



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 419-2014**

**SUPPLY AND INSTALLATION OF TOTAL ORGANIC CARBON-TOTAL NITROGEN  
ANALYZER**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 SUPPLY AND INSTALLATION OF TOTAL ORGANIC CARBON-TOTAL NITROGEN ANALYZER

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, August 7, 2014.

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

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

### **B3. SITE INVESTIGATION**

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

B3.2 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

### **B4. ENQUIRIES**

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

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

B4.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

### **B5. CONFIDENTIALITY**

B5.1 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.

B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

## **B6. ADDENDA**

B6.1 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.

B6.2 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.

B6.2.1 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>

B6.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B6.3 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.

## **B7. SUBSTITUTES**

B7.1 The Work is based on the materials, equipment, methods and products specified in the Request for Proposal.

B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least ten (10) Business Days prior to the Submission Deadline.

B7.4 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.

B7.5 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.

- B7.6 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.
- B7.6.1 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.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 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 B19.
- B7.9 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.
- B7.10 Notwithstanding B7.2 to B7.9 and in accordance with B8.7, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B19.1(a).

## **B8. PROPOSAL SUBMISSION**

- B8.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
  - (b) Form B: Prices.
- B8.2 The Proposal should also consist of the following components:
- (a) Instrument and Software Demonstration in accordance with B11;
  - (b) Experience of Bidder and Subcontractors in accordance with B12.
- B8.3 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.4 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.
- B8.4.1 Bidders should submit one (1) unbound original (marked “original”) and one (1) copy.
- B8.5 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.
- B8.5.1 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.
- B8.6 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.7 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).
- B8.8 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

**B8.9** Proposals shall be submitted to:  
The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1

**B9. PROPOSAL**

**B9.1** The Bidder shall complete Form A: Proposal, making all required entries.

**B9.2** Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

**B9.2.1** If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

**B9.3** 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.

**B9.4** Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:

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

**B9.4.1** The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

**B9.5** 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.

**B10. PRICES**

**B10.1** The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

**B10.1.1** 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.

B10.1.2 Prices on Form B: Prices shall not include Environmental Handling Charges (EHC) or fees, which shall be extra where applicable.

B10.2 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.

B10.3 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.

B10.4 Where applicable to the Request for Proposal, payments for services to Non-Resident Bidders are subject to a Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

#### **B11. INSTRUMENT AND SOFTWARE**

B11.1 The Bidder should provide information detailing a fully functional instrument and software in as indicated in E2.

#### **B12. EXPERIENCE OF BIDDER AND SUBCONTRACTORS**

B12.1 The bidder should provide a list of a minimum of five (5) examples of supply and installation of Work similar in size and scope where the instrument is specifically being used in a comparable laboratory setting.

B12.2 For each example the Bidder should include:

- (a) Company Name;
- (b) Contact Person;
- (c) Telephone Number; and
- (d) Email Address.

#### **B13. QUALIFICATION**

B13.1 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.

B13.2 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>

- B13.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
  - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
  - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
  - (d) provide proof satisfactory to the Contract Administrator the Security Clearances as identified in PART F - .

B13.4 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.

B13.5 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.

#### **B14. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B14.1 Proposals will not be opened publicly.

B14.2 After award of Contract, the names of the Bidders and the Contract amount of the successful Bidder will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B14.3 To the extent permitted, the City shall treat all Proposal as confidential, however the Bidder is advised that any information contained in any Proposal Submission may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

#### **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/her 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/her Proposal after the Submission Deadline but before his/her 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/her sole discretion, interview Bidders during the evaluation process.
- B17.2** The Bidder may be required at the request of the Contract Administrator to provide a live demonstration of the Goods.
- B17.2.1** The demonstration should be presented live, or by high quality audio/video recording, or by internet (i.e. webinar, seminar, webex, etc.).
- B17.2.2** The demonstration should be in a comparable laboratory setting.
- B17.2.3** The demonstration should validate the equipment's capabilities relative to the mandatory requirements and desirable features indicated in E2

## **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 B12 (pass/fail):
    - (i) mandatory qualifications (pass/fail);
  - (c) Total Bid Price (40%);
  - (d) Instrument and Software (40%);
  - (e) Experience of the Bidder and Subcontractors (20%);
  - (f) economic analysis of any approved alternative pursuant to B7.

- 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/her Proposal, in other information required to be submitted, during interviews or in the course of reference checks, that he/she 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 Further to B19.1(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.
- B19.5 Further to B19.1(d), Instrument and Software shall be evaluated considering the information submitted in response to B11.
- B19.6 Further to B19.1(e) Experience of the Bidder and Subcontractors shall be evaluated considering the information submitted in response to B12
- B19.7 This Contract will be awarded as a whole.
- B19.8 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.
- B19.9 Notwithstanding B19.1(a) to B19.1(b), where Bidders fail to provide a response to B11 and B12, the score of zero may be assigned to the incomplete part of the response.

## **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 may 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](http://www.winnipeg.ca/matmgt/gen_cond.stm)

C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Goods*.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

D1.1 In addition to the *General Conditions*, 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 Supply and Installation of Total Organic Carbon-Total Nitrogen Analyzer.

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 Supply and Installation of Total Organic Carbon – Total Nitrogen Analyzer and method.

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, 2014

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) "**Autosampler**" means a robotic sampler whereby the sample cups or tray is stationary and the sampling arm which aspirates the sample is mobile;
- (b) "**CLD**" means chemiluminescence detector, which detects and measures TN and/or NO<sub>3</sub>+NO<sub>2</sub> with high accuracy and short analysis time;
- (c) "**Dilution**" means reducing the concentration of an analyte using deionized water or a solvent;
- (d) "**DOC**" means dissolved organic carbon, as determined by pre-treating a sample by passing it through 0.45u filter followed by acidification and then measured by direct injection into the high temperature combustion furnace. The DOC is converted to carbon dioxide, which is then detected and measured by the NDIR;
- (e) "**ECD**" means electrochemical detector, which detects and measures TN and/or NO<sub>3</sub>+NO<sub>2</sub> with high accuracy and short analysis time;
- (f) "**EPA**" means United States Environmental Protection Agency;
- (g) "**GLP**" means good laboratory practices, which refers to a system of management controls for laboratories to ensure the consistency and reliability of results;
- (h) "**LIMS**" means Laboratory Information Management System (database);

- (i) "**MDL**" means Minimum Detectable Limits
- (j) "**Method**" means a recognized and published method based on Standard Methods for The Determination of Water and Wastewater or an EPA method;
- (k) "**mg/L**" means milligrams per litre;
- (l) "**NDIR**" means non-dispersive infrared detector;
- (m) "**NPOC**" means non-purgeable organic carbon as determined by acidification and purging of the sample, the POC is removed and NPOC remains in the sample, which is then measured by direct injection into the high temperature combustion furnace. The NPOC is converted to carbon dioxide, which is then detected and measured by the NDIR;
- (n) "**NO<sub>3</sub>+NO<sub>2</sub>**" means nitrate+nitrite, as determined by chemical reduction, where chemically bound nitrogen in a sample is converted to nitric oxide by oxidative pyrolysis and detected by CLD;
- (o) "**TKN**" means total kjeldahl nitrogen, as determined by automatic subtraction of NO<sub>3</sub>+NO<sub>2</sub> from TN (e.g., TKN = TN-NO<sub>3</sub>+NO<sub>2</sub>);
- (p) "**POC**" means purgeable organic carbon, as contained by acidification and purging of the sample, the POC is removed from the sample. NPOC remains in the sample, which is then measured by direct injection followed by catalytic oxidation of the sample at temperatures up to 950°C. The NPOC is converted to carbon dioxide, which is then detected and measured by the NDIR. POC could be determined by automatic subtraction of NPOC from TC (e.g., TC – NPOC);
- (q) "**QA**" means Quality Assurance;
- (r) "**QC**" means Quality Control;
- (s) "**TC**" means total carbon as determined by catalytic oxidation of the sample at temperatures up to 950°C, TC is converted to carbon dioxide gas, which is then detected and measured by the NDIR;
- (t) "**TIC**" means total inorganic carbon as determined by acidification and purging of the sample in TIC reactor converting the TIC to carbon dioxide gas, which is then detected and measured by the NDIR;
- (u) "**TOC**" means total organic carbon as determined by catalytic oxidation of the sample at temperatures up to 950°C. TOC is calculated by subtracting TIC from TC or if the POC concentration is negligible then TOC equals NPOC plus POC;
- (v) "**TN**" means total nitrogen as determined by catalytic oxidation of the sample at temperatures up to 950°C. TN is accurately measured by a CLD or ECD detector.

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

D4.1 The Contract Administrator is:

Steve Fletcher  
Supervisor of Analytical Services Branch

Telephone No.: 204 986-4752

Facsimile No.: 204 986-4809 Bids Submissions must be submitted to the address in B8.9.

#### **D5. NOTICES**

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

The City of Winnipeg  
Chief Financial Officer

Facsimile No.: 204 949-1174

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

- D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.
- D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D6.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
  - (b) the Contract, all deliverables produced or developed; and
  - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

**SUBMISSIONS**

**D7. AUTHORITY TO CARRY ON BUSINESS**

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

**SCHEDULE OF WORK**

**D8. COMMENCEMENT**

- D8.1 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.
- 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 placing of an order, f.o.b. destination, freight prepaid to:
- Steve Fletcher  
Water and Waste Department  
2230 Main Street  
Winnipeg MB
- D9.2 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, the Contractor shall pay the City Two Thousand Three Hundred and Seventy dollars (\$2370.00) 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](mailto: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, MRST, and any applicable environmental handling charges/fees identified and 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 B8.9.

### **D12. PAYMENT**

- D12.1 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

### **D13. PAYMENT SCHEDULE**

- D13.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

## **WARRANTY**

### **D14. WARRANTY**

- D14.1 Warranty is as stated in C11.

D14.2 Notwithstanding C11, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter, except where longer warranty periods are specified in the respective Specification sections, unless extended pursuant to C11.2 to C11.3, in which case it shall expire when provided for thereunder.

## **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 B7.

#### **E2. GOODS**

- E2.1 The Contractor shall supply a Total Organic Carbon/Total Nitrogen Analyzer based a combustion method in accordance with the requirements hereinafter specified:
- (a) The instrument should consist of a high temperature furnace, auto sampler, NDIR detector, TN detector for simultaneous determination of carbon and nitrogen; and
  - (b) consist of add-on module for total organic carbon analysis in solid samples such as soil, sediments and sludges, using software for remote operation with a computer workstation.
- E2.2 Item No. 1 - Automatic Sampler shall be:
- (a) capable of directly injecting samples;
  - (b) capable of stirring/homogenizing samples;
  - (c) equipped with a contamination free stirring/homogenizing device;
  - (d) equipped with an integrated rinse station and automatic needle rinse procedure to avoid cross contamination of samples;
  - (e) capable of aspirating high particulate liquid;
  - (f) capable of automatic acidification and purging of samples for NPOC analysis;
  - (g) capable of acidification and purging the following sample while analyzing the current one;
  - (h) capable of handling open or closed sample vials;
  - (i) auto calibration-uses a single stock solution and automatically will dilute final volumes thus eliminating multiple manual calibration standards;
  - (j) auto dilution-detects when a sample is out of range and will dilute it back to within the calibration range;
  - (k) equipped with a sample rack that accommodates upto one hundred fifty (150) samples and is operated and controlled remotely with the instrument software and be able to stop and restart from any sample point; and
  - (l) equipped with a power supply of 120v, 50/60 Hz.
- E2.3 Item No. 2 - Desktop Computer shall be
- (a) Windows 7 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.

E2.4 Item No. 3 - Instrument Software shall be:

- (a) able to run under Windows 7;
- (b) able to operate and control the auto-sampler, carrier gas flows, furnace temperature and the detectors;
- (c) equipped with template/worklist and allows all samples/standards to be selected individually or grouped for type analysis;
- (d) allows for automatic shutdown/start up for unattended analysis;
- (e) equipped with alarm functions with user definable alarm limits to enable unattended analysis;
- (f) allows for the modification (e.g., insertion/deletion) of sample positions during analysis run;
- (g) allow viewing of the calibration curve during the sample and calibration runs;
- (h) allows for analyte peak editing during or after analysis run;
- (i) automatically storing the data, method and instrument variables while the data was being acquired;
- (j) capable of data quality control management;
- (k) capable of monitoring drift and adjusting for it;
- (l) capable of pausing a run at any point then resuming from the same point;
- (m) capable of reprocessing the data under different instrument conditions; and
- (n) capable of exporting results in different formats to MS Excel or LIMS during/after analysis.

E2.5 Item No. 4 - Combustion Furnace shall be:

- (a) a TOC/TC/TIC/NPOC/TN Combustion Furnace;
- (b) capable of operating at least at 900 degrees or higher and be operated and controlled remotely with the instrument software; and
- (c) CSA approved prior to shipping.

E2.6 Item No. 5- Combustion Analyzer shall be:

- (a) capable of analyzing TOC/TC/TIC/NPOC/TN;
- (b) equipped with a non-dispersive infrared detector (NDIR) for the detection of carbon dioxide;
- (c) equipped with an electrochemical or chemiluminescent detector for the detection of nitrogen (E2.7);
- (d) have a measuring range up to 25,000 ppm for TOC/TC/TIC/NPOC and up to 300 ppm for TN;
- (e) equipped with a removable quartz combustion tube and platinum (or better) catalyst;
- (f) set up and optimized for analysis of TOC/TC/TIC/NPOC/TN in water and wastewater as in the vendor supplied method;
- (g) capable of automatic shutdown;
- (h) consuming a maximum of 300mL/min of carrier gas;
- (i) CSA approved prior to shipping; and
- (j) equipped with a power supply of 120V, 50/60 Hz.

E2.7 Item No. 6 - TN Detector shall be either:

- (a) Electrochemical Detector (ECD); or
- (b) Chemiluminescent Detector (CLD) for the measurement of Total Nitrogen.

E2.8 Item No. 7 - Analyzer Solids Module shall be:

- (a) A TOC/TC/TIC Analyzer Solids Module;

- (b) capable of operating at least at 1100 degrees;
- (c) operated and controlled remotely with the instrument software indicated in E2.4;
- (d) require minimal bench space;
- (e) capable of automatic balance interface;
- (f) capable to accommodate sample weights up to three (3) grams;
- (g) equipped with integrated TC and TIC reactors;
- (h) capable of a measurement range of one (1) milligram to forty (40) milligram absolute carbon;
- (i) equipped with reusable quartz sample crucibles;
- (j) equipped with a power supply of 120v, 50/60 Hz; and
- (k) CSA approved prior to shipping.

E2.9 Item No. 8 – Quartz Tube shall be:

- (a) easily removable and interchangeable and functional in the furnace; and
- (b) able to contain specified platinum or other catalyst.

E2.10 Item No. 9 – Consumable and routine maintenance supplies shall be:

- (a) Supplied for up to 62,400 sample injections for TOC and TN;
- (b) Included with an itemized list and maintenance schedule;
- (c) Same type and quantity as specified in the vendors standard method or manual for the analysis and shall include at minimum:
  - (i) glass sample tube for automatic sampler,
  - (ii) platinum or other catalyst suitable for TOC/TC/TIC/NPOC/TN analysis,
  - (iii) quartz tube for TC reactor,
  - (iv) halogen scrubber,
  - (v) dust filter,
  - (vi) pump tubing,
  - (vii) polyethylene tubing,
  - (viii) teflon tubing,
  - (ix) reagent lines,
  - (x) sample syringes and needles,
  - (xi) sample vials pre-cleaned and ready to fit into the automatic sampler,
  - (xii) o-ring sealing kit(s),
  - (xiii) ferrules and fuses,
  - (xiv) seals and scrubbers,
  - (xv) quartz wool
  - (xvi) grease, and
  - (xvii) tool kit.

E2.11 Item No. 10 – Installation shall be in accordance with E3.

E2.12 Item No. 11 – Training shall be in accordance with E4.

E2.13 Item No. 12 – Extended Warranty or Extended Service Agreement shall be:

- (a) A minimum three (3) year extension of the original manufacturer's warranty on defective parts, workmanship and installation.

### **E3. INSTALLATION**

E3.1 Installation shall include:

- (a) a schedule acceptable to the Contract Administrator;
- (b) Work performed by qualified personnel approved by the Contract Administrator. Upon request by the Contract Administrator the proof of qualification shall be provided in electronic or paper copy prior to commencement;
- (c) A schedule to be completed within five (5) Business Days from approval by the Contract Administrator. The Contract Administrator may approve an extension in event the City of Winnipeg is the cause of any delays;
- (d) a certificate of calibration, traceable to a standard international unit for all measurement devices supplied with or built-in the equipment. This includes temperature calibration certificate for the thermometer for the analyzer furnace, wavelength or electrical unit calibration certificate for the detector, flow calibration certificate for the detector and analyzer, calibration certificate for any timers, and mass/volume calibration certificate for the auto sampler; and
- (e) a final evaluation report/statement of qualification for each chemistry module based on the analysis of quality control samples to determine the instrument range, instrument MDL, accuracy, and precision or repeatability.

#### **E4. TRAINING**

##### **E4.1 Training shall include:**

- (a) scheduling at a time approved by the Contract Administrator;
- (b) be performed on-site by personnel with qualification approved by the Contract Administrator with proof supplied by request by electronic or paper copy prior to commencement;
- (c) a written routine and preventative maintenance schedule;
- (d) an instrument set-up procedures;
- (e) a software demonstration(s);
- (f) equipment calibration and analysis of quality control samples and wastewater/water samples; and
- (g) a written evaluation of analyst competency after completion of the training.

#### **E5. TECHNICAL SUPPORT**

##### **E5.1 Technical Support shall be:**

- (a) available through a toll free line available for any future support regarding any issues/concerns/questions;
- (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.

## PART F - SECURITY CLEARANCE

### F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence. This can be obtained from one of the following;
- (a) police service having jurisdiction at his/her place of residence; or
  - (b) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/> ; or
  - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <http://www.commissionaires.mb.ca/> .
- F1.2 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- F1.3 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- F1.4 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work.