



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 770-2019

**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, June 19, 2020.

B2.2 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.

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 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.

B3.4 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.

B3.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.

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.

B3.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

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 Request for Proposal 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.
- B5.3 Addenda will be available on the MERX website at www.merx.com.
- B5.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D3.1(a).

B6. SUBSTITUTES

- B6.1 The Work is based on the Plant, Materials and methods 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 five (5) 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 Plant, Material or method 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 B21.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price 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: Bid/Proposal; and
 - (b) Form B: Prices.
- B7.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subcontractors, in accordance with B10;
 - (b) Instrument and Software Details, in accordance with B11; and
 - (c) Method Document in accordance with B12.
- B7.3 Further to B7.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B7.5 Proposal format, including 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 proposed solution.
- B7.6 The Proposal shall be submitted electronically through MERX at www.merx.com.
- B7.6.1 Proposals will **only** be accepted electronically through MERX.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).
- B7.8 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: Bid/Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid/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: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B8.4 Paragraph 13 of Form A: Bid/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;
- (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: Bid/Proposal should be entered 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.

B10. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS

B10.1 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and Subcontractors in providing programming; design, management and contract administration services on up to three projects of similar complexity, scope and value.

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

- (a) description of the project;

- (b) role of the contractor;
- (c) project's variance between original cost and final cost;
- (d) project owner;
- (e) reference information (one current name with telephone number 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, number of employees and other pertinent information for the Proponent and all Subcontractors.

B11. INSTRUMENT AND SOFTWARE DETAILS

B11.1 The Proponent should submit the details of how the fully functional instrument and software operates.

B11.2 The Proponent should submit details on how the Instrument and Software addresses and validates each requirement listed in E2.1 to E2.12.

B12. METHOD DOCUMENT

B12.1 The Proponent should submit a method for use with the proposed instrument being supplied and be in accordance with E2.6

- B12.2 Include the following information;
- (a) which reference 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. CONFLICT OF INTEREST AND GOOD FAITH

B14.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B14.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract.
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B14.3 In connection with its Proposal, each entity identified in B14.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B14.4 Without limiting B14.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B14.5 Without limiting B14.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
- (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B14.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B14.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B15. QUALIFICATION

B15.1 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.

B15.2 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 <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

B15.3 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

B15.4 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.

B15.5 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.

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B16.1 Proposals will not be opened publicly.

B16.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.

B16.3 The Proponent is advised that any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B16.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B16.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

B17. IRREVOCABLE OFFER

B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Bid/Proposal.

B17.2 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 until a Contract for the Work has been duly formed and the contract security have been furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Bid/Proposal.

B18. WITHDRAWAL OF OFFERS

B18.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

B19. INTERVIEWS

B19.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

B19.2 The Contract Administrator may, in his/her sole discretion, ask Proponents to provide product demonstrations to given scenarios. Scenarios could include any of the Work outlined in D2. The City expects that the Proponent would be demonstrating a functional version of their proposed system.

B19.3 The Proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

B20. NEGOTIATIONS

B20.1 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.

B20.2 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.

B20.3 If, in the course of negotiations pursuant to B20.2, 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.

B21. EVALUATION OF PROPOSALS

B21.1 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 B15: (pass/fail)
- (c) Total Bid Price 20%
- (d) Experience of Proponent and Subcontractor 25%
- (e) Instrument and Software details 40%
- (f) Method Document 15%

B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal 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.

B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in his/her Proposal or in other information required to be submitted, that he/she is qualified.

- B21.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B21.1(a) and B21.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B21.5 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.
- B21.6 Further to B21.1(c) where the Total Bid Price exceeds the estimate stated in D2.3, the City may determine that no award will be made in accordance with B22.2.1(a).
- B21.7 Further to B21.1(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.
- B21.7.1 Further to B21.1(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.
- B21.8 Further to B21.1(d), Experience of Proponent will be evaluated considering the information provided in response to B10.
- B21.9 Further to B21.1(e), Instrument and Software details will be evaluated considering the information provided in response to B11.
- B21.10 Further to B21.1(f), Method Document will be evaluated considering the information provided in response to B12.
- B21.11 This Contract will be awarded as a whole.

B22. AWARD OF CONTRACT

- B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B22.2 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 qualified, and the Proposals are determined to be responsive.
- B22.2.1 Without limiting the generality of B22.2, 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.
- B22.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B22.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents.
- B22.5 Following issuance of the award letter a document package comprising the Contract Documents will be provided to the successful Proponent electronically.
- B22.6 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.

B22.7 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for the Combined Provision of Goods and Services (2020-01-31)* are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Combined Provision of Goods and Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for the Combined Provision of Goods and Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for the Combined Provision of Goods and Services*, 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, training 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 the computer, mounts and required software
- (c) Run/analyze initial real samples and standards for method performance evaluation
- (d) Onsite training of analysts on the features of the Gas Chromatograph, the method of use, functions, and capabilities
- (e) Support service and product warranty

D2.3 The pre-bid estimate for this Contract is \$100,000.00.

D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) "D" means depth;
- (b) "EPA" means Environmental Protection Agency;
- (c) "GLP" means good laboratory practices;
- (d) "H" means height;
- (e) "Hz" means Hertz;
- (f) "LIMS" means Laboratory information management system;
- (g) "MDL" means minimum detection limit;
- (h) "NIST" means National Institute for Standards and Technology;
- (i) "SM" means Sample Manager;
- (j) "V" means volt;
- (k) "W" means width ;
- (l) "CSA" means Canadian Standard Association;
- (m) "EPC" means electronic pneumatic control;
- (n) "GC" means Gas Chromatograph;
- (o) "MS" means Mass Spectrometer;
- (p) "Proponent" means any Person or Persons submitting a Proposal for Goods and Services;
- (q) "µg/L" means micro grams per liter.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Brock Bradford

Telephone No. 204 986-4752

Email Address: bbradford@winnipeg.ca

D4.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D5. NOTICES

D5.1 Notwithstanding C22.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.

D5.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in, D5.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D3.1(a).

D5.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services
Facsimile No.: 204 947-9155.

SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

D6.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D7. INSURANCE

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

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

D7.2 Deductibles shall be borne by the Contractor.

- D7.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, as applicable.
- D7.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.
- D7.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

CONTROL OF WORK

D8. COMMENCEMENT

- D8.1 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.
- D8.2 The Contractor shall not commence any Work on the Site 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 C6.14;
 - (iii) evidence of the insurance specified in D7;
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D8.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the notice of award.

D9. DELIVERY

- D9.1 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:
- Analytical Services
Branch Head
2230 Main Street, Door 1A,
Winnipeg, MB
- 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 The Contractor shall be responsible for all freight costs associated with the delivery and return of the equipment
- D9.4 Training shall be completed fifteen (15) business days post installation as per requirements E2.9
- D9.5 Goods shall be delivered between 8:30 a.m. and 4:30 p.m. on Business Days.
- D9.6 The Contractor shall off-load goods as directed at the delivery location.

D10. COVID-19 SCHEDULE DELAYS

- D10.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public and directives from

health authorities and various levels of government, and in close consultation with the Contract Administrator.

- D10.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D10.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. If the Contractor declares that COVID-19 will affect the start date, the Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.
- D10.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D9. Failure to provide this notice will result in no additional time delays being considered by the City.
- D10.5 The Work schedule, including the durations identified in D9 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.
- D10.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

CONTROL OF WORK

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 a request of the Contract Administrator.

MEASUREMENT AND PAYMENT

D13. INVOICES

- D13.1 Further to C12, the Contractor shall submit an invoice for each portion of Work performed 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

Send Invoices to CityWpgAP-INVOICES@winnipeg.ca

Send Invoice Inquiries to CityWpgAP-INQUIRIES@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 work performed;
- (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 C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D14.2 Further to C12, 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 C12, 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 C13, the warranty period shall in accordance with E2.11 after the standard manufacturer warranty.

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. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B6.

E2. SERVICES

- E2.1 The Contractor shall supply a method along with a Gas Chromatograph equipped with a FID detector and an automatic liquid sampler in accordance with the requirements hereinafter specified.
- E2.2 Item No. 1 - Injector Tower Automatic Liquid Sampler shall:
- (a) be controlled through the software;
 - (b) be equipped with a simultaneously connected split/split less injector;
 - (c) be equipped with XYZ robotic/automated vial processing capabilities;
 - (d) have the ability to run unattended for twenty four (24) hours or more;
 - (e) be equipped with an integrated bar code reader with data transfer capability for sample tracking;
 - (f) be able to accommodate a minimum of 100 sample vials at any given time; and
 - (g) be equipped with a temperature control cooling system which keeps sample vials at twenty (20) degrees Celsius or cooler in a thirty (30) degrees Celsius environment to prevent sample degradation.
- E2.3 Item No. 2 – Instrument Software shall:
- (a) run under Windows 10 Pro 64-bit operating system joined to a domain with network access running Symantec End Point Protection;
 - (b) load the software on the City provided computer;
 - (c) allow for Windows and Symantec updates;
 - (d) accept patches and upgrades. Patches shall be provided free of charge;
 - (e) operate under ChemStation software;
 - (f) operate and control the auto-sampler, regulate the carrier gas, control and program constant pressure, flows, oven temperature and Gas Chromatograph;
 - (g) be equipped with template/work list and allows all samples/standards to be selected individually or grouped;
 - (h) have equipment with template methods and tools for creating custom methods;
 - (i) 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;
 - (j) be equipped with alarm functions with user definable alarm limits to enable unattended analysis including vision notification and alerts;
 - (k) be equipped with integrated early maintenance feedback reports which includes notifications on number of injections or time of use which allows for scheduling maintenance;

- (l) be equipped with vision real time status reports for each sample at different phases of analysis;
- (m) be equipped with programmable features which will allow analysis to continue if a problem is detected;
- (n) allow viewing of the calibration curve (chromatograph) during the sample and calibration runs;
- (o) allow for analyte peak editing during or after analysis run;
- (p) automatically store the data, method and instrument variables while the data was being acquired;
- (q) be capable of data quality control management;
- (r) be capable of pausing runs at any point then resuming from the same point;
- (s) be capable of reprocessing the data under different instrument conditions;
- (t) be capable of exporting results in different formats to Microsoft Excel or SM during/after analysis;
- (u) comply with 21 Code of Federal Regulation (CFR) Part 11;
- (v) produce reports that are acceptable under Good Laboratory Practices (GLP); and
- (w) comply with chromatographic data management systems (CDMS).

E2.4 Item No. 3 – Gas Chromatographer shall :

- (a) support a minimum of one (1) inlet and one (1) detector, with the ability to expand to a multiply inlet and detector set up to accommodate for new applications or increased throughput for future expansions;
- (b) be equipped with automatic sample injector and automatic sampler tray that is controlled through a software;
- (c) be equipped with robotic/automated vial processing capabilities and be able to run unattended for twenty four (24) hours;
- (d) be equipped with full electronic pneumatic control (EPC) for inlets, detectors, pressure and flow set up;
- (e) have programmable constant pressure and constant flow set up (one option is selected for analysis) ;
- (f) be equipped with simultaneously connected split/split less injector and capable of a pulsed pressure split less injection;
- (g) be equipped with automatic sample injector capable of handling at least 8 samples, 2 waste vials, 1 solvent vial and an automatic sample tray that could accommodate at least 100 vials;
- (h) have wide temperature operating range from about four (4) degrees Celsius to four hundred and fifty (450) degrees Celsius and with a minimum ramp temperature of one (1) degree Celsius;
- (i) have GC oven temperature control allowing fast and precise temperature ramping for optimum performance at thirty (30) degrees Celsius per minute or better;
- (j) have GC dimensions not exceeding 2 inches of the following dimension, 27" x 20" x 20 " (W x H x D);
- (k) have a monitoring system with information on counters, electronic logs and diagnostic;
- (l) have multiple pressure control mode: including constant flow, constant pressure, programmable flow and programmable pressure;
- (m) be suitable for all capillary column, fifty (50) um to five hundred and thirty (530) um ID;
- (n) have electronic pneumatic control (EPC) compensated inlet for atmospheric and temperature variation;
- (o) have standard and inert flow path, split/split less capillary inlets;

- (p) have electronic septum purge flow (inlet flushing) control to eliminate ghost peaks;
- (q) be equipped with gas saver mode to reduce gas consumption; and
- (r) be equipped to use hydrogen gas (H₂) as both the carrier and makeup gas or an approved substitute in accordance with B6.

E2.5 Item No. 4 – Flame Ionization Detector shall:

- (a) have 400°C maximum temperature range, for maximum stability, in 1°C steps;
- (b) respond to most organic compounds with minimum detectable limit of less than <1.4 picogram Coulombs/sec (tridecane) and other equivalent MDL;
- (c) have linear dynamic range greater than ten million (10⁷) dependant on acquisition rate;
- (d) have full electronic pneumatic control (EPC) for three gases: Air, Hydrogen and nitrogen;
- (e) have minimum acquisition rate 100 points per second;
- (f) be Software compatible with Windows 10 and Office 2010;
- (g) have Power consumption, Standard GC 2400 VA; and
- (h) be equipped with flame out detection and automatic re-ignition.

E2.6 Item No.5 –Developed Method to be used with the provided equipment that has been optimized for E2.5(e) parameters analyzing VFA (volatile fatty acid) using GC-FID shall:

- (a) be based on Volatile Fatty Acids in aqueous sample matrices using GC-FID Standard Method (5560 - ORGANIC AND VOLATILE ACIDS) for the Examination of Water and Wastewater
- (b) use Hydrogen gas as the carrier and N₂ as makeup gas;
- (c) have the Method optimized onsite for routine analysis as per D2.2(c);
- (d) be based on Good Laboratory Practice; and
- (e) include at least all the following parameters with a MDL of zero point five (0.05) ug/mL (micrograms per milliliter) for each parameter for water, wastewater and industrial waste matrices ;
 - (i) Acetic Acid
 - (ii) Propionic Acid
 - (iii) i-Butyric Acid
 - (iv) n-Butyric Acid
 - (v) i-Valeric Acid
 - (vi) n-Valeric Acid
 - (vii) i-Caproic Acid
 - (viii) n-Caproic Acid
 - (ix) Heptanoic Acid

E2.7 Item No. 6 – Consumables shall:

- (a) have supplies for up to 1000 samples to be analyzed GC-FID
- (b) have same type and quantity as specified in the developed method from E2.6(a) which shall include but not be limited to;
 - (i) column(s) specific for analysis of parameters listed in E2.6(e);
 - (ii) syringe(s) specific for analysis for parameters listed in E2.6(e);
 - (iii) deactivated liners/glass inserts
 - (iv) injection-molded inlet gold seal;
 - (v) automatic liquid sample vials;
 - (vi) tool kit for the GC and automatic liquid sampler; and
 - (vii) column Performance Kit specific for each column supplied if different kit is required

- (c) have consumables delivered/available within 2 weeks.

E2.8 Item No. 7 – Installation shall:

- (a) include a schedule acceptable to the Contract Administrator but in no event later than as specified in D9;
- (b) 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) be within five (5) Business Days from the agreed upon date with the approval by 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) have 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 mass flow controller/detector, calibration certificate for any timers, and mass/volume calibration certificated for the auto sampler;
- (e) include the final evaluation report/statement of qualification for the method of choice in E2.6 based on the successful analysis and quantification of quality control samples to determine the instrument range, instrument MDL, accuracy, and precision and repeatability; and
- (f) include the removal and disposal of existing instruments HP 6890 Series and HP 5890 Series.

E2.9 Item No. 8 – Training shall:

- (a) include scheduling at a time approved by the Contract Administrator;
- (b) be performed on-site by personnel with qualification approved by the Contract Administrator with proof supplied by request by electronic or paper copy prior to commencement;
- (c) provide on-site training to cover the GC-FID Software Data analysis, GC-FID reporting and GC-FID VFA analysis for a minimum of three (3) staff. If required the rental and set-up of computers with the GC-FID software is to be provided by the vendor.
- (d) include a written routine and preventative maintenance schedule;
- (e) include instrument set-up procedures;
- (f) include software demonstration(s);
- (g) include equipment calibration and analysis of quality control samples and water samples;
- (h) include a training manual for a minimum of three (3) staff; and
- (i) include a written evaluation of each analyst's competency after completion of the training (certificate).

E2.10 Item No. 9 – 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.

E2.11 Item No. 10 – Extended Warranty shall be:

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

E2.12 Item No. 11 – Service Agreement shall be

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