



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 532-2006

PROVISION OF LABORATORY TESTING

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF LABORATORY TESTING

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, November 16, 2006.

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

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

B3. ENQUIRIES

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

B3.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision 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 Bid Opportunity will be provided by the Contract Administrator to all Bidders 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 Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B4. ADDENDA

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

B4.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

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

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

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

B5. SUBSTITUTES

B5.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.

- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B5.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the 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 proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
 - (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 proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B5.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B5.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B5.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B5.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B5.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative shall 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 B13.
- B5.9 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.
- B5.10 Notwithstanding B5.2 to B5.9, deviations to turn around time in accordance with B8.2 shall be evaluated in accordance with B13.1(a).

B6. BID SUBMISSION

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

- B6.2 All components of the Bid Submission shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely in ink, to constitute a responsive Bid.
- B6.3 The Bid Submission shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.
- B6.3.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B6.4 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to (204) 949-1178
- B6.4.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B6.5 Bid Submissions shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Branch
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B7. BID

- B7.1 The Bidder shall complete Form A: Bid, making all required entries.
- B7.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B7.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers 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.
- B7.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.

B7.4.2 All signatures shall be original and shall be witnessed except where a corporate seal has been affixed.

B7.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid Submission and the Contract, when awarded, shall be both joint and several.

B8. PRICES

B8.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B8.1.1 Notwithstanding GC.9.01(1), prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B8.2 The Bidder shall state the turn around time for each item identified on Form B: Prices. The Bidder's turn around time shall be evaluated in accordance with B13.1(a).

B8.3 The Bidder shall state the surcharge for rush analysis as a percentage or unit price. The unit price shall be the additional cost, over and above, the unit price stated for the related lab test.

B8.4 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B8.5 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. QUALIFICATION

B9.1 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;
- (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
- (c) be financially capable of carrying out the terms of the Contract;
- (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
- (e) have successfully carried out work, similar in nature, scope and value to the Work;
- (f) employ only Subcontractors who:
 - (i) are responsible and not suspended, debarred or in default of any obligation to the City (a list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>); and
 - (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
- (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba);
- (h) have a local drop off location where test samples will be delivered and prepared sample bottles will be picked up by City of Winnipeg employees.

- (i) have a registered accreditation in:
 - (i) CAEAL (Canadian Association of Environmental Analytical Laboratories); **OR**
 - (ii) Standard Council of Canada and ISO 17025: **OR**
 - (iii) other recognized accreditation body following ISO 17025

B9.2 The Bidder shall be prepared to 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.

B9.3 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.

B10. OPENING OF BIDS AND RELEASE OF INFORMATION

B10.1 Bid Submissions will not be opened publicly.

B10.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B10.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B10.4 The Bidder is advised that any information contained in any Bid Submission may be released if required by City policy or procedures, The Freedom of Information and Protection of Privacy Act (Manitoba), or by other authorities having jurisdiction.

B11. IRREVOCABLE BID

B11.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B11.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

B12. WITHDRAWAL OF BIDS

B12.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B12.1.1 Notwithstanding GC.7.06(2), the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B12.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B12.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:

- (a) retain the Bid Submission until after the Submission Deadline has elapsed;
- (b) open the Bid Submission to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and

- (c) if the notice has been given by any one of the persons specified in B12.1.3(b), declare the Bid withdrawn.

B12.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B11.2 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.

B13. EVALUATION OF BIDS

B13.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity and degree of compliance with specifications or acceptable deviations therein. (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B5.

B13.2 Further to B13.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements if the interests of the City so require.

B13.3 Further to B13.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid Submission or in other information required to be submitted, that he is responsible and qualified.

B13.4 Further to B13.1(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.

B13.4.1 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.

B13.5 This Contract will be awarded as a whole.

B14. AWARD OF CONTRACT

B14.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B14.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

B14.2.1 Without limiting the generality of B14.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one Bid is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

- B14.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.
- B14.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.
- B14.4 Notwithstanding GC.3.01 and GC.3.02, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B14.5 The Contract Documents, as defined in GC.1.01(7), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C1. GENERAL CONDITIONS

C1.1 The *General Conditions for Provision of Services* (Revision 1996 02 05) are applicable to the Work of the Contract.

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of Laboratory Testing for the period of December 1, 2006 to October 11, 2007, with an optional, mutually agreed upon one (1) year extension and shall include:
- (a) shipping costs (if any) shall be covered by the Contractor;
 - (b) cut off time for the testing process to be started on the same day shall be stated to the Contract Administrator and must remain consistent throughout the Contract;
 - (c) a local drop off location where samples will be delivered by City of Winnipeg employees and prepared sample bottles shall be picked up;
 - (i) Contractor will be responsible for samples from the time they are dropped off at this location;
 - (ii) Contractor will be responsible for prepared sample bottles until they are picked up from this location;
 - (d) detailed reports.
- D2.2 Notwithstanding the D2.1, the City may terminate the Contract upon thirty (30) Calendar Days written notice by the Contract Administrator in the event that operational changes result in substantial changes to the requirement for the work.
- D2.3 The Work shall be done on an "as required" basis during the term of the Contract.
- D2.3.1 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.
- D2.3.2 Subject to GC.4.07, 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 Bid Opportunity:

- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (b) "**Submission Deadline**" and "**Time and Date Set for the Final Receipt of Bids**" mean the time and date set out in the Bidding Procedures for final receipt of Bids;
- (c) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
- (d) "**Weekend Day**" means a Sunday or a Statutory holiday;
- (e) "**MDL**" means method detection limit;
- (f) "**MPN**" means most probable number;
- (g) "**cfu/mL**" means colony forming units per millilitre;
- (h) "**cfu/100mL**" means colony forming units per 100 millilitres.
- (i) "**MPNU/100mL**" means most probable number units per 100 millilitres.
- (j) "**Positive**" means a coliform result of greater than 1;
- (k) "**E. coli**" means escherichia coliform.

D3.2 Notwithstanding GC.1.01, when used in this Bid Opportunity:

- (a) "**Working Day**" means any Calendar Day other than Sunday or a Statutory holiday.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Gerry Levesque
Supervisor of Analytical Services
Water and Waste Department
Environmental Standards Division
2230 Main Street

Telephone No. (204) 986-4752
Facsimile No. (204) 986-4809

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. CONTRACTOR'S SUPERVISOR

D5.1 At the pre-commencement meeting, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D6. NOTICES

D6.1 GC.7.06 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".

D6.2 GC.7.06 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.

D6.3 Further to GC.7.06, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.4, D6.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.

- D6.4 All notices of appeal to the Chief Administrative Officer shall be sent to the following address or facsimile number:

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

- D6.5 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:

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

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. WORKERS COMPENSATION

- D8.1 The Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain Workers Compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D9. INSURANCE

- D9.1 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) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, an unlicensed motor vehicle liability and a products and completed operations endorsement to remain in place at all times during the performance of the Work and throughout the warranty period;
- D9.2 The Contractor shall provide and maintain Professional Liability insurance in the amount of at least one million dollars (\$1,000,000) to remain in place at all times during the performance of the Work and throughout the warranty period.
- D9.3 Deductibles shall be borne by the Contractor.
- D9.4 The Contractor shall provide the Contract Administrator with a certificate of insurance of each policy at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

- D9.5 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

CONTROL OF WORK

D10. COMMENCEMENT

- D10.1 The Contractor shall not commence any Work until he is in receipt of a purchase order authorizing the commencement of the Work.
- D10.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence that the Contractor is in good standing and properly registered in accordance with D7;
 - (ii) evidence of the workers compensation coverage specified in D8; and
 - (iii) evidence of the insurance 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.
 - (c) the Contractor has informed the Contract Administrator of the cut off time for the testing process to be started on the same day.
 - (d) the Contractor has informed the Contract Administrator of the local drop off location where samples will be dropped off after they are collected by City of Winnipeg employees.
 - (e) the Contractor has informed the Contract Administrator of the local pick up location where prepared sample bottles will be picked up by City of Winnipeg employees.
- D10.3 The Contractor shall provide summary of the scope of testing, sample requirements and all quality assurance and quality control measures has been provided to Contract Administrator upon request.

D11. ORDERS

- D11.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.
- D11.1.1 Orders placed for prepared sample bottles shall be ready for pick by the next Calendar Day.

D12. RECORDS

- D12.1 The Contractor shall keep detailed records of the services 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) service date(s); and
 - (d) description and quantity of services provided.
- 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 GC.9.01 and notwithstanding GC.9.03, the Contractor shall submit an invoice for the Work performed pursuant to each order.
- D13.2 Further to D6.3, the Contractor shall submit invoices to the locations designated at the time of ordering.
- D13.3 Invoices must clearly indicate, as a minimum:
- (a) the City's order number;
 - (b) date(s) of provision of services;
 - (c) location at which service was provided;
 - (d) type and quantity of services provided;
 - (e) the amount payable with GST and MRST shown as separate amounts; and
 - (f) the Contractor's GST registration number.
- D13.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D14. PAYMENT

- D14.1 Further to GC.9.01 and GC.9.03, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

PART E - SPECIFICATIONS

GENERAL

E1. GENERAL

E1.1 These Specifications shall apply to the Work.

E2. SERVICES

E2.1 The Contractor shall supply Laboratory Testing in accordance with the requirements hereinafter specified.

E2.2 All tests shall be done according to Environmental Protection Agency (EPA) method or 21st Standards Methods for the Examination of Water and Wastewater, or method agreed upon between Contract Administrator and Contractor.

E2.3 Microbiological Analysis - Wastewater Program

(a) **Item 1** - Testing for the WEWPCC- Activated Sludge Plant shall:

- (i) consist of one (1) sample taken three (3) days per week;
- (ii) have test results available on the web site, with a hard copy to follow, or method agreed upon between Contract Administrator and Contractor;
- (iii) have sample bottles, prepared for immediate use as specified in the method being used, provided by the Contractor;
- (iv) have sample bottles picked up and delivered to the drop off location, by the City;
- (v) be tested for E. coli (MPN to endpoint).

(b) **Item 2** - Testing for Wastewater Treatment Plant Licences shall:

- (i) be sampled daily (365 days per year);
- (ii) consist of one (1) sample from each of the City's three (3) wastewater treatment facilities per day;
- (iii) have test results available on the web site, with a hard copy to follow, or method agreed upon between Contract Administrator and Contractor;
- (iv) have sample bottles, prepared for immediate use as specified in the method being used, provided by the Contractor;
- (v) have sample bottles picked up and delivered to the drop off location, by the City;
- (vi) be tested for Fecal Coliform and E. coli (both reported as MPN to endpoint).

E2.4 Industrial Waste Sampling

(a) **Item 3** shall:

- (i) consist of approximately eighty (80) samples annually;
- (ii) have test results available on the web site, with a hard copy to follow, or method agreed upon between Contract Administrator and Contractor;
- (iii) have samples delivered to the drop off location, by the City;
- (iv) be analyzed for Total Coliform, Fecal Coliform, and E. coli (reported as MPN to endpoint).

E2.5 Microbiological Analysis - Water Quality program

(a) **Item 4**- Flushing Program Monitoring shall:

- (i) be approximately twenty-two (22) weeks per year;
- (ii) consist of approximately thirty-six (36) samples and seven (7) retests on Positives per week;

- (iii) have test results available on the web site, with a hard copy to follow, or method agreed upon between Contract Administrator and Contractor;
- (iv) have samples delivered to the drop off location, by the City;
- (v) be tested using the "Quantitray" method reporting E. coli and Fecal Coliform (MPN/100mL);
- (vi) include **Item 5** Heterotrophic Plate Count (cfu.mL).

E2.6 Surface Water Monitoring

- (a) **Item 6** - River Monitoring shall:
 - (i) consist of approximately fifteen (15) surveys per year;
 - (ii) consist of approximately ten (10) samples per survey;
 - (iii) have test results available on the web site, with a hard copy to follow, or method agreed upon between Contract Administrator and Contractor;
 - (iv) have samples delivered to the drop off location, by the City;
 - (v) be tested for E. coli (MPN to endpoint).
- (b) **Item 7** - Small Streams Monitoring shall:
 - (i) consist of approximately nine (9) surveys per year;
 - (ii) consist of approximately eight (8) samples every survey;
 - (iii) have test results available on the web site, with a hard copy to follow, or method agreed upon between Contract Administrator and Contractor;
 - (iv) have samples delivered to the drop off location, by the City;
 - (v) be tested for E. coli (MPN to endpoint).

E2.7 Surcharge for rush analysis shall:

- (a) be a fixed cost or percentage, for the duration of the Contract;
- (b) include all samples delivered on the day analysis is to start, regardless of the quantity of samples.

E2.8 Surcharge for tests done on Sundays or Statutory holidays shall:

- (a) be a fixed price for the duration of the Contract;
- (b) include all samples delivered on the day analysis is to start, regardless of the quantity of samples;
- (c) will consist of fifty-two (52) Weekend Days per year.

E3. TURN AROUND TIME

Turn around times for analysis as follows:

Turn Around Time				
Item	Description	Spec. Ref.	Normal Turn Around Time (days)	Rush Turn Around Time (days)
Microbiological Analysis – Wastewater Program – Activated Sludge Plant				
1	E. coli	E2.3(a)	5	3
Microbiological Analysis – Wastewater Program – Wastewater Treatment Plant Licenses				
2	Sample tested for: <ul style="list-style-type: none"> • Fecal Coliform • E. coli 	E2.3(b)	5	3
Microbiological Analysis – Wastewater Program – Industrial Waste Sampling - irregular				
3	Sample to be tested for: <ul style="list-style-type: none"> • Total Coliform • Fecal Coliform • E. coli 	E2.4(a)	5	3
Microbiological Analysis – Water Quality Program – Flushing Program Monitoring				
4	Tested using the “Quantitray” method reporting: <ul style="list-style-type: none"> • E. coli • Total Coliform 	E2.5(a)	3	2
5	Heterotrophic Plate Count	E2.5(a)(vi)	3	2
Microbiological Analysis - Surface Water Monitoring				
6	River Monitoring Samples to be tested for E. coli	E2.6(a)	5	2
7	Small Streams Monitoring Samples to be tested for E. coli	E2.6(b)	6	2