



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 676-2016

**SUPPLY AND INSTALLATION OF AN INDUCTIVELY COUPLED PLASMA MASS
SPECTROMETERY INSTRUMENT**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY AND INSTALLATION OF AN INDUCTIVELY COUPLED PLASMA MASS SPECTROMETERY INSTRUMENT

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon. Winnipeg time, September 29, 2016.

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 Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent 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 Proponent is unsure of the meaning or intent of any provision therein, the Proponent 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 Proponents 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 Proponent who made the enquiry.

B3.6 The Proponent 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 Proponent by the City or acquired by a Proponent 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 Proponent before receipt hereof; or
- (b) becomes publicly known other than through the Proponent; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

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

B5. ADDENDA

- B5.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Proponent 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 Proponent shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details including published documentation to enable the Contract Administrator to determine the acceptability of the material, equipment, method or product as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.

- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent 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 Proponent 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 B20.
- B6.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal in accordance with B8; and
 - (b) Form B: Prices in accordance with B9.
- B7.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent in accordance with B10;
 - (b) Instrument and Software Details accordance with B11; and
 - (c) Services Provided in accordance with B12;
- B7.3 Further to B7.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.5 Proponents should submit one (1) unbound 8.5” x 11” original (marked “original”) including drawings and five (5) copies (copies can be in any size format) for sections identified in B7.1 and B7.2.
- B7.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B20.1(a).
- B7.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.
- B7.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.10 Proposals shall be submitted to:
The City of Winnipeg
Corporate Finance Department

Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B7.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B8. PROPOSAL

B8.1 The Proponent 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 Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
- (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
- (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent 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 Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent 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 Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B8.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B8.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B9. PRICES

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

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

- (a) duty;
- (b) freight and cartage;

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

B9.1.2 Prices on Form B: Prices shall not include Environmental Handling Charges (EHC) or fees, which shall be extra where applicable.

B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing 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.

B9.4 Where applicable to the Request for Proposal, payments for services to Non-Resident Proponents are subject to a Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION C)

B10.1 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and Subcontractors in providing laboratories with similar instrument for environmental testing for the analysis of metals in water and wastewater on up to three projects of similar complexity and scope.

B10.2 For each project listed in B10.1(a), the Proponent should submit:

- (a) description of the product and services provided;
- (b) date of installation;
- (c) the location of the installed product and the type of laboratory;
- (d) type of tests done with the product;
- (e) role of the proponent;
- (f) any product changes that occurred after commissioning (upgrades, changes or expansions);
- (g) schedule timeline from the product being ordered to the instrument and software analyzing samples;
- (h) project owner
- (i) reference information (two current names with telephone numbers and e-mail address per project).

B10.2.1 Where applicable, information should be separated into Proponent and Subcontractor project listings.

B10.3 The Proposal should include general firm profile information, including years in business, average volume of work, the number of qualified service staff; years of service experience, and general service capabilities.

B11. INSTRUMENT AND SOFTWARE DETAILS

B11.1 The Proposal should submit the details of how the fully functional instrument and the software operate.

B11.2 The Proponent should submit details and published documentation on how the instrument and software addresses and validates each requirement listed in E2.

B11.3 The Proponent should submit a description, pictures and/or video link which would demonstrates the usability of the instrument and the software. It should include the following features;

- (a) Instrument start-up/ shut-down
- (b) Tuning and Optimizing the instrument
- (c) Setup (sequence or batch), Calibration and Sample analysis
- (d) Quality Control, (functions & alerts)
- (e) Data integration, validation and Reporting Options
- (f) Apps/Remote Operation

B11.4 The Proponent should submit a details about other instrument and software benefits including;

- (a) Accessories to increase number of samples or decrease analysis time
- (b) Additional functions and feature available with an upgrade
- (c) Additional element analysis options
- (d) Easy parts identification and part number finder capabilities
- (e) Upgrade and add-on features

B12. SERVICES

B12.1 The Proposal should submit details of the services provided with the purchase of the instrument including;

- (a) Number of instrument service technicians in the regional and a definition of that region;
 - (i) What qualifications they hold
 - (ii) Average number of customers
- (b) Methods for accessing service personnel
- (c) Service turn-around time for;
 - (i) General parts
 - (ii) Speciality parts
 - (iii) Service technician on site
 - (iv) Trouble-shooting
- (d) Details estimate cost for each item below for an onsite service call after warranty has expired;
 - (i) Labour for two (2) eight (8) hour days (in hourly or daily rates)
 - (ii) Travel & Accommodations costs
 - (iii) Mother Board(s) replacement;
 - (iv) RF Generator replacement
 - (v) Roughing pump(s) replacement
 - (vi) Vacuum pump(s) replacement
 - (vii) Detector replacement
- (e) A list of parts and a price quote for the parts not covered under the warranty agreement in section D14, E6 and E7. Include details of what's not covered under each section.
- (f) List of proprietary or 3rd party, "ready-to-use" reagent, for the analysis of metals based on the following reference methods;
 - (i) Standard Methods for the Examination of Water and Wastewater, 3125 B. Inductively Coupled Plasma/Mass Spectrometry (ICP/MS) Method 3-45 to 3-53. Approved 2009, Editorial Revisions 2011.
 - (ii) EPA Method 200.8, Determination of Trace Elements In Waters and Wastes by Inductively Coupled Plasma-Mass Spectrometry. Revision 5.4, EMMC Version

- (g) Training options and available courses for software, instrument and theory
- (h) E-learning tools

B13. DISCLOSURE

B13.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B13.2 The Persons are:

- (a) N/A

B14. QUALIFICATION

B14.1 The Proponent 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 Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent 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.

B14.2 The Proponent 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>

B14.3 The Proponent 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);

B14.4 The Proponent 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 Proponent and of any proposed Subcontractor.

B14.5 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B15.1 Proposals will not be opened publicly.

B15.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent 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/>

B15.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Proponent 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.

B16. IRREVOCABLE OFFER

B16.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B16.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work for the time period specified in Paragraph 10 of Form A: Proposal.

B17. WITHDRAWAL OF OFFERS

B17.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B17.1.1 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.

B17.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B17.1.3 If a Proponent 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 Proponent'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 B17.1.3(b), declare the Proposal withdrawn.

B17.2 A Proponent who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B16.2 shall be liable for such damages as are imposed upon the Proponent 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.

B18. INTERVIEWS

B18.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

B18.2 In the interview, the Proponent may be required to provide a demonstration, in the form of a scripted demo, supporting the functionality proposed in their response.

B18.3 Proponents are responsible for the setup of the demonstration.

B18.4 The Contract Administrator may request a demonstration of product by the most advantageous Proponent during the evaluation process.

B19. NEGOTIATIONS

B19.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

- B19.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- B19.3 If, in the course of negotiations pursuant to B19.2 or otherwise, the Proponent 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 Proponent from the Proposal as originally submitted.

B20. EVALUATION OF PROPOSALS

- B20.1 Award of the Contract shall be based on the following evaluation criteria:
- | | |
|--|-------------|
| (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: | (pass/fail) |
| (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B14: | (pass/fail) |
| (c) Total Bid Price; | 40% |
| (d) Experience of Proponent | 5% |
| (e) Instrument and Software details | 25% |
| (f) Services | 30% |
| (g) Economic analysis of any approved alternative pursuant in B6 | |
- B20.2 Further to B20.1(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.
- B20.3 Further to B20.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.
- B20.4 Further to B20.1(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.
- B20.4.1 Further to B20.1(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.
- B20.5 Further to B20.1(d), Experience of Proponent will be evaluated considering the information provided in response to B10.
- B20.6 Further to B20.1(e), Instrument and Software details will be evaluated considering the information provided in response to B11.
- B20.7 Further to B20.1(f), Services will be evaluated considering information provided in response to B12.
- B20.8 Notwithstanding B20.1(d) to B20.1(g), where Proponents fail to provide a response to B7.2(a) to B7.2(c), the score of zero may be assigned to the incomplete part of the response.
- B20.9 This Contract will be awarded as a whole.
- B20.10 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B20.1(a) and B20.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B21. AWARD OF CONTRACT

- B21.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B21.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B21.2.1 Without limiting the generality of B21.2, 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.
- B21.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer, in accordance with B20.
- B21.4 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.
- B21.5 Notwithstanding C4 and Paragraph 6 of Form A: Proposal, the City will issue a purchase order to the successful Proponent in lieu of the execution of a Contract.
- B21.6 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 Installation of an Inductively Coupled Plasma-Mass Spectrometry Instrument

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 on the functions and features of the delivered ICP-MS; and
- (e) Support service and product warranty

D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) “°” means degrees
- (b) “amu” means atomic mass unit
- (c) “As” means Arsenic
- (d) “cell” means the collision/reaction cell of the quadrupole/octopole
- (e) “ICP” means Inductively Coupled Plasma;
- (f) “IST” means Information Systems & Technology
- (g) “LIMS” means Laboratory information management system;
- (h) “MDL” means Method Detection Limit
- (i) “MHz” means megahertz
- (j) “mL” means milliliters
- (k) “mm” means millimetres
- (l) “MS” means Mass Spectrometry
- (m) “ppt” means parts per trillion
- (n) “Proponent” means any Person or Persons submitting a Proposal for Goods;
- (o) “RF” means radio frequency
- (p) “Se” means Selenium
- (q) “TDS” means total dissolve solids

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:
Courtney Diduck
Analytical Services Branch Head
Telephone No.: 204- 986-4752

Email Address: cdiduck@winnipeg.ca

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

D5.2 **Bid Submissions must not be submitted to this facsimile number. Bids must be submitted in accordance with B7.**

SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

D6.1 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.

D7. INSURANCE

D7.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.

D7.2 Deductibles shall be borne by the Contractor.

D7.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4 for the return of the executed Contract.

D7.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D8. MATERIAL SAFETY DATA SHEETS

D8.1 The Contractor shall provide the Contract Administrator with one (1) copy of Material Safety Data Sheets (MSDS's) for each product to be supplied under the Contract at least two (2) Business Days prior to the commencement of Work but in no event later than the date specified in C4 for the return of the executed Contract.

D8.2 Throughout the term of the Contract, the Contractor shall provide the Contract Administrator with revisions or updates of the MSDS's as soon as may be reasonably possible.

SCHEDULE OF WORK

D9. COMMENCEMENT

- D9.1 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.
- D9.2 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 D6;
 - (ii) evidence of the workers compensation coverage specified in C6.16;
 - (iii) evidence of the insurance specified in D7; and
 - (iv) the Material Safety Data Sheets specified in D8;
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D10. DELIVERY

- D10.1 Goods shall be delivered by end of day on December 28, 2016, f.o.b. destination, freight prepaid to:
Courtney Diduck
Analytical Services Branch Head
2230 Main Street
Winnipeg, MB R2V 4T8
- D10.2 The Contractor shall confirm each delivery with the Contract Administrator or his/her designate, at least two (2) Business Days before delivery.
- D10.3 Goods shall be delivered between 8:30 a.m. and 4:30 p.m. on Business Days.
- D10.4 The Contractor shall be responsible for all freight costs associated with the delivery and return of the equipment.
- D10.5 The Contractor shall off-load goods as directed at the delivery location.
- D10.6 Training shall be completed within fifteen (15) business days post-delivery in accordance with E2.11 unless an extension period is agreed upon by the Contract Administrator and the Contractor.

D11. LIQUIDATED DAMAGES

- D11.1 If the Contractor fails to achieve delivery of the goods within the time specified in D10.1 Delivery the Contractor shall pay the City twenty five hundred dollars (\$2500) per Calendar Day for each and every Calendar Day until the goods have been delivered.
- D11.2 The amount specified for liquidated damages in D11.1 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.
- D11.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

MEASUREMENT AND PAYMENT

D12. INVOICES

D12.1 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

D12.2 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.

D12.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D12.4 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B7.**

D13. PAYMENT

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.

D13.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D14. WARRANTY

D14.1 Warranty is as stated in C11.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Proponents 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 an auto sampler and ICP-MS instrument in accordance with the requirements hereinafter specified;
- (a) All electronic equipment must be CSA certified; acceptable prior to shipping; and
 - (b) All equipment must have both full support on parts and service for 7 years from the date of purchase.
 - (c) System should be a compact, bench top design to fit the laboratory space constraints with a flexible system layout
 - (d) Shall be equipped with a functioning collision/reaction cell with at least two cell gas control fittings with the option for a third.
 - (e) Instrument must be delivered with all necessary supplies and accessories required for the installation and start-up.
 - (f) Shall be ability to analyze a sample for at least 20 analytes from start to finish in less than 2 minutes
 - (g) Shall be able to physically remove interferences during analysis, remove interferences by using a calculation factor is not acceptable.
- E2.2 Item No. 1 – Automated Sampler and Sample Induction shall be;
- (a) Controlled through the software
 - (b) Equipped with robotic/automated sample processing capabilities and be able to run unattended for twenty four (24) hours;
 - (c) A flow-through rinse station to minimize sample to sample contamination
 - (d) Corrosion resistant sampling components
 - (e) Flexible rack configurations, that can hold but is not limited to 15 mL and 50 mL, flat and conical tubes.
 - (f) Rack system capable of accommodating at minimum 150 vial positions. Of the 150 vial position at least 15 vial positions are required to accommodate larger volumes for standards, QC samples and wash solutions. All other require vial positions are required only for samples.
 - (g) Included with a dedicated auto sampler housing to provide a controlled environment for reducing potential atmospheric deposition and contamination. The housing must allow access to the samples without interruption to an on-going analysis.
 - (h) Positioned directly next to the ICP-MS instrument to minimize tubing length, increase sample throughput and minimize cross contamination
 - (i) Integrated three (3) channel computer controlled peristaltic pump for pumping sample, internal standard and spray chamber drain. The quartz spray chamber should be thermoelectrically controlled and should be fitted with a concentric nebulizer.
 - (j) Capable of analyzing samples containing 3% total dissolved solids without significant manual or automated liquid/liquid sample dilution (ie. Much less than 1:1 pump tubing dilution) for improved workflow and simplify method development. This should also be

achieved without use of a humidifier. Direct analysis is required to ensure simplicity of hardware configuration and support, and to minimize the possibility of contamination due to a liquid dilution sample handling step.

- (k) Able to allow for a range of optional nebulizers and spray chambers
- (l) Automatic optimization via the integrated software for sample introduction system
- (m) Included with an integrated flow injection system that is fully controlled via the integrated software with automated switching between rinse solution, tune solution and internal standard solution. No user intervention is required to swap out solutions between tuning and running samples.
- (n) Comprehensive user interface for a real time status of run

E2.3 Item No. 2 - Desktop Computer shall:

- (a) be loaded with the most current version of the software from E2.4 (software maybe load onsite)
- (b) be Windows 7 and Windows 10 Software compliant operating system (licenced);
- (c) include a 23" LCD widescreen monitor;
- (d) have RS232 Interface board and all cables;
- (e) include a minimum of two (2) USB ports;
- (f) include a network card;
- (g) be supplied with all power and communication cables; and
- (h) be equipped with a power supply of 120V, 50/60 Hz.
- (i) be HP hardware
- (j) Open access to allow the buyer to install their programs required to do business, or administrator access for the City of Winnipeg "IST" group.

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

- (a) run under Windows 7 or Window 10;
- (b) accept patches and upgrades. Patches shall be provided free of charge;
- (c) include no annual licence fee for software;
- (d) be supplied with a backup copy of the software in case reinstallation is required;
- (e) operate and control the auto-sampler, sample induction, the instrument and for data acquisition, processing and reporting.
- (f) be equipped with template/work list and allows all samples/standards to be selected individually or grouped for type analysis;
- (g) be equipped with template methods and a tools which helps you create custom methods (method wizards or assistant). The method wizard shall be capable of building a fully functional method by guiding the user through a series of well-defined steps or by analyzing a typical sample.
- (h) Allow for the use of the calibration standards to be analyzed as the detector cross mode calibration solution and be run as part of an analysis batch with no extra steps, to save time and simplify operations.
- (i) Be able to collect and report multiple sublists of elements for individual samples within the batch to save time and allow for ease of analysis. The use of multiple methods to achieve this is not acceptable as this introduces the potential for incorrect method selection or deviations between the methods
- (j) include comprehensive and user-friendly data management tools
- (k) be able to select individual elements to add/ subtract to a method
- (l) allow for automatic shutdown/start up or be placed in standby mode for unattended analysis which includes feature which conserve both gas, reagents and electricity when not in use;

- (m) be equipped with alarm functions with user definable alarm limits to enable unattended analysis including visual notification and alerts;
- (n) be equipped with integrated early maintenance feedback reports which includes notifications on number of analysis performed or instrument run times to allow for scheduling maintenance and eliminating unnecessary down-time;
- (o) have a one-click plasma setting which shall provide a simpler, more reproducible plasma optimization.
- (p) be equipped with vision real time status reports for each sample at different phases of analysis;
- (q) include preconfigured methods (or method templates) for auto-tuning, calibration, analysis, with auto-optimization tools.
- (r) allow for the modification (e.g. insertion/deletion) of sample positions during analysis run;
- (s) be capable of performing method validations;
- (t) have template reports to use in reporting quality control information, tuning information and sample analysis reports;
- (u) be capable of pausing runs at any point then resuming from the same point;
- (v) include options for auto-tuning and manual tuning options for the instrument which also provides the step by step values to determine instrument performance
- (w) have the ability to exclude a single calibration standard (from the calibration curve) after analysis and allow for reprocessing the complete batch data afterwards
- (x) be capable of exporting results in different formats to Microsoft Excel or LIMS during/after analysis;
- (y) comply with 21 CFR (Code of Federal Regulation) Part 11;
- (z) produce reports that are acceptable under Good Laboratory Practices (GLP);
- (aa) include auditing tools for recording changes made in the method and settings;
- (bb) have remote access and remote monitoring to software and instrument using a tablet or smartphone. Includes access to key processes, instrument status, and run progress information and ability to control key features including instrument shut down and start up or auto tuning and optimization.

E2.5 Item No. 3 – Plasma and Ion Optics which includes the torch, torch position, RF generator, interface, ion optics and collision/reaction cell system shall be:

- (a) A one piece quartz torch with a fixed injector diameter of 2.5 mm for fast easy replacement and high matrix tolerance. Demountable torches that use O ring seals or require alignment of the separate concentric tubes are not acceptable, as they increase maintenance time and possibly introduce contamination.
- (b) Able to auto-align after maintenance
- (c) Included with the following feature for the torch position. Fully computer controlled and fully auto-tunable via the ICP-MS software in all three axis (XYZ); horizontal, vertical position, and sampling depth. The movement in each axis shall be independent of the other two. Torch position and reproducibility shall be within 0.1mm in all three axes. Computer readout of torch position is required for method and data audit purposes
- (d) Included with a RF generator which shall be a high powered transfer efficiency and maintenance free solid state digital drive 27 MHz generator with variable frequency impedance matching for plasma stability. It shall also be able to tolerate change from volatile organic solvents to aqueous samples without affecting plasma stability, even if highly volatile organic solvents are introduced.
- (e) Equipped with an off-axis lens to eliminate the effect of photons and neutrals on signal background.

- (f) Included with a main ion-lens assembly which shall be located before the gate valve to reject neutrals and matrix components before they enter the main high vacuum chamber. It shall also ensure that only ions enter the collision/reaction region.
- (g) The main ion-lens assembly that shall be accessible without the need to open the main vacuum system. (Do not need to break vacuum for cleaning/replacing cones and lens.)
- (h) an ion lens that shall not deflect the ion beam too acutely, such as 90°.
- (i) Able to maintain short analysis times and high productivity, the instrument should be able to analyze most elements in collision cell mode, not only a small set of analytes.
- (j) Able to move between gas modes and non-gas modes. And must reach a steady state in a reasonable period of time (5 seconds or less).
- (k) Capable of delivering the same sensitivity and background performance when analyzing complex, high solid samples (up to 3%TDS) as non-complex samples using the same sample introduction configuration. It is not acceptable to use different interface cones or inserts to achieve the same sensitivity for complex, high solid sample analysis.
- (l) Able to enable fast, stable and consistent interference removal, the cell must be thermally stabilized and operated with fixed RF amplitude for the full mass range.
- (m) An octopole or a double quadrupole to act as an efficient ion guide for optimal sensitivity performance across a wide mass range.
- (n) an ICP-MS able to perform semi-quantitative analysis, using a single semi-quant standard in any mode as part of the analysis method, especially helium since helium handles most spectral interference.
- (o) Able with the cell to show effective interference removal by achieving guaranteed detection limits of 20ppt As and 40ppt Se in Helium mode in a matrix of 1% HNO₃, 2%HCl and 100ppm Ca, demonstrating the effective removal of both ArCl⁺ and CaCl⁺.
- (p) An instrument supplied that is able to be used for multi-element analysis of unknown sample containing Cl, SO₄, and organic content, without need for any polyatomic interference correction equations.

E2.6 Item No. 4 – Vacuum and Cooling System shall be:

- (a) A vacuum system for the ICP-MS that shall consist of a single floor mounted rotary pump, which can be located remotely, and a single 2-stage turbomolecular pump.
- (b) The vacuum pump shall use synthetic, wear resistant rotary pump oil to improve resistance to aggressive sample matrices and lengthening the periods between routine maintenance.
- (c) A cooling system that supplies cooling water to the ICP-MS shall be via a non-refrigerated heat exchanger (Chiller). The chiller must be able to maintain a constant stable temperature for 8 hours even if the surrounding room temperature is at 30°C, which happens occasionally in the laboratory.

E2.7 Item No. 5 – Gas Flow Controllers shall be:

- (a) Independently computer controlled mass flow controllers which shall control plasma, auxiliary, make-up and carrier gases.
- (b) Two collision/reaction cell gas lines shall be included. One gas being pure Helium the other pure Hydrogen.
- (c) Use the reaction gas Hydrogen for analysing Selenium to 1ppt.
- (d) Upgradable to a fully integrated 3rd cell gas to cover possible future applications. It is not acceptable to use an external gas manifold or switching valve for the additional cell gas lines as dead volume is increased, it is also required to be able to mix cell gases in any ratio via the gas controllers.

E2.8 Item No. 6 – Quadrupole Mass Analyzer and detection system shall be:

- (a) Quadrupole rods that shall be truly hyperbolic in cross section to generate the ideal true-hyperbolic field. Either ceramic or metal rods are acceptable, but not with round cross-section.

- (b) Able to analyze from 2 to 260 amu.
- (c) An Ion transmitted by the quadrupole mass analyzer shall be deflected 90° into the detector for lower background signal and improved signal to noise ratios.
- (d) Shall have a linear dynamic range of at least 10 orders of magnitude, for all major trace elements, without the use of increased resolution or signal attenuation via custom cell settings at the highest concentration point.

E2.9 Item No. 7 – Consumables shall be:

- (a) Nickel cones, optional Platinum cones
- (b) Torch/injector
- (c) Load Coil
- (d) Nebulizer
- (e) Spray chamber

E2.10 Item No. 8 – Installation shall be in accordance with E3.

E2.11 Item No. 9 – Training shall be in accordance with E4

E2.12 Item No. 10 – Technical Support shall be in accordance with E4.1

E2.13 Item No. 11 – Extended Warranty shall be in accordance with E6

E3. INSTALLATION

E3.1 Installation shall include:

- (a) a schedule acceptable to the Contract Administrator but in no event later than as specified in D10
- (b) the Work shall be 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) the commencement of installation shall be within five (5) Business Days from the agreed upon date with the Contract Administrator. The installation shall take no more than five (5) Business Days. The Contract Administrator may approve an extension for the start of installation and the installation period of five (5) business days in event the City of Winnipeg is the cause of any delays;
- (d) A site preparation checklist is required at least ten (10) business days prior to installation date which includes, but is not limited to; bench/laboratory space required, required laboratory gas lines and plumbing, power requirements, cooling requirements, and gas or laboratory supply requirements and network communication requirements.
- (e) a certificate of calibration, traceable to a standard international unit for all measurement devices supplied with or built-in the equipment.
- (f) the final evaluation report/statement of qualification for the instrument 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;

- (a) include 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;

E4.2 Training provide for up to four technician shall;

- (a) include installation and familiarization services on instrument and software
- (b) include a written routine and preventative maintenance schedule;
- (c) include instrument set-up procedures
- (d) include software demonstration(s)
- (e) include equipment calibration and analysis of quality control samples and water samples; and
- (f) include a written evaluation of analyst competency after completion of the training (certificate or equivalent documentation).

E5. TECHNICAL SUPPORT

E5.1 Technical Support shall be:

- (a) a North American based service available through a toll free line for any future support regarding any issues/concerns/questions;
- (b) staffed with qualified personnel that will respond (call back) within forty eight (48) hours Monday to Friday with the exception of holidays if 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.
- (d) Included with access maintenance videos and tutorial available online for viewing and downloading or preinstalled on the computer
- (e) Local Winnipeg technician support. If not local no more than four (4) day response time.
- (f) General Parts available in Canada and are required to be ship out within three (3) business days once the vendor receives a PO;
- (g) Speciality Parts are required to be shipped out within (7) business days once the vendor receives a PO.
- (h) Provide support and parts for the specific instrument make and model for a period of 10 years, and/or minimum of 5 years after the last production of that model.

E6. EXTENDED WARRANTY

E6.1 Extended Warranty shall be:

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

E7. OPTIONAL SERVICE AGREEMENT

E7.1 Optional Service Agreement shall be;

- (a) a minimum three (3) year after the manufacture service agreement has expired
- (b) a minimum of once a year preventative maintenance visit which should include but not limited to;
 - (i) preventative maintenance scan with a report
 - (ii) Cleaning and part replacement if required;
 - (iii) Tuning or optimizing the instrument if required

E7.2 The extended service agreement may or may not be purchased but shall be used in the Bid evaluation.