



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 175-2010**

**SUPPLY AND DELIVERY OF PORTABLE AREA VELOCITY SEWER FLOW  
METERS RATED FOR USE IN CLASS 1 ZONE 2 HAZARDOUS LOCATIONS**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

- B1.1 SUPPLY AND DELIVERY OF PORTABLE AREA VELOCITY SEWER FLOW METERS RATED FOR USE IN CLASS 1 ZONE 2 HAZARDOUS LOCATIONS

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 24, 2010.
- B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. ENQUIRIES**

- B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.
- B3.2 If the Bidder finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- 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 Request for Proposal 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 Request for Proposal 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.
- B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals 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 Bidder is responsible for ensuring that he 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 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B6. SUBSTITUTES**
- B6.1 The Work is based on the materials, equipment, methods and products specified in the Request for Proposal.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.
- B6.4 The 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 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, only to the Bidder who requested approval of the substitute.
- B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- 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 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 B16.

- 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.
- B6.10 Notwithstanding B6.2 to B6.9 and in accordance with B7.6, deviations to inconsistent with the Request for Proposal document shall be evaluated in accordance with B18.1(a).

## **B7. PROPOSAL SUBMISSION**

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
  - (b) Form B: Prices;
  - (c) Technical Data;
  - (d) Flow Meter Requirements.
- 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 Proposal shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.3.1 Bidders should submit one (1) **unbound** original (marked "original") and one (1) copy.
- B7.4 The Proposal Submission shall be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B7.4.1 Samples or other components of the Proposal Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.
- B7.5 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.6 Bidders are advised that inclusion of terms and conditions inconsistent with the Request for Proposal document, including the General Conditions, will be evaluated in accordance with B18.1(a).
- B7.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.8 Proposals shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1

## **B8. PROPOSAL**

- B8.1 The Bidder 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 Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
  - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;

- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- 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 Bidder shall identify a contact person who is authorized to represent the Bidder 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 Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
  - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers 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 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 "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Proposal and the Contract, when awarded, shall be both joint and several.
- 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 the Manitoba Association for Resource Recovery Corporation (MARRC) Environmental Handling Charge (EHC) 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.

## **B10. QUALIFICATION**

B10.1 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.

B10.2 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>

B10.3 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);

B10.4 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.

B10.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

## **B11. TECHNICAL DATA**

B11.1 The Bidder shall provide the specifications of the proposed products in their proposal.

## **B12. FLOW METER REQUIREMENTS**

B12.1 The Bidder shall state on Form B: Prices, under Item 1, whether the Flow Meter will use pulse wave Doppler or continuous wave Doppler.

## **B13. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B13.1 Proposals will not be opened publicly.

B13.2 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>

B13.3 To the extent permitted, the City shall treat all Proposal as confidential, however the Bidder is advised that any information contained in any Proposal Submission may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

**B14. IRREVOCABLE OFFER**

- B14.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B14.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work for the time period specified in Paragraph 10 of Form A: Proposal.

**B15. WITHDRAWAL OF OFFERS**

- B15.1 A Bidder may withdraw his Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B15.1.1 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.
- B15.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B15.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
  - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal; and
  - (c) if the notice has been given by any one of the persons specified in B15.1.3(b), declare the Proposal withdrawn.
- B15.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B14.2 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.

**B16. INTERVIEWS**

- B16.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

**B17. NEGOTIATIONS**

- B17.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B17.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.
- B17.3 If, in the course of negotiations pursuant to B17.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Bidder from the Proposal as originally submitted.



## **B18. EVALUATION OF PROPOSALS**

B18.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Request for Proposal or acceptable deviation therefrom:
  - (i) mandatory requirements (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10:
  - (i) mandatory qualifications (pass/fail);
- (c) Total Bid Price 60%;
- (d) Technical Data pass/fail
- (e) Flow Meter Requirements
  - (i) Flow Meter containing pulse wave Doppler 25%
  - (ii) Flow Meter containing continuous wave Doppler 15%
- (f) economic analysis of any approved alternative pursuant to B6.

B18.2 Further to (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.

B18.3 Further to (b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal, in other information required to be submitted, during interviews or in the course of reference checks, that he is responsible and qualified.

B18.4 Further to (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.

B18.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.

B18.4.2 Further to B18.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B18.5 Further to B18.1(d), Technical Data shall be evaluated considering the information provided in the proposal.

B18.6 Further to B18.1(e)(i), the Flow Meter containing pulse wave Doppler will be given a total of twenty-five (25) points.

B18.7 Further to B18.1(e)(ii), the Flow Meter containing continuous wave Doppler will be given a total of fifteen (15) points.

B18.8 This Contract will be awarded as a whole. The City may choose to award Option A, if it is in the City's best interest.

B18.9 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B18.1(a) and B18.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

## **B19. AWARD OF CONTRACT**

B19.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

- B19.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B19.2.1 Without limiting the generality of B19.2, 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.
- B19.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer, in accordance with B18.
- B19.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Proposal upon written request to the Contract Administrator.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for the Supply and Delivery of Goods* (Revision 2008 05 26) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Supply and Delivery of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management 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 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 and Delivery 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 portable area velocity sewer flow meters and wireless telemetry modems rated for Class 1 Zone 2 hazardous locations complete with software, mounting hardware and battery chargers for the period from date of one (1) year from date of award.

D2.1.1 The City intends to purchase, upon award of Contract, the following:

- (a) ten (10) portable area velocity sewer flow meters rated for Class 1 Zone 2 hazardous locations;
- (b) one (1) flow meter software;
- (c) five (5) flow meter software user licenses;
- (d) two (2) battery chargers for the flow meter;
- (e) four (4) additional rechargeable batteries for the flow meter;
- (f) ten (10) ultrasonic level sensors rated for Class 1 Zone 2 hazardous locations;
- (g) two (2) direct connect barrier communication cables rated for Class 1 Zone 2 hazardous locations;
- (h) ten (10) five-year cellular data plans complete with web hosting;
- (i) ten (10) wireless telemetry modems rated for Class 1 Zone 2 hazardous locations;
- (j) two (2) battery chargers for the wireless modem;
- (k) ten (10) interface cables to connect the flow meters to the wireless modems rated for Class 1 Zone 2 hazardous locations;
- (l) ten (10) wireless modem antennas rated for Class 1 Zone 2 hazardous locations;
- (m) two (2) local communications cables to connect to the wireless modem;
- (n) one (1) wireless modem software;
- (o) five (5) wireless modem software user licenses.

D2.2 The Supply and Delivery 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 Subject to C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

#### D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) **"Hazardous Location"** is defined by the Canadian Electrical Code as premises, buildings or parts thereof in which there exists the hazard of fire or explosion due to highly flammable gases and/or flammable, volatile liquid mixtures that are manufactured, used or stored in other than the original containers;

- (b) **"Class I"** – Gas and Vapour Environments" means locations which are deemed hazardous due to the presence of gases or vapours that are present in the air in a sufficient quantity to produce explosive or ignitable mixtures. Locations identified as Class I require that enclosures and connectors be explosion-proof.
- (c) **"Zone 2"**— Class I locations in which:
  - (i) explosive gas atmospheres are not likely to occur in normal operation and if they do occur they will exist for a short time only; or
  - (ii) flammable volatile liquids, flammable gases or vapours are handled, processed, or used, but in which liquids, gases or vapours are normally confined within closed containers or closed systems from which they can escape only as a result of accidental rupture or breakdown of the containers or systems or the abnormal operation of the equipment by which the liquids or gases are handled, processed or used; or
  - (iii) explosive gas atmospheres are normally prevented by adequate ventilation by which may occur as a result of failure or abnormal operation of the ventilation system; or
  - (iv) the location is adjacent to a Class I, Zone 1 location from which explosive gas atmospheres could be communicated, unless such communication is prevented by adequate positive-pressure ventilation from a source of clean air, and effective safeguards against ventilation failure are provided..

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

D4.1 The Contract Administrator is:

Ho Lau, C.E.T.  
Technologist II  
110 – 1199 Pacific Avenue  
Winnipeg, Manitoba R3E 3S8  
Email: hlau@winnipeg.ca  
Telephone No.: (204) 986-5418  
Facsimile No.: (204) 224-0032

#### **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 address or facsimile number:

The City of Winnipeg  
Chief Financial Officer  
Facsimile No.: (204) 949-1174

#### **D6. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION**

D6.1 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.

D6.2 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Contract Administrator.

D6.3 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.

## **SUBMISSIONS**

### **D7. AUTHORITY TO CARRY ON BUSINESS**

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

## **SCHEDULE OF WORK**

### **D8. COMMENCEMENT**

- D8.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D8.2 The Contractor shall not commence any Work until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D7;
    - (ii) evidence of the workers compensation coverage specified in C6.16.
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

### **D9. DELIVERY**

- D9.1 Goods shall be delivered within forty-five (45) Calendar Day(s) of the placing of an order, f.o.b. destination, freight prepaid to:  
Ho Lau  
Water and Waste Department  
110-1199 Pacific Avenue  
Winnipeg, Manitoba
- D9.2 The Contractor shall confirm each delivery with the Contract Administrator or his/her designate, at least two (2) Business Days before delivery.
- D9.3 Goods shall be delivered between 8:30 a.m. and 4:30 p.m. on Business Days.
- D9.4 The Contractor shall off-load goods as directed at the delivery location.

### **D10. LIQUIDATED DAMAGES**

- D10.1 If the Contractor fails to achieve delivery of the goods within the time specified in D9.1 Delivery the Contractor shall pay the City one hundred dollars (\$100.00) per Calendar Day for each and every Calendar Day until the goods have been delivered.
- D10.2 The amount specified for liquidated damages in D10.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve delivery by the day fixed herein for same.
- D10.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

**D11. ORDERS**

D11.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number 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 the end of that quarter.

**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 and MRST 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.

**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.

**WARRANTY**

**D15. WARRANTY**

D15.1 Warranty is as stated in C11.

## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. APPLICABLE SPECIFICATIONS**

- E1.1 These Specifications shall apply to the Work.
- E1.2 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 the portable area velocity sewer flow meters in accordance with the requirements hereinafter specified.
- E2.2 Item No. 1 – Portable Area Velocity Flow Meters shall be in accordance with the Canadian Electrical Code (C.E.C.), Part 1, Section 18 – Hazardous Locations regarding Class 1 Zone 2.
  - E2.2.1 The Flow Meter shall use pulse wave Doppler or continuous wave Doppler technology.
  - E2.2.2 One (1) user manual shall be included per flow meter.
  - E2.2.3 The Flow Meter must have wireless telemetry capabilities either on board the flow meter or by installation of additional hardware that is also suitable for Class 1 Zone 2 hazardous locations.
  - E2.2.4 The Flow Meter shall have alarm dial-out capabilities either by SMS text messaging or internet.
  - E2.2.5 The Flow Meter enclosure must be able to withstand surcharged conditions within the sewer and meet the minimum environmental protection standards for NEMA 6, IP67 or equivalent rating.
  - E2.2.6 The Area Velocity Sensor shall meet the environmental protection standards for IP68 or equivalent rating.
  - E2.2.7 The Flow Meter shall be equipped with rechargeable batteries.
  - E2.2.8 The supplier shall provide on-site training for the installation and use of the flow meters and software at no cost to the City of Winnipeg.
- E2.3 Item No. 2 – Flow Meter Software shall be the software needed to operate the portable area velocity flow meters.
- E2.4 Item No. 3 – Software User Licenses shall be the user licenses for the flow meter Software.
- E2.5 Item No. 4 – Sensor Mounting Hardware shall be the hardware necessary for mounting the area velocity sensor in the sewer.
- E2.6 Item No. 5 – Battery Charger for the flow meter shall be compatible with the rechargeable batteries supplied with the flow meter.
- E2.7 Item No. 6 – Additional Rechargeable Batteries for the flow meter shall be compatible with the battery charger.
- E2.8 Item No. 7 – Ultrasonic Level Sensors rated for class 1 zone 2 hazardous locations shall be compatible with the flow meters to read levels in the sewer.
- E2.9 Item No. 8 – Direct Connect Barrier Communication Cable rated for class 1 zone 2 hazardous locations shall be compatible with the flow meter and have laptop connectivity.



- E2.10 Item No. 9 – Five (5) Year Cellular Data Plan Complete with Web Hosting shall be provided if the supplied modems are not CDMA compatible with MTS Allstream.
- E2.11 Item No. 10 – Wireless Telemetry Modem rated for class 1 zone 2 hazardous locations shall be compatible with the flow meter.
- E2.11.1 Wireless modem must include rechargeable batteries.
- E2.12 Item No. 11 – Battery Charger for the wireless modem shall be compatible with the rechargeable batteries supplied with the wireless modem.
- E2.13 Item No. 12 – Interface Cable to connect the flow meter to the wireless modem rated for class 1 zone 2 hazardous locations if required for the units to communicate with each other.
- E2.14 Item No. 13 - Wireless Modem Antenna rated for class 1 zone 2 hazardous locations.
- E2.14.1 The wireless modem antenna must be installed within the manhole.
- E2.15 Item No. 14 – Local Communications Cable Rated for Class 1 Zone 2 shall be compatible with the wireless modem and have laptop connectivity.
- E2.16 Item No. 15 – Wireless Modem software shall be the software required to operate the wireless modems.
- E2.17 Item No. 16 - Software User Licenses shall be the user licenses for the wireless modem.
- E2.18 Item No. 17 – The Annual Phone Support for equipment and software related queries.