressure ventilation from a source of clean air, and effective safeguards against ventilation failure are provided.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Ho Lau, C.E.T.
Technologist II
110 – 1199 Pacific Avenue
Winnipeg, Manitoba R3E 3S8
Email: hlau@winnipeg.ca
Telephone No.: (204) 986-5418
Facsimile No.: (204) 224-0032

D5. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

- D5.1 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.
- D5.2 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.
- D5.3 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.

D6. NOTICES

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

The City of Winnipeg
Chief Financial Officer
Facsimile No.: (204) 949-1174

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

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

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 forty-five (45) Calendar Day(s) of the placing of an order, f.o.b. destination, freight prepaid to:

Ho Lau
Water and Waste Department
110-1199 Pacific Avenue

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 off-load goods as directed at the delivery location.

D10. LIQUIDATED DAMAGES

D10.1 If the Contractor fails to achieve delivery of the goods within the time specified in D9.1 or a mutually agreed upon date at the time of award, the Contractor shall pay the City fifty dollars (\$50) per flow meter per Calendar Day for each and every Calendar Day until the goods have been delivered.

- D10.2 The amount specified for liquidated damages in D10.1 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.
- D10.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

MEASUREMENT AND PAYMENT

D11. INVOICES

- D11.1 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
- D11.2 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.
- D11.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D11.4 Bids Submissions must be submitted to the address in B7.9.

D12. PAYMENT

- 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.
- D12.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D13. WARRANTY

- D13.1 Further to C11, if a defect or deficiency prevents the full and normal use or operation of the Work or any portion thereof, for purposes of calculating the warranty period, time shall be deemed to cease to elapse for the defective or deficient portion, and for any portion of the Work whose use or operation is prevented by such defect or deficiency, as of the date on which the defect or deficiency is observed or the use or operation is prevented and shall begin to run again when the defect or deficiency has been corrected or the Work may be used or operated to the satisfaction of the Contract Administrator.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

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

E2. GOODS

- E2.1 The Contractor shall supply and deliver the wireless portable area velocity sewer flow meters in accordance with the requirements hereinafter specified.
- E2.2 Item No. 1 – Wireless Portable Area Velocity Flow Meters shall be in accordance with the Canadian Electrical Code (C.E.C.), Part 1, Section 18 – Hazardous Locations regarding Class 1 Zone 2.
- E2.2.1 The Flow Meter shall use pulse wave Doppler or continuous wave Doppler technology.
- E2.2.2 One (1) user manual shall be included per flow meter.
- E2.2.3 The Flow Meter must come with a wireless telemetry modem rated for Class 1 Zone 2 hazardous locations.
- (i) The wireless modem antenna must be installed within the manhole.
- E2.2.4 The Flow Meter shall have alarm dial-out capabilities either by SMS text messaging or internet.
- E2.2.5 The Flow Meter and Wireless Modem enclosure must be able to withstand surcharged conditions within the sewer and meet the minimum environmental protection standards for NEMA 6, IP67 or equivalent rating.
- E2.2.6 The Flow Meter shall come equipped with either rechargeable or disposable batteries. The bidder shall state which type of batteries the flow meter requires.
- E2.2.7 The supplier shall provide on-site training for the installation and use of the flow meters and software at no cost to the City of Winnipeg.
- E2.3 Item No. 2 – Velocity Sensors rated for class 1 zone 2 hazardous locations shall be compatible with the flow meters.
- (i) The Velocity Sensor shall meet the environmental protection standards for IP68 or equivalent rating.
- E2.4 Item No. 3 – Level Sensors rated for class 1 zone 2 hazardous locations shall be compatible with the flow meters.
- (i) The Level Sensor shall meet the environmental protection standards for IP68 or equivalent rating.
- E2.5 Item No. 4 – Flow Meter Software shall be the software needed to operate and analyse the data gathered by the wireless portable area velocity flow meters.
- E2.6 Item No. 5 – Software User Licenses shall be the user licenses for the flow meter software.
- E2.7 Item No. 6 – Five (5) Year Cellular Data Plan Complete with Web Hosting or approved substitute in accordance with B6.
- E2.8 Item No. 7 – Direct Connect Barrier Communication Cable rated for class 1 zone 2 hazardous locations shall be compatible with the flow meter and have laptop connectivity.

- E2.9 Item No. 8 – Sensor Mounting Hardware shall be the hardware necessary for mounting the velocity sensor and level sensor in the sewer.
- E2.10 Item No. 9 – Battery Charger for the flow meter shall be compatible with the rechargeable batteries supplied with the flow meter.
- E2.11 Item No. 10 – Additional Rechargeable Batteries for the flow meter shall be compatible with the battery charger.
- E2.12 Item No. 11 – Disposable Batteries shall be compatible with the flow meter.

E3. PERFORMANCE SPECIFICATIONS

- E3.1 Upon successful award of Contract the Contractor shall comply with the following:
- (a) each flow meter purchased shall undergo a two (2) week testing period in a typical sewer flow monitoring application;
 - (b) should the unit failure rate exceed 10%, that is, if more than one (1) unit has been deemed to have a malfunction, be it hardware or software, the Contract will be cancelled. All units will then be returned for a full refund.