



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 774-2007**

**SUPPLY AND INSTALLATION OF A FOUR CHANNEL CONTINUOUS FLOW  
ANALYZER**

## TABLE OF CONTENTS

### PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	3
Form N: Supplies	1

### PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Addenda	1
B5. Substitutes	2
B6. Bid Submission	2
B7. Bid	3
B8. Prices	4
B9. Supplies	4
B10. Installation and Training	5
B11. Qualification	6
B12. Opening of Bids and Release of Information	7
B13. Irrevocable Bid	7
B14. Withdrawal of Bids	7
B15. Evaluation of Bids	8
B16. Award of Contract	9

### PART C - GENERAL CONDITIONS

C1. General Conditions	1
------------------------	---

### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Scope of Work	1
D3. Definitions	1
D4. Contract Administrator	2
D5. Notices	2

#### Submissions

D6. Authority to Carry on Business	2
------------------------------------	---

#### Schedule of Work

D7. Commencement	3
------------------	---

#### Measurement and Payment

D8. Payment	3
D9. Payment Schedule	3

#### Warranty

D10. Warranty	3
---------------	---

### PART E - SPECIFICATIONS

#### General

E1. Applicable Specifications and Drawings	1
E2. Goods	1
E3. Delivery	4

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 SUPPLY AND INSTALLATION OF A FOUR CHANNEL CONTINUOUS FLOW ANALYZER

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, December 11, 2007.

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

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

### **B3. ENQUIRIES**

B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

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

B3.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

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

### **B4. ADDENDA**

B4.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

B4.2 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.

B4.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>

B4.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B4.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

## **B5. SUBSTITUTES**

- B5.1 The Work is based on the materials, equipment, methods and products specified in the Bid Opportunity.
- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 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.
- B5.4 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.
- B5.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B5.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B5.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B5.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B5.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B15.
- B5.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## **B6. BID SUBMISSION**

- B6.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
  - (b) Form B: Prices;

- (c) Form N: Supplies; and
- (d) Installation and Training.

- B6.2 Further to B6.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B5.
- B6.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely in ink, to constitute a responsive Bid.
- B6.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B6.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Branch  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B6.5.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B6.6 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.
- B6.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, may result in the Bid being determined to be non-responsive.
- B6.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to (204) 949-1178.
- B6.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B6.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

**B7. BID**

- B7.1 The Bidder shall complete Form A: Bid, making all required entries.
- B7.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
  - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.

- B7.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B7.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his 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;
  - (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B7.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.
- B7.4.2 All signatures shall be original.
- B7.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

## **B8. PRICES**

- B8.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B8.1.1 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.
- B8.1.2 Prices on Form B: Prices shall not include the Manitoba Association for Resource Recovery Corporation (MARRC) Environmental Handling Charge (EHC) which shall be extra where applicable.
- B8.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B8.3 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. SUPPLIES**

- B9.1 The Bidder shall submit on Form N: Supplies an estimate of the reagents used in items one to four and will indicate by a yes/no for items five to eight if vendor supplied reagents are available for all reagents listed in the vendor referenced method. Item nine is a cost estimate of disposable reagent tubing used over five years.
- B9.2 Item No. 1 –The bidder will submit the estimated volume of reagents required for analysis of 30,000 samples specifically for ammonia nitrogen. A unit price of thirty dollars per litre will be applied to estimate the cost incurred over 5 years.

- B9.3 Item No. 2 –The bidder will submit the estimated volume of reagents required for analysis of 10,000 samples specifically for low-level ammonia nitrogen. A unit price of thirty dollars per litre will be applied to estimate the cost incurred over 5 years.
- B9.4 Item No. 3 –The bidder will submit the estimated volume of reagents required for analysis of 30,000 samples specifically for nitrate plus nitrite nitrogen. A unit price of thirty dollars per litre will be applied to estimate the cost incurred over 5 years.
- B9.5 Item No. 4 –The bidder will submit the estimated volume of reagents required for analysis of 30,000 samples specifically for dissolved (ortho) phosphorus. A unit price of thirty dollars per litre will be applied to estimate the cost incurred over 5 years.
- B9.6 Item No. 5 – The bidder will indicate with a yes/no if vendor supplied reagents are available for all reagents and solutions listed in the vendor referenced method for the analysis of ammonia nitrogen in water and wastewater. These reagents must be “ready to use” solutions and have a certificate of analysis and traceability to an international SI unit. If the vendor does not supply all of the reagents, a unit price of \$10,200 will be added to the bid evaluation. This unit price is an estimate based on current technician salary, reagent preparation time, and number of tests for five (5) years.
- B9.7 Item No. 6 – The bidder will indicate with a yes/no if vendor supplied reagents are available for all reagents/solutions listed in the vendor referenced method for the analysis of low-level ammonia nitrogen in water and wastewater. These reagents must be “ready to use” solutions and have a certificate of analysis and traceability to an international SI unit. If the vendor does not supply all of the reagents, a unit price of \$3,400 will be added to the bid evaluation. This unit price is an estimate based on current technician salary, reagent preparation time, and number of tests for five (5) years.
- B9.8 Item No. 7 – The bidder will indicate with a yes/no if vendor supplied reagents are available for all reagents/solutions listed in the vendor referenced method for the analysis of nitrate plus nitrite nitrogen in water and wastewater. These reagents must be “ready to use” solutions and have a certificate of analysis and traceability to an international SI unit. If the vendor does not supply all of the reagents, a unit price of \$10,200 will be added to the bid evaluation. This unit price is an estimate based on current technician salary, reagent preparation time, and number of tests for five (5) years.
- B9.9 Item No. 8 – The bidder will indicate with a yes/no if vendor supplied reagents are available for all reagents/solutions listed in the vendor referenced method for the analysis of dissolved (ortho) phosphorus in water and wastewater. These reagents must be “ready to use” solutions and have a certificate of analysis and traceability to an international SI unit. If the vendor does not supply all of the reagents, a unit price of \$10,200 will be added to the bid evaluation. This unit price is an estimate based on current technician salary, reagent preparation time, and number of tests for five (5) years.
- B9.10 Item No. 9 – The bidder will submit the total of items E2.10to E.14. This number multiplied by five (5), will be used to estimate a partial cost of routine maintenance over five (5) years.
- B9.11 The costs submitted on Form N: Supplies are an estimate of usage the City expects to use however these are not to be included in the Award of this Contract.

## **B10. INSTALLATION AND TRAINING**

The bidder or subcontractor will perform the installation of the equipment and training of two analysts. The bidder will supply a schedule defining the estimated time for equipment set-up, equipment testing, analysis and evaluation of quality control samples, sample analysis and training

- B10.1 The installation of the equipment shall be:
- (a) scheduled at a time acceptable to the contract administrator;

- (b) performed by qualified personnel with an instrumentation or science degree or equivalent education acceptable to the contract administrator. Proof of qualification shall be provided in electronic or paper copy prior to commencement;
- (c) started and completed within 5 working days except where the City of Winnipeg is the cause of delay, planned or unplanned;
- (d) include 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 thermometers, wavelength or electrical unit calibration certificate for the detectors, calibration certificate for any timers, and mass/volume calibration certificate for the auto sampler;
- (e) include 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.

**B10.2** The training shall;

- (a) be scheduled at a time acceptable to the contract administrator;
- (b) be performed on-site by personnel with a science degree or equivalent education acceptable to the contract administrator. Proof of qualification shall be supplied in electronic or paper copy prior to commencement;
- (c) include a written routine and preventative maintenance schedule;
- (d) include instrument set-up procedures;
- (e) include software demonstration(s);
- (f) include equipment calibration and analysis of quality control samples and wastewater samples;
- (g) include a written evaluation of analyst competency after completion of the training.

**B11. QUALIFICATION**

**B11.1** 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.

**B11.2** 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 Branch internet site at <http://www.winnipeg.ca/matmgt>.

**B11.3** 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);



- B11.4 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.
- B11.5 At the request of the contract administrator, the bidder will submit the technical specifications for items one to eight in Form B: Prices. The specifications will include the name, model number, electrical requirements, weight, dimensions and other specifications readily available.
- B11.6 At the request of the contract administrator, the bidder will submit an analytical method for each of the listed chemistries in (a) to (d). The method must be based on the Standard Methods for the Examination of Water and Wastewater, 21<sup>st</sup> edition or EPA method, or other approved method satisfactory to the contract administrator, specifically for water and wastewater samples. This method will include the reagent preparation, instrument set-up procedures, tubing sizes, flows and must include method performance data such as precision, accuracy, range, minimum detectable limit.
- (a) Ammonia nitrogen in water and wastewater;
  - (b) Ammonia nitrogen, low-level in water;
  - (c) Nitrate + (plus) Nitrite nitrogen in water and wastewater;
  - (d) Dissolved (ortho) Phosphorus or Phosphate nitrogen.

## **B12. OPENING OF BIDS AND RELEASE OF INFORMATION**

- B12.1 Bids will not be opened publicly.
- B12.2 Following the Submission Deadline, the names of the Bidders and their bid prices (unevaluated, and pending review and verification of conformance with requirements or evaluated prices) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>
- B12.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>
- B12.4 The Bidder is advised that any information contained in any Bid 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.

## **B13. IRREVOCABLE BID**

- B13.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B13.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

## **B14. WITHDRAWAL OF BIDS**

- B14.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B14.1.1 Notwithstanding GC.7.05(2), the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B14.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B14.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Bid until after the Submission Deadline has elapsed;
- (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B14.1.3(b), declare the Bid withdrawn.

B14.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B13.2 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.

## **B15. EVALUATION OF BIDS**

B15.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10.2(g) (pass/fail);
- (c) Installation and Training; 5%;
- (d) Total Evaluated Bid Prices; 95%;
- (e) economic analysis of any approved alternative pursuant to B5.

B15.2 Further to B15.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B15.3 Further to B15.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified.

B15.4 Further to B15.1(d), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B15.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.

B15.4.2 For the purposes of evaluation, the costs included on Form N: Supplies shall be added to the Bidders Total Bid price to determine the Total Evaluated Bid price.

B15.5 Further to B15.1(c), Installation and Training shall be evaluated based on the information required to be submitted including:

- (a) submission of qualification(s) of the personnel carrying out the installation and training;
- (b) submission of the schedule outlining the installation and training plan.

B15.6 This Contract will be awarded as a whole.a

**B16. AWARD OF CONTRACT**

- B16.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B16.2 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 Bids are determined to be responsive.
- B16.2.1 Without limiting the generality of B16.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
  - (d) only one Bid is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B16.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.
- B16.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.
- B16.4 Notwithstanding GC.3.01 and GC.3.02, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B16.5 The Contract Documents, as defined in GC.1.01(7), 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**

### **C1. GENERAL CONDITIONS**

C1.1 The *General Conditions for the Supply and Delivery of Goods* (Form 21: 88 03) are applicable to the Work of the Contract.

C1.1.1 The *General Conditions for the Supply and Delivery of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for the Supply and Delivery of Goods*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out "The City of Winnipeg Act" wherever it appears in the General Conditions and substituting "The City of Winnipeg Charter".
- D1.3 The General Conditions are amended by striking out "Board of Commissioners" or "Commissioner" wherever it appears in the General Conditions and substituting the "Chief Administrative Officer".
- D1.4 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Bid Opportunity".
- D1.5 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Bid Submission".
- D1.6 The General Conditions are amended by striking out "Bidding Instructions" wherever it appears in the General Conditions and substituting "Bidding Procedures".

#### D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of supply, delivery and installation of a new fully automated segmented continuous flow analyzer with auto-sampler, pump(s), four channel manifold, detector and software, capable of simultaneous analysis of four chemistry
- D2.2 The major components of the Work are as follows:
- (a) Supply the equipment;
  - (b) Installation of the equipment and method performance evaluation;
  - (c) In-house training of analysts currently using and familiar with segmented flow analyzers and method;

#### D3. DEFINITIONS

- D3.1 When used in this Bid Opportunity:
- (a) "**Award Authority**" means the authority having the jurisdiction to award the Contract according to the City's by-laws, policies or procedures;
  - (b) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
  - (c) "**Submission Deadline**" and "**Time and Date Set for the Final Receipt of Bids**" mean the time and date set out in the Bidding Procedures for final receipt of Bids;
- D3.2 Notwithstanding GC.1.01, when used in this Bid Opportunity:
- (a) "**mg/L**" means milligrams per liter;
  - (b) "**Method**" means a recognized and published method based on Standard Methods for The Determination of Water and Wastewater or an EPA method;
  - (c) "**XYZ sampler**" means a robotic sampler whereby the sample cups or tray is stationary and the sampling arm which aspirates the sample, is mobile;
  - (d) "**nm**" means nanometers;

(e) "MDL" means Minimum Detectable Limits or reporting limits.

**D4. CONTRACT ADMINISTRATOR**

D4.1 The Contract Administrator is:

Steve Fletcher  
Supervisor of Analytical Services Division  
2230 Main Street, Winnipeg, MB  
Telephone No.: (204) 986-4752  
Facsimile No.: (204) 986-4809

**D5. NOTICES**

D5.1 GC.7.05 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".

D5.2 GC.7.05 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.

D5.3 Further to GC.7.05, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.4, D5.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.

D5.4 All notices of appeal to the Chief Administrative Officer shall be sent to the following address or facsimile number:

The City of Winnipeg  
Chief Administrative Officer Secretariat  
Attn: Chief Administrative Officer  
Administration Building, 3rd Floor  
510 Main Street  
Winnipeg MB R3B 1B9  
Facsimile No.: (204) 949-1174

D5.5 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:

The City of Winnipeg  
Corporate Services Department  
Legal Services Division  
Attn: City Solicitor  
185 King Street, 3rd Floor  
Winnipeg MB R3B 1J1  
Facsimile No.: (204) 947-9155

**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.

## **SCHEDULE OF WORK**

### **D7. COMMENCEMENT**

D7.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.

## **MEASUREMENT AND PAYMENT**

### **D8. PAYMENT**

D8.1 Further to GC.9.03, effective January 1, 2007 the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

### **D9. PAYMENT SCHEDULE**

D9.1 Further to GC.9.01 and GC.9.03, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice and completion of the installation and training required in B10.1 and B10.2.

## **WARRANTY**

### **D10. WARRANTY**

D10.1 Warranty is as stated in GC.10.1.

D10.2 Notwithstanding GC.10.01, the warranty period shall begin on the date of installation and shall expire two (2) years thereafter unless extended pursuant to G.C. 10.01 (6), in which case it shall expire when provided for thereunder.

D10.3 Extended warranty beginning on the expiry date of the standard warranty for a period of three (3) additional years. During the warranty period, the bidder will respond verbally or in writing to any service requests or phone call within 48 hours. If the instrument is not functioning or malfunctioning, then an estimate for repairs that includes an estimated date of completion shall be completed by the bidder or subcontractor. If the estimated date exceeds ten (10) working days, the bidder shall have a replacement available, at a cost incurred by the City of Winnipeg, until the repairs are completed and the instrument is returned to service.

## 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 B5.

#### E2. GOODS

- E2.1 The Contractor shall supply a continuous flow analyzer in accordance with the requirements hereinafter specified. This instrument is of modular design consisting of auto sampler (s), pump(s) for four channels, four chemistry manifolds/cartridges, and detector(s) for simultaneous determination of four chemical parameters with instrument software for remote operation from a personal computer. The instrument and the analytical methods shall be based on segmented/continuous flow chemistry.
- E2.2 Item No. 1 - Automatic Sampler(s) shall be
- (a) dual probe capable of sampling two different sample matrices, specifically one sample to two chemistry manifolds and a second sample to the two other chemistry manifolds;
  - (b) capable of holding and processing a minimum of 80 samples per hour;
  - (c) equipped with a built-in and removable sample rack;
  - (d) supplied with two complete sets of sample racks, i.e. enough racks to hold twice the listed capacity of the sampler;
  - (e) operated and controlled remotely with the instrument software, with ability to pause, restart from any sample point;
  - (f) equipped with a power supply of 120V, 50/60 Hz;
- E2.3 Item No. 2 - auto sampler pump (s) shall be
- (a) capable of delivering at least 5 reagent lines to each of the four chemistry manifolds;
  - (b) equipped with a multi speed motor with high speed for wash-out;
  - (c) equipped with leak detection and system of alert;
  - (d) operated and controlled remotely with the instrument software;
  - (e) equipped with a power supply of 120V, 50/60 Hz.
- E2.4 Item No. 3 - Ammonia chemistry manifold/cartridge shall be
- (a) set up and optimized for the determination of ammonia nitrogen in wastewater as outlined in the vendor supplied referenced method.
  - (b) capable of determining ammonia nitrogen with typical calibration standards in the range of 1.0 to 10.0 mg/L, with a minimum detectable limit of less than 0.2 mg/L as ammonia nitrogen;
  - (c) equipped with one set of mixing coils;
  - (d) equipped with heat bath and temperature measurement device;
  - (e) operated and controlled remotely with the instrument software;
  - (f) equipped with a power supply of 120V, 50/60 Hz;
  - (g) supplied with a documented method specific to this equipment for the determination of ammonia nitrogen in water and waste water based on "Standard Methods for the Determination of Water and Wastewater", or EPA or equivalent method as approved by the



contract administrator. This method will include the preparation of all reagents, tubing sizes and pump flows and instrument set-up conditions and method performance data such as precision, accuracy, range, reproducibility/repeatability;

(h) supplied with four sets of pump tubing as listed in the vendor supplied method in E2.4(g).

E2.5 Item No. 4 - Ammonia (low level) chemistry module/cartridge shall be

(a) set up and optimized for the determination of ammonia nitrogen in water as outlined in the referenced vendor supplied method.

(b) capable of determining ammonia nitrogen with typical calibration standards in the range of 0.2 to 2.0 mg/L, with a minimum detectable limit of less than 0.05 mg/L as nitrate plus nitrite nitrogen;

(c) equipped with one set of mixing coils;

(d) equipped with heat bath and temperature measurement device;

(e) operated and controlled remotely with the instrument software;

(f) equipped with a power supply of 120V, 50/60 Hz.;

(g) supplied with a documented method specific to this equipment for the determination of ammonia nitrogen in water and waste water based on "Standard Methods for the Determination of Water and Wastewater", or EPA or equivalent method as approved by the contract administrator. This method will include the preparation of all reagents, tubing sizes and pump flows and instrument set-up conditions and method performance data such as precision, accuracy, range, reproducibility/repeatability;

(h) supplied with four sets of pump tubing as listed in the vendor supplied method in E2.5(g).

E2.6 Item No. 5 - Nitrate plus nitrite chemistry module/cartridge shall be

(a) set up and optimized for the determination of nitrate plus nitrite nitrogen in water and wastewater as outlined in the vendor supplied referenced method.

(b) capable of determining nitrate plus nitrite nitrogen with typical calibration standards in the range of 0.2 to 2.0 mg/L, with a Minimum Detectable Limit of less than 0.02 mg/L as nitrate plus nitrite nitrogen;

(c) equipped with a removable cadmium reduction column for determination of nitrite nitrogen;

(d) equipped with one set of mixing coils;

(e) operated and controlled remotely with the instrument software;

(f) equipped with a power supply of 120V, 50/60 Hz;

(g) supplied with a documented method specific to this equipment for the determination of nitrate plus nitrite nitrogen in water and waste water based on "Standard Methods for the Determination of Water and Wastewater", or EPA or equivalent method as approved by the contract administrator. This method will include the preparation of all reagents, tubing sizes and pump flows and instrument set-up conditions and method performance data such as precision, accuracy, range, reproducibility/repeatability;

(h) supplied with four sets of pump tubing as listed in the vendor supplied method in E2.6(h).

E2.7 Item No. 6 - Dissolved (ortho) phosphorus/phosphate chemistry module/cartridge shall be

(a) set up and optimized for the determination of dissolved phosphorus in water and wastewater as outlined in the vendor supplied reference method.

(b) capable of determining dissolved phosphorus with typical calibration standards in the range of 0.2 to 2.0 mg/L, with a minimum detectable limit of 0.05 mg/L or less, as dissolved phosphorus,

(c) equipped with one set of mixing coils;

(d) equipped with heat bath;

(e) operated and controlled remotely with the instrument software;

- (f) equipped with a power supply of 120V, 50/60 Hz;
- (g) supplied with a documented method specific to this equipment for the determination of dissolved (ortho) phosphorus in water and waste water based on "Standard Methods for the Determination of Water and Wastewater", or EPA or equivalent method as approved by the contract administrator. This method will include the preparation of all reagents, tubing sizes and pump flows and instrument set-up conditions and method performance data such as precision, accuracy, range, reproducibility/repeatability;
- (h) supplied with four sets of pump tubing as listed in the vendor supplied method in E2.6(h).

E2.8 Item No. 7 – Detector(s) shall be

- (a) an on-line dual beam digital photometer(s) or colorimeter(s) capable of measuring between 340 and 880 nm;
- (b) capable of analyzing four channels simultaneously;
- (c) variable wavelength or supplied with filters for the same wavelength recommended in the supplied documented method in E2.4(g), E2.5(g), E2.6(h) and E2.7(h);
- (d) operated and controlled remotely with the instrument software;
- (e) equipped with a power supply of 120V, 50/60 Hz;

E2.9 Item No. 8 - software shall be

- (a) able to run under Windows XP operating system;
- (b) capable of operating/controlling the auto-sampler, pump(s), manifolds, and photometer/colorimeter;
- (c) allow the operator to view the calibration curve during the sample and calibration run;
- (d) capable of automatically storing the data, the method and instrument conditions/configuration under which the data was acquired;
- (e) capable of data quality management for quality control samples with ability to monitor and chart quality control samples, to set control limits and alert system when limits are exceeded;
- (f) capable of monitoring and correcting for drift;
- (g) capable of pausing the run at any point and resume analysis from the same point;
- (h) capable of reprocessing the analytical data under different instrument conditions;
- (i) capable of exporting the data as an ASCII file, or Excel or database compatible with access or SQL;
- (j) upwards compatible with future systems;
- (k) supplied with maintenance revisions/upgrades free of charge.

E2.10 Item No. 9 - Reagent lines/tubing for ammonia nitrogen manifold/cartridge shall be

- (a) the same size, diameter, length, and quantity required as specified in the vendors referenced standard method or manual for the analysis of ammonia nitrogen in water and wastewater.

E2.11 Item No. 10 - Reagent lines/tubing for ammonia nitrogen (low level) manifold/cartridge shall be

- (a) the same size, diameter, length, and quantity required as specified in the vendors referenced standard method or manual for the analysis of ammonia nitrogen (low level) in water.

E2.12 Item No. 11 - Reagent lines/tubing for nitrate + nitrite nitrogen manifold/cartridge shall be

- (a) the same size, diameter, length, and quantity required as specified in the vendors referenced standard method or manual for the analysis of nitrate + nitrite nitrogen in water and wastewater.

- E2.13 Item No. 12 - Reagent lines/tubing for dissolved (ortho) phosphorus manifold/cartridge shall be
- (a) the same size, diameter, length, and quantity required as specified in the vendors referenced standard method or manual for the analysis of dissolved (ortho) phosphorus in water and wastewater.
- E2.14 Item No. 13 – Cadmium reduction column for nitrate + nitrite nitrogen manifold/cartridge shall be
- (a) easily removable and interchangeable;
  - (b) supplied with connections for installation on the nitrate + nitrite manifold/cartridge;
  - (c) made specifically for the determination of nitrite nitrogen in water and wastewater;
  - (d) Rechargeable cadmium column (for multiple runs) or a disposable column available for purchasing from the vendor for a minimum of 5 years;
- E2.15 Item No. 14 – Sample cups shall be
- (a) capable of holding between 2 to 10 millilitres;
  - (b) pre-cleaned and ready to use;
  - (c) fit the Automatic Sampler as specified in E2.2.

### **E3. DELIVERY**

- E3.1 Goods shall be delivered within sixty (60) Business Day(s) of the placing of an order, f.o.b. destination, freight prepaid to:

Steve Fletcher  
Supervisor of Analytical Services Branch  
2230 Main Street, Winnipeg, Manitoba

- E3.2 Goods shall be delivered between 8:30 a.m. and 4:00 p.m. on Business Days.
- E3.3 The Contractor shall confirm each delivery with the Contract Administrator or his/her designate, at least two (2) Business Days before delivery.