



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 739-2015

**REQUEST FOR PROPOSAL FOR SUPPLY AND INSTALLATION OF GAS
CHROMATOGRAPH**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSAL FOR SUPPLY AND INSTALLATION OF GAS CHROMATOGRAPH

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon. Winnipeg time, October 6, 2015.

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 as 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 ten (10) 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 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;
 - (b) Form B: Prices.
- B7.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent;
 - (b) Instrument and Software Details;
 - (c) Method Document.
- 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 rawings and six (6) 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

B10.1 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and Subcontractors in the industry providing laboratories with similar products for the analysis of similar compounds in water and wastewater on up to five 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 an Email 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 Proponent should submit the details of how the fully functional instrument and the software operates.

B11.2 The Proponent should submit details on how the Instrument and Software addresses and validates each requirement listed in E2 to E5.

B12. METHOD DOCUMENT

- B12.1 The Proponent should submit a method for use with the proposed instrument being supplied and be in accordance with E2.9.
- B12.2 Include the following information;
- (a) which references method is used;
 - (b) "MDL" for each parameter
 - (c) recommended quality control to be used

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

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 The Contract Administrator may request a demonstration of product by the most advantageous Proponents 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 (10%)
 - (e) Instrument and Software Details (45%)
 - (f) Method Document (5%)
 - (g) Economic analysis of any approved alternative pursuant to 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), Method Document will be evaluated considering the information provided in response to B12.
- B20.8 This Contract will be awarded as a whole.

B20.9 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 Notwithstanding C4 and Paragraph 6 of Form A: Proposal, the City may issue a purchase order to the successful Proponent in lieu of the execution of a Contract.

B21.5 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

C23. GENERAL CONDITIONS

- C23.1 The *General Conditions for the Supply of Goods* (Revision 2008 05 26) are applicable to the work of the Contract.
- C23.1.1 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
- C23.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Goods*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of Supply and Installation of a Gas Chromatograph.

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 features of the Gas Chromatograph and method of use ;
and
- (e) Support service and product warranty.

D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) "**CSA**" means Canadian Standard Association;
- (b) "**EPA**" means Environmental Protection Agency;
- (c) "**EPC**" means electronic pneumatic control;
- (d) "**eV**" means electron volt;
- (e) "**GC**" means Gas Chromatograph;
- (f) "**GLP**" means good laboratory practices;
- (g) "**LIMS**" means Laboratory information management system;
- (h) "**MDL**" means minimum detection limit;
- (i) "**MS**" means Mass Spectrometer;
- (j) "**NIST**" means National Institute for Standards and Technology;
- (k) "**Proponent**" means any Person or Persons submitting a Proposal for the Work;
- (l) "**µg/L**" means micro grams per liter.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Courtney Diduck
Analytical Service Branch Head
Telephone No.: 204 986-4752
Email Address: cdiduck@winnipeg.ca

D4.2 Bids Submissions must be submitted to the address in B7.

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.

D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D6.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

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

D8. INSURANCE

D8.1 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;

D8.2 Deductibles shall be borne by the Contractor.

D8.3 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.

D8.4 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.

D9. MATERIAL SAFETY DATA SHEETS

D9.1 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.

D9.2 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

D10. COMMENCEMENT

D10.1 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.

D10.2 The Contractor shall not commence any Work until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the workers compensation coverage specified in C6.16;
 - (iii) evidence of the insurance specified in D8;
 - (iv) the Material Safety Data Sheets specified in D9
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D11. DELIVERY

D11.1 Goods shall be delivered and installed within sixty (60) Calendar Day(s) of the placing of an order, f.o.b. destination, freight prepaid to:

Courtney Diduck
Analytical Service Branch Head
2230 Main Street
Winnipeg MB

D11.2 The Contractor shall confirm each delivery with the Contract Administrator or his/her designate, at least two (2) Business Days before delivery.

D11.3 Goods shall be delivered between 8:30 a.m. and 4:30 p.m. on Business Days.

D11.4 The Contractor shall be responsible for all freight costs associated with the delivery and return of the equipment.

D11.5 The Contractor shall off-load goods as directed at the delivery location

D11.6 Training shall be completed fifteen (15) business days post installation in accordance with E2.10.

D12. LIQUIDATED DAMAGES

- D12.1 If the Contractor fails to achieve delivery and installation of the Goods within the time specified in D11, the Contractor shall pay the City one thousand four hundred and forty dollars (\$1440) per Calendar Day for each and every Calendar Day until the goods have been delivered.
- D12.2 The amount specified for liquidated damages in D12.1 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.
- D12.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

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
- 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.

D14. PAYMENT

- D14.1 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D15. PAYMENT SCHEDULE

- D15.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D16. WARRANTY

- D16.1 Notwithstanding C11.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter, except where longer warranty periods are specified in the

respective Specification sections, unless extended pursuant to C11.2 to C11.3, in which case it shall expire when provided for thereunder.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- 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 a method along with a GC with an MS detector and a headspace auto sampler 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.
- E2.2 Item No. 1 – Automatic Headspace Sampler shall:
- (a) be controlled through the software;
 - (b) be equipped with robotic/automated vial processing capabilities and be able to run unattended for twenty four (24) hours;
 - (c) be capable of automatically calibrating, aligning and checking for vial leaks;
 - (d) be equipped with incubator for pre-conditioning of samples
 - (e) be equipped with an Integrated bar-code reader with data transfer capability for sample tracking;
 - (f) be equipped with EPC for vial leak checking and barometric pressure compensation;
 - (g) accommodate at least 50 vials;
 - (h) be capable of multiple headspace extraction for low concentration analysis;
 - (i) be equipped with ergonomic crimper with easy adjustment features;
 - (j) be capable of adjusting sample volume without the sample loop changes;
 - (k) be equipped with temperature control cooling system which keeps samples at twenty (20) degrees Celsius or cooler in a thirty (30) degrees Celsius environment to prevent sample degradation;
 - (l) be equipped with overlapping thermo stating capability allowing the next sample to be analyzed as soon as the previous one is complete;
 - (m) be equipped with sample shaker;
 - (n) be equipped with an inert sample flow path to minimize cross-contamination and reduce loss of analyte; and
 - (o) be equipped to use Nitrogen gas (N₂) as the pressurizer in the Headspace Sampler system or approved substitute in accordance with B6.
- E2.3 Item No. 2 - Desktop Computer shall:
- (a) be loaded with the software from E2.4 (software maybe load onsite)
 - (b) be Windows 7 Software compliant operating system
 - (c) include a 21" 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.

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

- (a) run under Windows 7;
- (b) accept patches and upgrades. Patches shall be provided free of charge;
- (c) operate and control the auto-sampler and headspace sampler, regulates the carrier gas, controls constant pressure and constant flow and the programmable flows and pressure, oven temperature, GC and the MS detector;
- (d) be equipped with template/work list and allows all samples/standards to be selected individually or grouped for type analysis;
- (e) have equipment with template methods and a tools which helps you create custom methods;
- (f) allow for automatic shutdown/start up or be placed in standby mode for unattended analysis which includes feature which conserve both gas and electricity when not in use;
- (g) be equipped with alarm functions with user definable alarm limits to enable unattended analysis including vision notification and alerts;
- (h) be equipped with integrated early maintenance feedback reports which includes notifications on number of injections or time of use which allows for scheduling maintenance;
- (i) be equipped with vision real time status reports for each sample at different phases of analysis;
- (j) be equipped with programmable features which will allow analysis to continue if a problem is detected;
- (k) allow for the modification (e.g. insertion/deletion) of sample positions during analysis run;
- (l) allow viewing of the calibration curve (chromatograph) during the sample and calibration runs;
- (m) allow for analyte peak editing during or after analysis run;
- (n) automatically store the data, method and instrument variables while the data was being acquired;
- (o) be capable of data quality control management;
- (p) be capable of pausing runs at any point then resuming from the same point;
- (q) be capable of reprocessing the data under different instrument conditions;
- (r) be capable of exporting results in different formats to Microsoft Excel or LIMS during/after analysis;
- (s) comply with 21 CFR (Code of Federal Regulation) Part 11;
- (t) produce reports that are acceptable under Good Laboratory Practices (GLP);
- (u) comply with chromatographic data management systems (CDMS); and
- (v) be compatible with the Mass Spectrometry NIST (National Institute for Standards and Technology) library.

E2.5 Item No. 4 - Gas Chromatograph shall

- (a) support a minimum of one (1) inlets and one (1) detector, with the ability to expand to a multiply inlet and detector set up for future expansions;
- (b) have full EPC for all inlets and detectors;
- (c) have wide temperature operating range with from about four (4) degrees Celsius to four hundred and fifty (450) degrees Celsius;
- (d) have GC oven temperature control allowing fast and precise temperature ramping for optimum performance with thirty (30) degrees Celsius per minute or better ;
- (e) be equipped with carbon dioxide (CO₂) cryogenic cooling, for rapid oven cool down;

- (f) have a monitoring system with information on counters, electronic logs and diagnostic;
- (g) have multiple pressure control mode: including constant flow, constant pressure, programmable flow and programmable pressure;
- (h) be suitable for all capillary column, fifty (50) um to five hundred and thirty (530) um ID;
- (i) have EPC compensated inlet for atmospheric and temperature variation;
- (j) have standard and inert flow path, split/split less capillary inlets;
- (k) have electronic septum purge flow (inlet flushing) control to eliminate ghost peaks;
- (l) be equipped with integrated early maintenance feedback reports which includes notifications on number of injections or time of use which allows for scheduling maintenance;
- (m) be equipped with gas saver mode to reduce gas consumption; and
- (n) be equipped to use hydrogen gas (H₂) as both the carrier and makeup gas or approved substitute in accordance with B6.

E2.6 Item No. 5 – Mass Spectrometer Detector shall;

- (a) have Mass Selective Triple Axis Detector with Data System;
- (b) have Temperature settable and Transfer line settable from fifty (50) degrees Celsius to three hundred and fifty (350) degrees Celsius;
- (c) be Capable of scanning thirty five (35) to 300 amu per two (2) seconds or less;
- (d) have Ten (10) to One Hundred (100) eV electron energy in the electron impact ionization mode;
- (e) have Mass stability +/- m/z over forty eight (48) hours;
- (f) have MS Data Collection, Full Scan, SIM and simultaneous SCAN/SIM;
- (g) have Linear dynamic range one million (10⁶) dependant on acquisition rate;
- (h) have Acquisition rate 100 points per second;
- (i) have Scan rate fully variable up to twelve thousand (12,000) amu;
- (j) be Software compatible with Windows 7 and Office 2010;
- (k) be Compatible with NIST Mass Spectral Library;
- (l) have Power consumption, Standard GC 2400 VA;
- (m) be MS Tuning optimized for EPA methods.

E2.7 Item No.6 –Developed Method to be used with the provided equipment that has been optimized for E2.7(e) parameters for analyzing VOC (volatile organic compounds) using headspace GC MS shall ;

- (a) be based on EPA 5021A Method Volatile organic compounds in various sample matrices using equilibrium headspace analysis and /or; Standard Method for the Examination of Water and Wastewater 6200 Volatile Organic Compounds
- (b) use Hydrogen Gas as the carrier and makeup gas;
- (c) have Method optimized
- (d) be based on Good Laboratory Practice
- (e) include at least all the following parameters with a MDL of zero point five (0.5) ug/L (micrograms per liter) for each parameter for water, wastewater and industrial waste matrices ;
 - (i) Acetone
 - (ii) t-Amyl alcohol (TAA);
 - (iii) t-Amyl ethyl ether (TAEE);
 - (iv) t-Amyl methyl ether (TAME);
 - (v) Benzene;
 - (vi) Bromochloromethane;

- (vii) Bromodichloromethane;
- (viii) Bromoform;
- (ix) Bromomethane;
- (x) t-Butyl alcohol (TBA);
- (xi) Carbon tetrachloride;
- (xii) Chlorobenzene;
- (xiii) Chloroethane;
- (xiv) Chloroform;
- (xv) Dibromochloromethane;
- (xvi) 1,2-dibromo-3-chloropropane;
- (xvii) 1,2-dibromoethane;
- (xviii) Dibromomethane;
- (xix) 1,2,-Dichlorobenzene;
- (xx) 1,3,-Dichlorobenzene;
- (xxi) 1,4,-Dichlorobenzene;
- (xxii) Dichlorodifluoromethane;
- (xxiii) 1,1-Dichloroethane;
- (xxiv) 1,2-Dichloroethane;
- (xxv) 1,1-Dichloroethene;
- (xxvi) Trans-1,2-Dichloroethene;
- (xxvii) 1,2-Dichloropropane;
- (xxviii) Diisopropyl ether (DIPE);
- (xxix) Ethanol;
- (xxx) Ethylbenzene;
- (xxxi) Ethyl tert-butyl ether (ETBE);
- (xxxii) Hexachlorobutadiene;
- (xxxiii) Isopropanol;
- (xxxiv) Methyl tert-butyl ether (MTBE);
- (xxxv) Methylene chloride;
- (xxxvi) Naphthalene;
- (xxxvii) Styrene;
- (xxxviii) 1,1,1,2-Tetrachloroethane;
- (xxxix) 1,1,2,2-Tetrachloroethane;
 - (xl) Tetrachloroethane;
 - (xli) Toluene;
 - (xlii) 1,2,4-Trichlorobenzene;
 - (xliii) 1,1,1-Trichloroethane;
 - (xliv) 1,1,2-Trichloroethane;
 - (xlv) Trichloroethene;
 - (xlvi) Trichlorofluoromethane;
 - (xlvii) 1,2,3-Trichloropropane;
 - (xlviii) Vinyl chloride;
 - (xlix) o-Xylene;
 - (l) m-Xylene;
 - (li) p-Xylene.

E2.8 Item No. 7 – Consumables shall be;

- (a) supplies for up to 500 samples to be analyzed by headspace injection on the GC-MS;

- (b) same type and quantity as specified in the developed method from E2.7 which shall include but not be limited to;
 - (i) column(s) specific for analysis of parameters listed in E2.7(e);
 - (ii) syringe(s) specific for analysis for parameters listed in E2.7(e);
 - (iii) deactivated liner(s);
 - (iv) injection-molded inlet gold seal;
 - (v) headspace vials;
 - (vi) tool kit;
 - (vii) Column Performance Kit specific for each column supplied if different kit is required;
 - (viii) leak test kit for the headspace sampler.

E2.9 Item No. 8 – Installation shall be in accordance with E3.

E2.10 Item No. 9 – Training shall be in accordance with E4

E2.11 Item No. 10 – Technical Support shall be in accordance with E5

E2.12 Item No. 11 – Extended Warranty shall be in accordance with E6

E2.13 Item No. 12 – Optional Extended Service Agreement shall be in accordance with E7;

E3. INSTALLATION

E3.1 Installation shall include:

- (a) a schedule acceptable to the Contract Administrator but in no event later than as specified in D11;
- (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 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 oven, certificate for the detector, flow calibration certification for the detector, calibration certificate for any timers, and mass/volume calibration certificated for the auto sampler; and
- (e) the final evaluation report/statement of qualification for the method of choice in E2.7 based on the analysis of quality control samples to determine the instrument range, instrument MDL, accuracy, and precision or repeatability.

E4. TRAINING

E4.1 Training shall

- (a) include scheduling at a time approved by the Contract Administrator;
- (b) be performed on-site by qualified personnel approved by the Contract Administrator. The proof for qualification of training personnel shall be supplied on request by 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 water samples;
and
- (g) include a written evaluation of analyst competency after completion of the training
(certificate).

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.

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 EXTENDED SERVICE AGREEMENT

E7.1 Optional Extended 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; and
 - (iii) tuning or optimizing the instrument, if required

E7.2 The City reserves the right not to purchase the extended service agreement.