



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 788-2015**

**SUPPLY AND DELIVERY OF COLD WATER METERS (5/8") STANDARD REGISTER**

## TABLE OF CONTENTS

### PART A - BID SUBMISSION

|                |   |
|----------------|---|
| Form A: Bid    | 1 |
| Form B: Prices | 3 |

### PART B - BIDDING PROCEDURES

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

### PART C - GENERAL CONDITIONS

|                        |   |
|------------------------|---|
| C0. General Conditions | 1 |
|------------------------|---|

### PART D - SUPPLEMENTAL CONDITIONS

#### General

|  |   |
|--|---|
| D1. General Conditions   | 1 |
| D2. Scope of Work  | 1 |
| D3. Contract Administrator                                       | 1 |
| D4. Ownership of Information, Confidentiality and Non Disclosure | 1 |
| D5. Notices  | 2 |

#### Submissions

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

#### Schedule of Work

|                     |   |
|---------------------|---|
| D7. Commencement    | 2 |
| D8. Delivery        | 2 |
| D9. Local Inventory | 3 |
| D10. Returned Goods | 3 |
| D11. Orders         | 3 |
| D12. Records        | 4 |

#### Measurement and Payment

|               |   |
|---------------|---|
| D13. Invoices | 4 |
| D14. Payment  | 4 |

#### Warranty

|               |   |
|---------------|---|
| D15. Warranty | 4 |
|---------------|---|

### PART E - SPECIFICATIONS

#### General

|                               |   |
|-------------------------------|---|
| E1. Applicable Specifications | 1 |
| E2. Goods                     | 1 |

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 SUPPLY AND DELIVERY OF COLD WATER METERS (5/8") STANDARD REGISTER

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, October 2, 2015

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 D3.1.

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. CONFIDENTIALITY**

B4.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

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

### **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 Bid Opportunity, or clarifying the meaning or intent of any provision therein.

- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The Bidder is responsible for ensuring that he/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 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.

## **B6. SUBSTITUTES**

- B6.1 The Work is based on the materials, equipment, methods and products specified in the Bid Opportunity.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the material, equipment, method or product as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/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 Bidder 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 Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.

- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/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 B15.
- 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. BID SUBMISSION**

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid; and
  - (b) Form B: Prices.
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the 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, to constitute a responsive Bid.
- B7.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.5 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 Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B7.5.1 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.
- B7.6 The Bidder shall state the location of local inventory on Form B: Prices in accordance with D9.
- B7.7 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.8 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B15.1(a).
- B7.9 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204 - 949-1178.
- B7.9.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B7.10 Bids submitted by internet electronic mail (e-mail) will not be accepted.

## **B8. BID**

- B8.1 The Bidder shall complete Form A: Bid, making all required entries.
- B8.2 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/her own name, his/her name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B8.2.1 If a Bid 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: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B8.4 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/her own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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

B8.5 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.

## **B9. PRICES**

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

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

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

B9.1.2 Prices on Form B: Prices shall not include 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 Bids.

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 The Bidder should state an Inventory Location in Winnipeg as evidence of compliance with D9.

**B10. DISCLOSURE**

B10.1 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.

B10.2 The Persons are:

(a) N/A

**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 Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

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 Further to B11.4, the Bidder shall provide representative sample(s) of the goods offered, in accordance with E2, for detailed inspection and approval, within ten (10) days of a request from the Contract Administrator.

B11.5.1 Failure to provide the sample unit(s) for detailed inspection and approval, in accordance with B15.1(b), may result in the Bid being determined to be non-responsive.

B11.5.2 The Bidder shall be responsible for all freight costs associated with the delivery and return of samples.

B11.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

## **B12. 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 Total 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 Division website 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 Division website 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/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B14.1.1 Notwithstanding C21, 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/her Bid after the Submission Deadline but before his/her 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, or acceptable deviation therefrom (pass/fail);



- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B11 (pass/fail);
  - (c) Total Bid Price;
  - (d) economic analysis of any approved alternative pursuant to B6.
- 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/her Bid or in other information required to be submitted, that he/she is responsible and qualified.
- B15.4 Further to B15.1(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.
- B15.4.1 Further to B15.1(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.
- B15.5 This Contract will be awarded as a whole.
- 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, in accordance with B15.
- B16.3.1 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.
- B16.4 Notwithstanding C4 and Paragraph 6 of Form A: Bid, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B16.5 The Contract Documents, as defined in C1.1(n)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for the Supply of Goods* (Revision 2008 05 26) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Supply of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Goods*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

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

#### **D2. SCOPE OF WORK**

D2.1 The Work to be done under the Contract shall consist of the supply and delivery of cold water meters 5/8" (15mm) standard register for the period from November 1, 2015 until October 31, 2016, with the option of four (4) mutually agreed upon one (1) year extensions.

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

D2.1.2 Changes resulting from such negotiations shall become effective on November 1st of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

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

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

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

D2.3 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

#### **D3. CONTRACT ADMINISTRATOR**

D3.1 The Contract Administrator is:  
David Murdoch, P. Eng.  
Process Improvement Engineer  
Telephone No.: 204-986-7577  
Facsimile No.: 204-986-7576  
Email: dmurdoch@winnipeg.ca

#### **D4. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

D4.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D4.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

- D4.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
  - (b) the Contract, all deliverables produced or developed; and
  - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D4.4 A Contractor who violates any provision of D4 may be determined to be in breach of Contract.

## **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 Bids Submissions must be submitted to the address in B7.5

## **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/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D7.2 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;.
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

### **D8. DELIVERY**

- D8.1 Goods shall be delivered on an "as required" basis during the term of the Contract, f.o.b. destination, freight prepaid, to:
- Water and Waste Dept. Stores  
552 Plinguet Street – Door 27  
Winnipeg, MB
- D8.1.1 Goods shall be delivered within twenty (20) Business Day(s) of the placing of an order, unless otherwise allowed by the User at the time of ordering.

- D8.2 Goods shall be delivered between 8:30 a.m. and 3:30 p.m. on Business Days.
- D8.3 Goods shall be delivered in releases of approximately one thousand (1000) or two thousand (2000) pieces per order.
- D8.4 The Contractor shall confirm each delivery with the Contract Administrator or his/her designate at least two (2) business days before delivery.

## **D9. LOCAL INVENTORY**

- D9.1 The Contractor shall maintain an inventory of five hundred (500) of the cold water meters in Winnipeg with a delivery response time of five (5) Working Days or less when an order is placed.
- D9.1.1 The Contractor may store in-city inventory at the Water & Waste warehouse at 552 Plinguet Street at no charge to the Contractor.
- D9.2 In-city inventory used during the term of the Contract shall be promptly replaced by the Contractor.
- D9.3 At the end of the Contract, the City agrees to purchase any remaining in-city inventory, not in excess of 500 pieces, from the Contractor at the prevailing contractual price in effect at the time of purchase.

## **D10. RETURNED GOODS**

- D10.1 Further to C.7 and C.11, the Contract Administrator or his/her designate shall inform the Contractor of the item(s) being returned and the reason for the return. The Contractor shall provide the Contract Administrator with Return Material Authorization (RMA) including shipping instructions, within five (5) Calendar Days of the request.
- D10.1.1 The Contractor shall be responsible for all transportation charges on returned goods and, further to C.8, the goods will be held at the Contractor's risk pending instruction.
- D10.2 Further to D10.1 (above) the RMA shall include the following information, as a minimum:
- (a) Company name, if different than Contractor, and ship to addresses;
  - (b) Written authorization for the return and for a collect shipment;
  - (c) Preference of carrier / shipping method, a contact person with either a local Winnipeg telephone number or a toll-free telephone number;
  - (d) A contact person, responsible for the returned goods, with a toll-free telephone number.
- D10.3 The Contract Administrator shall provide, as a minimum:
- (a) The City department returning the goods, including an address and contact information for pick up;
  - (b) The City account number; if applicable;
  - (c) The City of Winnipeg's Department and address;
  - (d) Two (2) copies of the written authorization / RMA, one (1) copy on the outside and (1) one within the package;
  - (e) Total number of packages, weight and dimensions.

## **D11. ORDERS**

- D11.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number, as well as an Email address, at which orders for delivery may be placed.

## **D12. RECORDS**

- D12.1 The Contractor shall keep detailed records of the goods supplied under the Contract.
- D12.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses;
  - (b) order date(s);
  - (c) delivery date(s); and
  - (d) description and quantity of goods supplied.
- D12.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

## **MEASUREMENT AND PAYMENT**

### **D13. INVOICES**

- D13.1 Further to C10, the Contractor shall submit an invoice for each order delivered to:
- The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg MB R3B 1B9
- Facsimile No.: 204- 949-0864  
Email: [CityWpgAP@winnipeg.ca](mailto:CityWpgAP@winnipeg.ca)
- D13.2 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.
- D13.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D13.4 Bids Submissions must be submitted to the address in B7.5

### **D14. PAYMENT**

- D14.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.
- D14.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

## **WARRANTY**

### **D15. WARRANTY**

- D15.1 Warranty is as stated in C11.

D15.1 Notwithstanding C11, the warranty period for each item of Work supplied shall begin on the date of successful delivery and expire one (1) year thereafter unless extended pursuant to C11.3, in which case it shall expire when provided for thereunder.

## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS

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

#### E2. GOODS

- E2.1 The Contractor shall supply and deliver cold water meters 5/8" (15mm) standard register in accordance with the requirements hereinafter specified.
- E2.2 The Contractor shall supply the meters as specified with a Serial Number as informed by the Contract Administrator, or his/her designate, and increase sequentially to the total quantity per order. Serial Numbers shall be eight (8) digits. Should the Serial Numbers supplied contain less than eight (8) digits, an appropriate number of zeros (0s) shall be added to the left of the supplied Serial Numbers in order to create eight (8) digit Serial Numbers.
- E2.3 Meters shall conform to The American Water Works Association (AWWA) Standard C700-95 "Standard for Cold Water Meters - Displacement Type, Bronze Main Case including Appendix A and Appendix B - Supplemental Information. If there is any inconsistency between any clause contained in the aforementioned AWWA Standard and any clause contained in this specification, this specification shall prevail.
- E2.4 The Contractor shall, if requested, provide an affidavit of compliance (AWWA C700-95, Sec. 6.3) within ten (10) Calendar Days after award of Contract to the Contract Administrator identified in D3.1.
- E2.5 The following requirements are specified (AWWA C700-95, Sec. 4.2):
- (a) the meter will perform to new meter accuracy standards (AWWA C700-95, Sec. 4.2.8.) for a period of one (1) year after being placed in service by the City of Winnipeg;

| Meter Size   | Accuracy at Maximum Flow Rate | Accuracy at Intermediate Flow Rate | Accuracy at Minimum Flow Rate |
|--------------|-------------------------------|------------------------------------|-------------------------------|
| 5/8 " (15mm) | 15 gpm<br>98.5 – 101.5%       | 2 gpm<br>98.5 – 101.5%             | 0.25 gpm<br>95 – 101%         |

- (b) should a meter not perform as specified, the Contractor shall replace it at no cost to the City of Winnipeg. A meter shall be determined not to be performing as specified if it fails to pass an accuracy test, conducted by the City of Winnipeg according to AWWA Standards. The warranty shall not apply to meters that have been damaged due to abnormal circumstances. It is intended that the warranty is applicable to meters that have been subjected to normal operating practices within the rated capacity of the meter.
- E2.6 Should cast iron frost protection devices be provided, internal corrosion protection shall be provided (AWWA C700-95, Sec. 4.2.5).
- E2.7 The meter in size 5/8" (15 mm) shall be frost-protection-type design (AWWA C700-95, Sec. 4.3.1.1). If the frost protection plate fails and as a result internal damage occurs, the Contractor shall replace the damaged meter at the Contractor's cost for a period of ten years from date of supply.
- E2.8 Meters shall be furnished with top or bottom covers constructed from cast iron, stainless steel or copper alloy (AWWA C700-95, Sec. 4.2.9.2).



- E2.9 The meter size 5/8" (15 mm) shall not require coupling nuts and tailpiece.
- E2.10 The straight reading permanently sealed registers (AWWA C700-95 Sec. 4.3.3) to be furnished with each meter shall be as follows:
- (a) Register shall read in cubic meters;
  - (b) Register shall be of the magnetic drive type (AWWA C700-95 Sec. 4.3.3.1);
  - (c) Register shall contain six (6) numeral wheels. The five (5) leftmost wheels shall be black numbers on a white background. The rightmost wheel shall be white numbers on a black background and shall be calibrated to display tenths of a cubic meter;
  - (d) The register shall be attached to the meter body such that it can accept a tamper seal wire or shall be sealed at the factory such that any tampering is easily detected or prevented;
  - (e) The faceplate of the register shall be labeled with the manufacturer's name;
  - (f) Odometers shall be set to zero (000000) at time of shipping to the City of Winnipeg;
  - (g) The register shall be equipped with a low flow indicator;
  - (h) For the purpose of this Bid Opportunity a permanently sealed register shall be a register protected by a formed joint that can only be unsealed by destroying one or more of the components forming the joint.
- E2.11 When installed by the City of Winnipeg, the meter will be sealed using a copper seal wire. Meters supplied shall meet one of the following provisions:
- (a) Where bayonet mount register is provided, meters shall be supplied to accept a three (3) point seal to the register, through a bolt with a hole in the head of the bolt, which bolt secures the bottom cover, and to the upstream coupling nut/flange; or
  - (b) Where the register is mounted inside the top cover, a two (2) point seal to the top cover and to the upstream coupling nut/flange; or
  - (c) Some alternate sealing wire technique as may be proposed by the Contractor that is acceptable to the City of Winnipeg. Such alternate sealing wire technique must be approved by the City of Winnipeg **prior** to the Bid Opportunity Submission Deadline, in accordance with B6.
- E2.12 With respect to Table 1 in AWWA Standard C700-95, revise "Maximum Pressure Loss at Safe Maximum Operating Capacity" from 15 psi to 13 psi.
- E2.13 Registration accuracy shall meet or exceed requirements of AWWA C700-95, Sec. 4.2.8. Accuracy testing of each meter and register shall be performed. Each meter shall be factory tested for accuracy of registration at flow rates and test flow quantities in accordance with Section 4.2.8 of AWWA C700-95 and AWWA Manual M6. The manufacturer shall furnish (a) certificate(s) showing that each meter and register has (have) been tested for accuracy of registration and that the meter assembly complies with the accuracy and capacity requirements of AWWA C700-95 within ten (10) Working Days from a request by the Contract Administrator.
- E2.14 The City may, at its discretion, randomly test up to five (5) percent of the water meters in any given shipment in accordance with the foregoing. The City will test each meter at three (3) flow rates, these being "minimum test flow" and the upper limit and lower limit for "normal test flow limits" as listed in Table 1 AWWA C700-95, Section 4.2.8. Should the City test a meter and find that it does not meet the specified accuracy requirements, the following shall apply:
- (a) Up to ten (10) percent of the shipment quantity shall be accuracy tested by the City, at the Contractor's expense. This applies to all costs of testing following discovery of a non-conforming meter; and
  - (b) Should **any** other meter be found not to meet the specified accuracy requirements the entire shipment shall be replaced or adjusted by the Contractor at the Contractor's expense.
  - (c) Whilst the City is waiting for adjustment or replacement of a shipment that does not meet accuracy requirements indicated in (b), the City may, at its' discretion, retain the original shipment until replacement or other acceptable adjustment is made. The City shall continue to accuracy test this shipment at a one hundred (100) percent test rate and any

meters found to pass said accuracy tests shall be deemed acceptable. The costs of all such testing shall be borne by the Contractor.

- E2.15 Meters and registers supplied under this Contract become the property of the City of Winnipeg and the Contractor acknowledges that the City may use these meters and registers in any way that the City shall decide. Without limiting the foregoing, the City will be able to read any meters or meter registers purchased under this Bid Opportunity using meter interface units manufactured or otherwise provided by any supplier, vendor or manufacturer of the City's choice at any time in the future. The Contractor acknowledges that such use would not be an infringement on any patent or any other intellectual property rights as may be claimed by the Contractor in any such meters or registers.
- E2.16 The meters to be supplied under this Contract are for use in residential buildings and commercial buildings. Meters are often installed in close proximity to the daily activities of the inhabitants. Accordingly, noise levels emitted from the meter should be such that they do not impact on the inhabitant's lifestyles.
- E2.17 All meter main cases shall be made of a lead-free brass containing a minimum of eighty-five (85) percent (%) copper that meet National Sanitation Foundation (NSF) 61 standard. The Serial Number shall be stamped between the outlet port of the main case and the register. All Serial Numbers shall be eight (8) digits, as per E2.2. Main case markings shall be cast raised and shall indicate size, model, direction of flow and meet (NSF) 61 certification. Plastic main cases are not acceptable.
- E2.18 All lead-free brass main cases shall be guaranteed free from manufacturing defects in workmanship and material for the life of the meter.