



THE REGIONAL MUNICIPALITY OF YORK

REQUEST FOR TENDER

T-10-39

**MOSQUITO IDENTIFICATION AND VIRAL
TESTING**

**CLOSING DATE: TUESDAY, APRIL 06, 2010
CLOSING TIME: 1:00 P.M. (LOCAL TIME)**

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DEFINITIONS

Award: the acceptance by the Region of a bid to furnish specific goods and/or services

Bid: a Bidder's response to the issuance of a Request for Tender, Quotation, Proposal or Pre-Qualification by the Region.

Contractor/Vendor: the individual, firm, company or corporation to whom a Contract has been awarded against an offer, and who has undertaken to provide the goods/services required by this Request for Tender

Contract: an agreement and any attachments thereto approved by the Region

May: used in this document denotes permissive

Bidder: any individual/firm/company receiving this invitation to submit a bid in response to this Request for Tender

Region: The Regional Municipality of York

Request for Tender (RFT): the document issued by the Region to which Bidders are invited to submit bids that will result in the satisfaction of the Region's objectives in a cost effective manner

Shall and Will: used in this document denotes an imperative and a mandatory requirement

Successful Bidder: the Bidder whose bid has been accepted and approved by the Region and its respective authoritative bodies, which may include Regional Committee/Council

Work: the Work means the provision of goods and services as required by the Contract

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SECTION ONE INFORMATION FOR BIDDERS

1.1 Scope of Work

The Region is inviting Tenders from qualified bidders to provide goods and services with respect to the Work described below:

To carry out a West Nile Virus Surveillance, Abatement and Adult Mosquito Trapping Program for the 2010 season in accordance to the specifications.

The term of the contract shall be for one season, May 3rd to October 31st, 2010 with an option to renegotiate for up to four (4) additional years (2011, 2012, 2013, and 2014) at the discretion of the Region, provided that the chosen Vendor(s) executed the terms of the contract to the Region's satisfaction.

The Successful Bidder will be required to supply the product and/or services herein described in strict accordance with the RFT documents and for the unit prices submitted in the Bid Form.

The quantities included in this document are an estimate of the Region's requirements and there is no guarantee that the full tender quantity of products or Work will be required or purchased. In the event that Contract requirements exceed the tender quantities, payment for such item(s) exceeding the tender quantity will be made at the tendered price for the item(s).

1.2 Pricing

Bids shall be for a firm fixed price without escalator clauses or other qualifications for the entire term/duration of the Contract. All Bidders are required to show unit prices, with extensions and totals. The unit cost pricing will include any duty and excise taxes; however, it will exclude goods and services taxes.

In the event of any discrepancy between the unit price and the extension, the unit prices shall govern.

Any qualifications to pricing shall result in rejection of that bid.

All pricing shall be expressed in Canadian currency.

1.3 Costs Incurred by Bidders

A non refundable thirty (\$30.00) dollar fee will be required for the RFT documents that are purchased from the Supplies & Services Department.

Tender documents may be downloaded from Biddingo.com on or after Monday, March 22, 2010 at 9:00 a.m. All Company information (name, address, phone and fax) must be provided upon purchase/download of this document.

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All expenses involved with the preparation and submission of bids to the Region, or any work performed in connection therewith shall be borne by the Bidder. No payment will be made for any bids received, nor for any other effort required of, or made by, the Bidder prior to the commencement of the work described in the RFT.

1.4 Purchasing By-law

Tenders will be called, received, evaluated, accepted and processed in accordance with the Region's Purchasing By-law and Tendering/Proposal Procedures. By submitting a bid in response to this RFT, the Bidder agrees to be bound by the terms and conditions of such By-law and Procedures and any amendments from time to time, as fully as if they were incorporated herein.

To view a copy of the Region's Purchasing By-Law:

Go to <http://www.york.ca>

Click Regional Government

Click By-Laws

Click file name 'Providing for the Purchases of Goods and Services.pdf' which is found under Purchasing.

Bidders are advised that, unless otherwise permitted by the Region's Purchasing By-law, no bid shall be accepted from, nor shall any contract be awarded to, any Bidder with whom the Region is engaged in unresolved litigation.

The Region reserves the right to remove from eligibility to submit bids for an indeterminate period, any Bidder, or related company, who fails to accept a Contract, or the name of any Contractor, or related company, who demonstrates unsatisfactory performance of the Contract.

1.5 Submission Process

Each Bidder is asked to submit their bid sealed in the envelope provided. All bids must be received by:

OFFICE OF THE REGIONAL CLERK
INFORMATION KIOSK, 1ST FLOOR
THE REGIONAL MUNICIPALITY OF YORK
17250 YONGE STREET
NEWMARKET, ONTARIO
L3Y 6Z1

NO LATER THAN Tuesday, April 06, 2010 at 1:00 p.m., (Local Time)

The Bidders acknowledge that the acceptance of any bid is subject to the approval of the Council of The Regional Municipality of York. In the event that Council approval is not obtained and the Contract is not awarded, the Bidders shall not have any claims against the Region including claims for lost profits or any consequential damages arising out of the Region's failure to award the Contract.

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Bids will be opened at 1:00 local time, of the same day, publicly in Committee Room "A". For any bid to be considered responsive and responsible, it must be legibly signed by an individual(s) who has the authority to bind the organization submitting the bid.

Faxed or electronic bids will not be accepted in response to this RFT.

The onus unequivocally remains with the Bidder to ensure that bids are delivered to the designated location, by the closing time stipulated herein, in accordance with the submission process. Misdirected bids, bids received after the closing date and/or time will not be accepted and will be returned unopened. Requests for extensions of closing date or time will not be granted and adjustments to bids by telephone, fax or electronically will not be considered.

Bidders will be permitted to withdraw their bid unopened after it has been deposited, if such request is received in writing, by the Director of Supplies & Services, prior to the closing date and time specified in this document.

Bids which are late, incomplete, conditional, obscure or illegible, are not written in ink or typewritten, have not been signed or do not have an original signature, are restricted or altered in an unacceptable way, do not provide evidence of receipt of Addenda, fail to conform to the terms and conditions set out herein, or otherwise fail to conform to the requirements of the RFT documents or the Region's Tendering/Proposal Procedures, will be deemed to be informal and will be rejected by the Region.

Erasures, overwriting and strike-outs will not be reason for rejection, provided that all such changes are legible and have been initialled by the same authorized signatory that executed the bids on behalf of the Bidder. Bids must be legible and completed in ink or typewritten.

All Bids shall be submitted fully completed using the attached Bid Form. Failure to bid on all items requested shall result in rejection of that Bid.

Each Bidder, by submitting a bid, represents that the Bidder has read, completely understands, and accepts the terms and conditions of the RFT in full.

Bidders acknowledge that in completing this Bid Form, if both words and numerical figures are used and do not agree, the words shall take precedence over the numerical figures.

Bidders must be prepared, if required, to present evidence of experience, ability, service facilities and financial standing necessary to meet satisfactorily the requirements set forth or implied in the RFT document.

1.6 Amendments to Solicitations

Any information or changes to the requirements of this RFT will be sent to each Bidder in the form of an addendum by e-mail, facsimile and/or courier and issued by Supplies & Services.

In the event that this solicitation is amended via addendum, all terms and conditions, which are not modified, shall remain unchanged.

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Each Bidder shall acknowledge receipt of any addenda to this solicitation by initialling in the appropriate space provided on the Bid Form, if applicable. **Where there is no evidence of receipt of Addenda, the Tender will be rejected.**

1.7 Bid Deposit

A Bid deposit is not required for this tender.

1.8 Performance Security

A Performance bond is not required for this tender

1.9 Irrevocability Period

All Bids shall remain valid for acceptance within ninety (90) days from the Tender closing date specified in the "Information For Bidders".

1.10 Blackout period

The Region prohibits communications with respect to this tender initiated by a Bidder to any Regional official, consultant or employee for the period of time from the closing of the tender up to and including the date that the Contract has been awarded (the "Black Out Period"). Any communication between the Bidder and the Region during the Black Out Period will be initiated by the Region's Purchasing Analyst for the purpose of obtaining information or clarification necessary in order to ensure a proper and accurate evaluation of the bid. Any communication initiated by a Bidder during the Black Out Period may be grounds for disqualifying the offending Bidder from consideration for the Contract award and/or any future Regional tenders.

1.11 Award

The Region may, in its sole discretion, reject or retain for its consideration bids which are non-conforming because they do not contain the content or form required by the RFT documents or for failure to comply with the submission process set out in the Information for Bidders.

In the event that the Region, at its sole discretion, deems any items bid to be unbalanced, the bid may be deemed informal and rejected.

The Region reserves the right to reject, in whole or in part, any or all bids, including without limitation the lowest bid, or to accept any bid, in whole or in part, that the Region in its sole and absolute discretion deems appropriate, notwithstanding any custom of the trade to the contrary nor anything contained in the tender documents.

The Region reserves the right to award by item, or any part thereof, groups of items, or any parts thereof, or all items, and to award Contracts to one or more Bidders. The Region further reserves the right to reject any and all bids in whole or in part, and to waive any technical defects, irregularities and omissions if, in so doing, the best interests of the Region will be served.

The placing in the mail to the address given in its bid, or delivery, of a notice of award to a Bidder will constitute notice of acceptance of a Contract by the Region. When so requested by the

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Region, the Successful Bidder shall execute a formal Contract with the Region for the complete performance specified therein.

1.12 Examination of Site

Prior to submitting a Bid, it is the responsibility of the Bidder to thoroughly acquaint themselves with the Tender documents and to carefully examine the site where the Work of this Contract shall be performed (if applicable), fully inform themselves of the existing conditions and limitations, and include in their bid price, a sum to cover the cost of all items contemplated in the Contract. No allowance shall be made subsequently with respect to any error or negligence on the Bidder's part or for any expressed or implied misunderstanding of the terms and conditions of this Tender.

1.13 Communications and Clarifications

It is the responsibility of the Bidder to seek clarification of any matter that they consider unclear before submitting a bid. The Region is not responsible for any misunderstanding of the RFT on the part of the Bidder.

Inquiries regarding the RFT should be directed to:

Jamie Oakley, Purchasing Analyst, Supplies & Services Branch
 Telephone: (905) 830-4444 ext. 1609
 (877) 464-9675 ext. 1688 (Ontario only)
 Facsimile: (905) 895-0502
 Email: jamie.oakley@york.ca

Verbal clarifications will not be interpreted to change the terms of the RFT.

No employee or agent of the Region is authorized to amend or waive the requirements of the RFT document in any way unless the amendment or waiver is signed by the Region's designate in the form of an addendum. Under no circumstances shall the Bidder rely upon any information or instructions from the Region, its employees, or its agents unless the information or instructions are provided in writing in the form of addenda issued by Supplies & Services. The Region, its employees, and/or its agents shall not be responsible for any information or instructions given to the Bidder, with the exception of information or instructions provided in writing by the Supplies & Services designate as outlined above.

1.14 Material and Workmanship

Goods and materials that are supplied under the requirements of this Contract and also those which are not specifically designated and which are necessary for the fulfilment of this Contract, shall be of high commercial quality and in accordance with standard and prudent business practices normally employed by manufacturers providing the same or similar types of products.

Workmanship shall be performed at professional standards with the degree of skill and diligence normally employed by manufacturers providing the same or similar types of products. At

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minimum, the workmanship shall be adequate to ensure fulfilment of the Contract requirements to the satisfaction of the Region at its sole discretion.

Where certain materials are specified in the RFT documents, the Contractor shall use the material specified unless the prior written approval has been obtained from the Region to use another material. Any substituted materials shall be of equal or better quality to that specified in the tender documents.

1.15 Environmentally Responsible (Green) Procurement

In order to contribute to the reduction of waste, toxic or harmful emissions and substances and to increase the development and awareness of environmentally preferred purchasing, the Region urges its contractors, wherever possible during the acquisitions of goods and services, to propose amendments to the Region's specifications and requirements to provide for the expanded use of durable products, reusable products and products (including those used by service contractors) that contain the maximum level of post-consumer waste, and, the least amount of toxic or harmful content for the sustainability of a clean environment without significantly altering the effectiveness of the product or services. It is recognized that a cost analysis is required in order to ensure that the products are made available at competitive prices.

The GIPPER Statement of Principal as outlined above expresses the Region's commitment to environmentally responsible (Green) procurement and overall waste reduction. In support of the Vision 2026 statement and the Corporate Clean Air Committee initiative this Statement of Principle was adopted by Regional Council on June 27, 2002.

Products which are considered by the Region to be "environmentally responsible" may be given preference during the evaluation stage of the bid when the RFT documents either directly call for "green" products or where "green" products may be priced as an option.

1.16 Compliance with Laws

In the preparation of its bid, and in the performance of any Contract that results from this RFT, and in every activity in connection therewith, Bidders shall comply fully with all applicable laws, ordinances, rules and regulations, whether Federal, Provincial or Municipal and all applicable Regional policies.

All work performed under this Contract must be carried out in accordance with the terms and conditions of the Occupational Health & Safety Act, as amended.

The Contractor shall comply with the requirements of the Workplace Hazardous Materials Information System (WHMIS) regarding the use, handling, storage, and disposal of hazardous materials; and regarding the labelling and the provision of Material Safety Data Sheets (MSDS).

1.17 Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)

In accordance with the Municipal Freedom of Information and Protection of Privacy Act, the personal information Bidders provide in response to this RFT is being collected under authority of

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the Municipal Act and will be used exclusively in the selection process. All bids submitted shall become the property of the Region. In accordance with the requirements of MFIPPA, Bidders are reminded to identify in their submission material, any specific scientific, technical, commercial, proprietary, or similar confidential information, the disclosure of which could cause them injury. Complete bids are not to be identified as confidential. Should Bidders have any questions in this regard, please consult the Region's Information and Privacy Officer in the Office of the Regional Clerk at 905-895-1231

1.18 Taxes Under This Contract

Goods and Services taxes (G.S.T.) shall not be included in the bid prices but shall be added to the total of the Tender items in the specified location at the end of the Bid Form.

Provincial Sales tax (P.S.T.) shall be included in the Bid Price as shown on the Bid Form where applicable.

Where a change in Canadian Federal or Provincial taxes occurs after the closing date for this Tender, and this change could not have been anticipated at the time of bidding, the Region will increase or decrease Contract payments to account for the exact amount of tax change involved.

Claims for compensation for additional tax cost shall be submitted by the Contractor to the Supplies & Services Branch for review and consideration. Such claims for additional tax cost shall be submitted before payment has been made.

Where the Contractor benefits from a change in Canadian Federal or Provincial Government taxes, the Contractor shall submit to the Region a statement of such benefits. This statement shall be submitted before the final payment is made.

The Region reserves the right to make deductions from payments to compensate for the estimated benefit from decreased tax costs. Such deductions will be set-off from payments pending receipt of the statement itemizing the benefits which have resulted from a decrease in tax costs at which time the final payment adjustment will be determined.

1.19 Indemnification

The Successful Bidder shall indemnify and hold harmless the Region, its officers, council members, partners, agents and employees from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the Region and against all losses, liabilities, judgments, claims, suits, demands or expenses which the Region may sustain, suffer or be put to resulting from or arising out of the Successful Bidder's omissions, or failure to exercise reasonable care, skill or diligence in the performance or rendering of any work or service required hereunder to be performed or rendered by the Successful Bidder, its agents, officials and employees. This indemnification shall include any legal costs incurred by the Region on a substantial indemnity basis, including those incurred to defend any criminal prosecutions against the Region resulting from the actions of the Successful Bidder.

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1.20 Insurance

Without restricting the generality of the section on Indemnification, the Successful Bidder shall obtain, maintain, pay for and provide evidence of insurance coverage, taken out with insurance companies licensed to transact business in the Province of Ontario and not otherwise excluded by the Region's Insurance and Risk Manager.

.1 Commercial General Liability Insurance

Commercial General Liability insurance shall include as an Additional Insured, the Region, with limits of not less than \$5 million (\$5,000,000.00) inclusive per occurrence for bodily and personal injury, death and damage to property including loss of use hereof. The Commercial General Liability (CGL) insurance will include Cross Liability & Severability of Interest Clauses, Products & Completed Operations coverage and Standard Non-Owned Automobile endorsement including standard contractual liability coverage.

The Region shall accept in place of the above mentioned insurance coverage, limits of \$2 million (\$2,000,000.00) inclusive per occurrence in primary CGL insurance and \$3 million (\$3,000,000.00) in Excess Liability or Umbrella Liability insurance

.2 Automobile Liability Insurance

Automobile Liability Insurance in respect of licensed vehicles shall have limits of not less than \$2,000,000.00 inclusive per occurrence for bodily injury, death and damage to property. Coverage shall be in the form of a Standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned &/or leased or operated by or on behalf of the Successful Bidder.

.3 Professional Liability Insurance

Where professional services are being provided to the Region under the contract, proof of Professional Liability insurance is required with limits of not less than \$2 million (\$2,000,000.00) per claim.

Applicable to all insurance:

The forms of these insurance policies shall in all respects be satisfactory to the Region's Insurance and Risk Manager and shall be maintained continuously from either the commencement of the services or the signing of this agreement, whichever is sooner and until the contract has been completed or successfully executed to the satisfaction of the Region. The policies shall be endorsed to provide the Region with not less than 30 days written notice in advance of any cancellation, change or amendment restricting coverage.

All of the above Insurance is to be outlined, by the Successful Bidder only, on the Region's standard "Certificate of Insurance" form.

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1.21 Workplace Safety and Insurance Board (WSIB)

The Successful Bidder must be in good standing with the Workplace Safety and Insurance Board and shall furnish the Region with satisfactory evidence, in the form of a valid WSIB Clearance Certificate, prior to commencement of the work under this Contract and, upon presentation of a final invoice and at any other time during the Contract at the Region's request.

If the Successful Bidder is a Sole Proprietor, an Independent Operators Ruling is required. The Successful Bidder shall download the correct Form that corresponds to the classification of Work for which this bid is the subject at the Workplace Safety and Insurance Board site:

<http://www.wsib.on.ca/wsib/wsibsite.nsf/Public/FormsEmployers>

The Successful Bidder shall maintain its WSIB Insurance or pay such assessments as will protect the Successful Bidder and the Region from claims under Workplace Safety and Insurance Act, and, from any other claims for damage from personal injury, including death, and from claims for property damage which may arise from the Successful Bidder's operations under this Contract.

Where the Successful Bidder is not providing a Workplace Safety and Insurance Board Clearance Certificate, Employers Liability insurance in the amount of \$5 million (\$5,000,000.000) is required. Evidence of this coverage to be included on the Region's certificate of insurance.

1.22 Contract

The successful bidder will be required to enter into a formal contract with the Region. This tender, including Information for Bidders, Specifications/Special Provisions and Standard Terms and Conditions, will form part of this contract.

The Region will submit the formal contract for signature to the successful bidder at the address given in the tender and the successful bidder will duly execute the contract and furnish the certificate of insurance and all other documents required to be delivered to the Region upon the execution and delivery of the contract, within ten (10) days.

1.23 Terms of Payment

The Region shall make payment in response to invoices itemized in accordance with the Contract, provided that the invoices are based on Work/deliverables described in the scope of the Work, are consistent with the timetable of each negotiated deliverable, and are completed to the Region's satisfaction. The Region will not make payment if the Successful Bidder is deemed by the Region to be in default of any of its obligations under the Contract.

The Region shall endeavour to make payments promptly, however, under no circumstances shall the Contractor be entitled to any interest for any delays in payments by the Region.

In its effort to meet strategic goals in the delivery of its core services, the Region of York has moved to an electronic payment process. All payments will be made via Electronic Funds Transfer (EFT) directly into the Bidder's preferred bank account. The Successful Bidder (if any), shall complete the EFT form provided in the Tender package after notification of Contract award.

An alternate payment option, via the Region's Corporate Purchasing Card (Pcard), may be available to the Successful Bidder at the sole discretion of the Region, based upon

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considerations, which include, but may not be limited to, the practical application of the Pcard given the commodities or services purchased, and the terms and conditions of the Contract.

Where there is a question of non-performance involved, payment in whole or in part to the Contractor may be withheld. In the event of non-performance, the Region may also deduct/charge back any costs which the Region may incur as a result of the Contractor's non-performance, from any monies owing to the Contractor. In the event that any discount predicated on specific payment terms (including payment within a certain period of time) is involved, the withholding of payment as provided herein shall not deprive the Region from the benefit of such discount.

All charges against a Contractor shall be deducted from current obligations that are due or may become due. In the event that collection is not made in this manner the Contractor shall pay the Region, on demand, the amount of such charges, plus any applicable interest incurred by the Region.

1.24 Warranties

Manufacturers' standard warranty shall apply.

1.25 Subcontracting & Assignments

It is understood and agreed that the Successful Bidder will be an independent contractor and that the employees or agents of the Successful Bidder will perform all services offered. Subcontracting agreements made by the Successful Bidder will not release the Successful Bidder from any obligation to the Region with respect to the performance of its obligations under the Contract. The Region shall not be responsible for payment to the Successful Bidder's partners, sub-contractors or suppliers in the event that the Successful Bidder defaults on its responsibilities. The Successful Bidder must communicate this information to its partners, sub-contractors and suppliers.

The Region must grant prior written approval for any assignments and all sub-contracts. In the event that the Region grants prior written approval for an assignment or subcontract, the prior written approval may be granted on such terms, if any, as the Region in its sole discretion deems advisable. The Region's consent to any assignment or subcontract shall, in no way, release the Successful Bidder from its duties and obligations under the Contract.

1.26 Non-Exclusive

Any Contract awarded as a result of this RFT will be non-exclusive. The Region may at its sole discretion, purchase the same or similar services from other sources during the term of the Contract.

1.27 Contract Termination

In the event that the Successful Bidder, in the opinion of the Region, fails to satisfactorily perform the services in accordance with the terms and conditions of the Contract, including the Information for Bidders, Bid Form, Specifications and any other terms and conditions as stated

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herein, the Region reserves the right to terminate the Contract without prior notice to the Successful Bidder. Furthermore, the Region at its sole discretion, reserves the right to terminate the Contract without showing cause, prior to its conclusion, upon giving at least thirty (30) days written notice to the Successful Bidder.

The Region shall pay all reasonable costs incurred by the Successful Bidder up to the date of termination, less any excess costs incurred by the Region in re-procuring and completing the work where the termination is for cause. However, in no event shall the Successful Bidder be paid for any amount that exceeds the price of the agreed fee for the work performed. The Successful Bidder will not be entitled to, or reimbursed for, any profits which may have been anticipated but which have not been earned up to the date of termination.

1.28 Errors & Omissions

The Region shall not be held liable for any errors or omissions in any part of this RFT. While the Region has used considerable effort to ensure an accurate representation of information in this RFT, the information contained in the RFT is supplied solely as a guideline for Bidders. The information is not guaranteed or warranted to be accurate by the Region, nor is it necessarily comprehensive or exhaustive. Nothing in the RFT is intended to relieve the Bidders from forming their own opinions and conclusions with respect to the matters addressed in the RFT.

1.29 Confidentiality

The Successful Bidder further acknowledges that all reports, data, documents, materials and information of any kind whatsoever prepared in the course of carrying out this project are the sole and exclusive property of the Region and shall not be disclosed or released to any person or organization without the prior written consent of the Region. Any breach of this requirement for confidentiality may result in the Contract being terminated and may also result in damages being assessed and applied by the Region against any amounts owing to the Contractor/Successful Bidder under the Contract.

1.30 Potential for Conflicts of Interest

Each Bidder, in their bid, shall declare all conflicts of interest or any circumstance that may be reasonably perceived as a conflict of interest that exists now, or may exist in the future. Failure to comply with this requirement will render the bid non-compliant and will cause the bid to be rejected.

The Region reserves the right to disqualify from further consideration bids which in the Region's opinion demonstrate a conflict of interest.

A conflict of interest arising during the term of contract must be reported immediately to the Region's project manager; failure to advise the Region may result in cancellation of the contract.

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1.31 Collusion

Bidders, by submitting their bid, declare that the bid is not made in connection with any other Bidder submitting an offer for the same services and is, in all respects, fair and without collusion or fraud.

1.32 Performance Evaluation

Bidders are advised that the Region may implement a Contractor Performance Evaluation System during the course of, or at the conclusion of, this Contract, for the purpose of monitoring and evaluating the performance of the Contractor. Bidders agree to participate in, and provide any input or assistance as may be required by the Region in order to implement such an evaluation system.

1.33 Liquidated Damages

Not Applicable

1.34 Force Majeure

Both the Region and the Contractor/Successful Bidder shall not be held liable for any losses resulting if the fulfilment of the terms of the Contract shall be delayed or prevented by wars (whether war has been declared or not), acts of public enemies, strikes, fires, floods, acts of God, or for any other cause not within the control of the Contractor/Successful Bidder or the Region and which, by the exercise of reasonable diligence, the Contractor/Successful Bidder or the Region is unable to prevent. However, lack of finances or shortage of labour is not Force Majeure. Should the performance of the Contract be delayed or prevented as herein set forth, the party that encounters such difficulty agrees to give immediate written notice and explanation of the course and probable duration of any such delay to the other party. The Region and the Contractor/Successful Bidder shall use their reasonable commercial efforts to manage the work to minimize delays caused by any events that are referred to in this paragraph

1.35 No Substitute Language

Unless qualified by the provision "NO SUBSTITUTE", the use of the name of a manufacturer, brand, make or catalogue designation in specifying an item does not restrict Bidders to that manufacturer, brand, make or catalogue designation identification. This is issued simply to indicate the character, quality and/or performance equivalent of the commodity desired, but the commodity on which bids are submitted must be of such character, quality and/or performance equivalent that it will serve the purpose for which it is to be used equally as well as that specified. In submitting a bid on a commodity other than as specified, the Bidder must furnish complete data and identification with respect to the alternate commodity it proposes to furnish. Consideration will be given to bids submitted on alternate commodities to the extent that such action is deemed to serve the best interests of York Region. If the Bidder does not indicate that the commodity it proposes to furnish is other than specified, it will be construed to mean that the Bidder is to furnish the exact commodity as described in the RFT document.

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1.36 Co-operative Purchase

Not Applicable

1.37 Inspection of Books, Payrolls, Accounts and Records

The Region and/or the Ministry of Labour shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to the Contract (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of the Successful Proponent, including, but not limited to those kept by the Successful Proponent, its employees, agents, assigns, successors and Subcontractors. The Successful Proponent shall maintain and preserve all original books and records, together with such supporting or underlying documents and materials, for the duration of the Contract and for at least two years following the completion of the Contract, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to the Region, through its employees, agents, representatives, contractors or other designees, during normal business hours at the Successful Proponent's office or place of business, and the Successful Proponent shall supply certified copies of payrolls and any other records required by the Region as and when called for. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in The Regional Municipality of York, Ontario, which is convenient for the Region.

The above shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the Region may have by Federal, Provincial, or Municipal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

SECTION TWO SPECIFICATIONS/SPECIAL PROVISIONS

2.1 Objectives

West Nile virus (WNV) is a potentially fatal mosquito-borne arbovirus that spreads in nature primarily through a bird-mosquito-bird cycle, impacting on the human population. In 2001 York Region experienced its first positive case of WNV in the bird population. In subsequent years the virus was found in the bird, the mosquito and human populations and is now considered endemic in Ontario. Given the presence of WNV activity in York Region since 2001, there is a strong reason to believe that the disease will be present in the mosquito populations in 2010. Surveillance of the disease throughout Canada and the United States supports this assumption.

Since mosquitoes are the carriers (vectors) of the disease, it is important to detect the presence/absence of WNV in adult mosquito populations found within York Region. There are several species that are capable of harbouring and transmitting the WNV to the human population, therefore it is vital to determine locally which species are carrying WNV, where they are located, and the abundance of the species on a weekly basis over the mosquito breeding season. The information will help determine courses of action to mitigate the disease in the human population.

2.2 Timeframe

The start date of the mosquito identification and viral testing contract shall be May 3, 2010 and end October 31, 2010.

The Ministry of Health and Long-term Care (MOHLTC) has determined the start date of trapping as mid June 2010. The first week of October 2010 (week 40) will be the final week of submissions and testing of mosquitoes. However, if the weather remains warm and there are still pool allotments available for testing (within the MOHLTC's allocation) the trapping of adult mosquitoes will continue at the discretion of the Region.

Since timely reporting is crucial, the contractor must provide mosquito identification and viral testing results within 7 days from the time of receipt of the specimens at the laboratory to York Region. The contractor will also ensure that the processing of the specimens is started within 24 hours of shipment.

2.3 Qualifications

The quality and the reliability of the results from the mosquito identification and viral testing service together with the timeliness of receiving the information is crucial. Therefore, the successful bidder must meet or exceed the "Gold Standard" of viral testing in mosquitoes and must meet or exceed the standard of viral testing in mosquitoes carried out at the National Microbiology Laboratory (Winnipeg).

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The mosquito testing service providers will be required to undergo a 'proficiency panel' verification test provided by the National Microbiology Laboratory.

York Region Community & Health Services will also require assurance that the successful bidder has sufficient capacity in terms of staff resources, staff qualifications and available equipment equal to their promised service.

The contractor will comply with all applicable federal, provincial and municipal laws, legislation, statutes, regulation, by-laws, rules, orders, guidelines, policies, and requirements, including but not limited to the Occupational Health Safety Regulations.

The contractor will use any data templates that are required by the MOHLTC and provide the MOHLTC with data requested. The company that is successful in obtaining this contract will work closely with the York Region Community & Health Services Department.

The data collected is the property of York Region and must be treated with confidentiality and be consistent with the confidentiality policies of the Regional Municipality of York.

2.4 Deliverables

- Contractor will conduct mosquito species identification, enumeration, and viral testing for West Nile Virus.
- Contractor will provide all equipment necessary for the performance of the Services and that all equipment, goods, materials, products, and supplies will be new, of the latest model and high commercial quality in accordance with good and standard practice pertinent to the manufacturer of the goods, materials, products, supplies and equipment.
- Contractor will carry out the necessary bookkeeping, database management, and preparation of spreadsheets. Spread sheet data provided by the vendor must comply with (MOHLTC) protocols.
- Contractor will identify a shipping company that the surveillance, abatement and adult mosquito trapping service provider will use to ship mosquito traps.
- Shipping the mosquito canisters will be at the expense of the mosquito identification and viral testing service provider.
- Contractor will provide mosquito identification and viral testing results weekly.
- Contractor will provide a final report to York Region of mosquito identification and viral testing conducted by October 31, 2010. The report will include but is not limited to:
 - Species identified by week
 - Categorization of species
 - Comparative species analysis
 - Species distribution amongst trap locations
 - Viral testing results
 - Analyse spatial, temporal and climatic relationships in mosquito abundance and correlation of mosquito species abundance and viral infection levels

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- Provide graphs to show changes in species abundance over time and changes in WNV infection levels in enzootic and bridge vectors
- Accumulated degree days and precipitation levels for York Region
- A discussion of mosquito activity in York Region during the season

2.4.1 Identification of Adult Mosquitoes

- Contractor will identify adult mosquitoes within 7 days
- Contractor will ensure specimens are maintained on the cold chain method to ensure no thawing occurs until viral testing is carried out.
- Contractor will have the ability to identify all new invasive and potentially invasive species correctly.
- Contractor will report the number of species per trap per week, number of female mosquitoes and total mosquitoes in each species of concern on a weekly basis.
- Contractor will advise the York Region Community & Health Services Department of changes in species abundance and changes in WNV infection levels in enzootic and bridge vectors.

2.4.2 Viral Testing of Identified Mosquito Pools

- Contractor will conduct viral testing of identified mosquito pools and report results within 7 days or sooner, at the sole discretion of the Region, if circumstances warrant it
- Use viral testing protocols that conform to Health Canada's National Steering Committee on West Nile Virus Surveillance, Mosquito Sub-committee.
- Contractor will carry out a Real Time Reverse Transcriptase Polymerase Chain Reaction (RT-PCR) test to determine the West Nile Virus status of the mosquito pools.
- No more than three (3) pools per submitted sample are to be tested for West Nile virus, according to MOHLTC requirements. If none of the preferred MOHLTC identified species are present in the sample, the most numerous species in that sample will be tested.
- A component of the vector-borne disease program is that any *Culiseta melanura* captured during the season will undergo testing for the Eastern Equine Encephalitis virus (EEEV). No more than one (1) of the three (3) pools identified above will be tested for EEEV in the *Culiseta melanura* species.

2.4.3 Additional Requirements

- All presumptive and confirmed positive mosquitoes must be reported to the York Region Community & Health Services Department immediately
- Contractor is required to simultaneously report the mosquito surveillance data to York Region and MOHLTC using the mosquito identification and viral testing templates provided by MOHLTC. This data will be provided to MOHLTC via designated FTP site.
- Data must be compatible with the MOHLTC and the Region's West Nile Virus data system and will be provided on a secure online database which will be available to York Region and the MOHLTC on a twenty four hour basis

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SECTION THREE

BID FORM

Total Cost	
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G.S.T. Calculation:

Total of All Items x 5% = \$ _____

Total Price

Total of All Items + G.S.T. = \$

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All prices are on a tax included basis for Ontario Retail Sales Tax.

This Tender, including the Information for Bidders, all terms and conditions, the Bid Form and the Specifications shall represent the agreement between the Region and the Bidder.

The undersigned, by this Tender, offers to complete the work described herein, and agrees to carry out the provisions of this Tender in accordance with the terms and conditions contained herein.

Dated at _____ this _____ day of _____ Two Thousand and Ten

Name of Company

Signature of Authorized Signing Officer

Name:

Title:

Address: _____

I have authority to bind the Corporation

Phone Number: _____ Fax Number: _____ Email: _____

G.S.T. Registration number: _____

Receipt of addenda shall be acknowledged by initialling in the space provided opposite each addendum received. **Failure to acknowledge receipt of all addenda shall result in rejection of the Bid.**

Addendum No 1. _____ Addendum No 2. _____

Addendum No 3. _____ Addendum No 4. _____

FAILURE TO SUBMIT PRICES FOR ALL ITEMS SHALL RESULT IN THE REJECTION OF YOUR BID

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SCHEDULES

SCHEDULE 'A' BIDDER'S EXPERIENCE

SCHEDULE 'B' BIDDER'S SENIOR SUPERVISORY STAFF

Tender: T-07-26
Description: Supply and Delivery of Water-borne Traffic Paint
Closing Date: Tuesday February 27, 2007
Closing Time: 1:00 p.m., Local time

SCHEDULE 'A'

BIDDER'S EXPERIENCE

Description of work	For Whom Work Performed	\$ Value	Year

Tender:	T-10-39
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SCHEDULE 'B'
BIDDER'S SENIOR SUPERVISORY STAFF

Name	Appointment	Qualifications & Experience