



# Elgin Area

Primary Water Supply System

**“THE CORPORATION OF THE CITY OF LONDON IS ACTING IN ITS’ CAPACITY AS THE ADMINISTERING MUNICIPALITY ON BEHALF OF THE JOINT BOARDS OF MANAGEMENT FOR THE WATER SUPPLY SYSTEMS FOR LAKE HURON AND ELGIN AREA. ANY REFERENCE TO THE CITY IN THIS DOCUMENT REFERS TO THE CITY IN ITS’ ACTING CAPACITY ONLY”**

**T10-116**

## **ELGIN WATER TREATMENT PLANT – HVAC REPLACEMENT AND UPGRADES**

ANYONE DOWNLOADING THIS DOCUMENT AND WISHING TO SUBMIT A BID MUST ENSURE THAT THEY HAVE REGISTERED WITH PURCHASING AND SUPPLY ON THE CITY OF LONDON’S WEBSITE. BY REGISTERING, YOU WILL BE ADDED TO THE BIDDERS MAILING LIST. FAILURE TO REGISTER SHALL RESULT IN YOUR BID BEING DISQUALIFIED. TO REGISTER, PLEASE COMPLETE THE REGISTRATION FORM ON-LINE. [http://www.london.ca/d.aspx?s=/Tenders\\_and\\_RFPs/default.htm](http://www.london.ca/d.aspx?s=/Tenders_and_RFPs/default.htm)

BIDS MUST BE RECEIVED BY PURCHASING AND SUPPLY IN A SEALED OPAQUE ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE NAME AND ADDRESS OF THE RESPONDER, TITLE OF FILE AND FILE NUMBER. COMPLETED BIDS CAN BE **MAILED** TO PURCHASING AND SUPPLY, P.O. BOX 5035, LONDON, ONTARIO N6A 4L9 OR **HAND DELIVERED** (IN PERSON OR BY COURIER) TO PURCHASING & SUPPLY, 267 DUNDAS STREET, 4<sup>TH</sup> FLOOR. LONDON, ONTARIO N6A 1H2. RESPONDENTS ARE SOLELY RESPONSIBLE FOR ENSURING BIDS ARE RECEIVED BY PURCHASING & SUPPLY PRIOR TO THE CLOSING DATE AND TIME. FAILURE TO SUBMIT THE BID AS REQUESTED WILL RESULT IN IT BEING DISQUALIFIED.

**TENDER 10-116**  
**THE CORPORATION OF THE CITY OF LONDON**  
Purchasing and Supply  
P.O. Box 5035  
London, Ontario N6A 4L9  
www.london.ca

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**TENDER CHECKLIST**

1. Have you properly and clearly completed the on line registration form? \_\_\_\_\_
2. Have you complied with the "Requirements at Time of Closing"  
Section 2.0?
  - Bid Deposit as specified \_\_\_\_\_
  - Form of Tender \_\_\_\_\_
  - Letter of Agreement to Bond \_\_\_\_\_
3. Have you acknowledged the number of addenda issued in the  
appropriate space provided in Section 6-12 of the Form of Tender? \_\_\_\_\_

**FAILURE TO ACKNOWLEDGE RECEIPT OF ALL ADDENDA ON THE FORM OF TENDER  
WILL RESULT IN YOUR BID BEING REJECTED**

# THE CORPORATION OF THE CITY OF LONDON

Purchasing and Supply  
P.O. Box 5035  
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## DOCUMENT FEES

- A) Original Hard Copy – Cost is \$100.00 – Cheque made payable to the “City Treasurer”.**
- i) upon request the City will mail out a hard copy of the original document, including drawings (if applicable); and
  - ii) notify bidder who was awarded the contract.
- B) Electronic Copy – No fee for this service – City of London’s website, [http://www.london.ca/d.aspx?s=/Tenders\\_and\\_RFPs/default.htm](http://www.london.ca/d.aspx?s=/Tenders_and_RFPs/default.htm)**
- i) bidders are responsible to check the City’s website on an on-going basis for up and coming requirements;
  - ii) bidder is responsible to complete the registration form as instructed on City of London’s website
  - iii) bidder is responsible to download the document they are bidding on; and
  - iv) bidder is responsible to check the website for the award of the contract.

**BIDDERS PLEASE READ  
GENERAL CONDITIONS, INSTRUCTIONS & INFORMATION FOR BIDDERS**

**1. DEFINITIONS PERTAINING TO THE CONDITIONS, INSTRUCTIONS & INFORMATION LISTED BELOW**

Request for bids: is used in place of request for tender, quote, proposal, and information in the appropriate context

Bidder: a person, corporation or other entity that responds, or intends to respond to a request for bids

Successful Bidder: a person, corporation or other entity that is awarded the contract or purchase order resulting from a request for bids

Seller: used in place of Successful Bidder

City: used in place of The Corporation of the City of London

**2. WARRANTIES FOR USAGE**

Whenever requests for bids are issued, seeking a source of supply for materials or services, the quantities or usage shown are estimated ONLY unless otherwise stated. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for Bidder's information ONLY and will be used for tabulation and presentation of bid prices and the City reserves the right to increase or decrease quantities as required.

**3. BRAND NAMES**

If and wherever in the specification a brand name, make, name of any manufacturer, trade name or vendor catalogue number is mentioned, it is for the purpose of establishing a grade or quality of material only, unless specified otherwise. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR APPROVED EQUAL" may be added. However, if a product other than the specified is bid, it is the Bidder's responsibility to name such product within the submitted document and to prove to the City that said product is equal to the specifications and to submit brochures, samples and/or specifications in detail on item(s) bid. The City shall be the judge concerning the merits of bids submitted.

**4. SAMPLES AND DEMONSTRATIONS**

Evidence in the form of samples may be requested. Such samples are to be furnished after the date of request for bids opening, only upon request of the City, unless otherwise stated in the document. If samples are requested, samples must be received by the City no later than seven (7) days after formal request is made. When required, the City may request full demonstrations of any unit/s bid prior to the award of any contract. Samples, when requested, must be furnished free of expense to the City and, if not used in testing, or destroyed, will, upon request within thirty (30) days of award, be returned at the Bidder's expense. Samples are not to be mailed with bid submission, but must be mailed under separate cover, addressed to Purchasing & Supply, 267 Dundas Street, or P.O. Box 5035, London, Ontario N6A 4L9.

**5. QUALITY**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this request for bids shall be new. The items must be new, the latest model, of the best quality and highest grade workmanship.

**6. ACCEPTANCE OF MATERIAL**

The material delivered under this request for bids shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein and be fully in accord with the specifications and of the highest quality. In the event the material and/or service supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the product to the seller at the seller's expense.

**7. VARIATIONS TO SPECIFICATIONS**

For purposes of evaluation, Bidders MUST indicate any variances from our specifications, terms and/or conditions, no matter how slight. If variations are not stated or referenced in the space provided on the Form of Tender / Quotation, it will be assumed the product or service fully complies with the City's specifications, terms and conditions.

**8. DELIVERY**

Time will be of the essence for any orders placed as a result of this requests for bids. The City reserves the right to cancel such orders, or any part thereof, without obligations if delivery is not made at the time(s) specified.

**9. DEFAULT PROVISION**

In cases of default by the Successful Bidder, the City may take such action as it deems appropriate, including the procurement of the articles or services from other sources and holding the Successful Bidder responsible for any excess costs occasioned or incurred thereby.

**10. COPYRIGHTS OR PATENT RIGHTS**

The Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.

**11. SAFETY STANDARDS**

The Bidder warrants that the product supplied to the City conforms in all respects to the standards set forth by Federal and Provincial agencies and failure to comply with this condition will be considered a breach of contract.

**12. MANUFACTURER'S CERTIFICATION**

The City reserves the right to request from the Bidder separate manufacturer's certification of all statements made in the bid document.

**BIDDERS PLEASE READ  
GENERAL CONDITIONS, INSTRUCTIONS & INFORMATION FOR BIDDERS**

**13. SIGNED BID TO BE CONSIDERED AN OFFER**

The submission of a signed bid document to the City shall be deemed to constitute an "Offer" which may be accepted, at the option of the City by:

- a) written acknowledgement of acceptance, OR
- b) the issuance of a "purchase order"

And upon such acceptance the terms, conditions and specifications herein set forth shall be confirmed and binding upon the City and the Bidder.

Upon acceptance of the bid, both parties hereto agree to do everything necessary to ensure that the terms of this agreement take effect.

The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect his right thereafter to enforce such provision or to seek damages for the breach thereof. It is agreed between the parties that neither party shall be held responsible for damages caused by delay or failure to perform his undertakings hereunder when such delay or failure is due to fires, strikes, floods, Acts of God or the Queen's enemies, lawful acts of public authorities or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.

**14. ORAL INSTRUCTIONS OR SUGGESTIONS**

The City will assume no responsibility for oral instruction or suggestions. All official correspondence in regard to the specifications should be directed to and will be issued by the Manager of Purchasing & Supply.

**15. DISCREPANCIES AND OMISSIONS**

Should the Bidder find discrepancies in, or omissions from the specifications, or should he be in doubt as to their meaning, he shall notify the Manager - Purchasing & Supply who may, if necessary, post Addenda to the City's website. [http://www.london.ca/d.aspx?s=/Tenders\\_and\\_RFPs/default.htm](http://www.london.ca/d.aspx?s=/Tenders_and_RFPs/default.htm).

**16. SPECIFICATIONS**

No Successful Bidder is relieved from supplying all components necessary to render the material(s) and/or service(s) fit for the use specified in the governing documents merely because detailed specifications on the various components are not set out in the documents.

**17. RESERVATIONS FOR REJECTION AND AWARD**

The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities and to request rebids on the required material(s). It further reserves the right to award the contract on split-order basis, lump sum or individual item basis or such combination as shall best serve the interests of the City in the opinion of the Manager - Purchasing & Supply and the applicable Department, unless otherwise stated.

The City also reserves the right to waive minor variations to specifications (interpretation of minor variances will be made by the applicable Department personnel).

**18. BID ATTACHMENTS**

A response to a request for bids which has attached a condition of sale or any other attachment which alters the specifications, conditions or terms, or makes it subordinate, may be cause for rejection.

**19. ADDITIONAL GENERAL CONDITIONS**

Instructions to Bidders and Information for Bidders dealing with the specific requirements of this request for bids are included in the attached request for bid documents.

**20. SUCCESSORS AND ASSIGNS**

The contract shall apply to and be binding on the parties hereto and their successors, administrators, executors and assigns and each of them.

**21. SUB-CONTRACTS**

The Successful Bidder shall not, without the written consent of the City, make any assignment or sub-contract for the provision of any goods or services hereby bid on.

**22. WARRANTY**

In supplement of, and not by way of substitution for the terms and conditions or any warranty stipulated or implied by law and notwithstanding prior acceptance by the City, the Successful Bidder will at any time within 3 months of delivery thereof, and at their expense replace any goods which are or become defective as a result of faulty or inefficient manufacture, materials or workmanship.

**23. LAWS**

It is agreed that the goods and services supplied shall comply with all Federal laws and other Province of Ontario laws applying thereto.



# Elgin Area

Primary Water Supply System

July 22, 2010

## TENDER 10-116 ELGIN WATER TREATMENT PLANT – HVAC REPLACEMENT AND UPGRADES

Sealed tenders for the Elgin Water Treatment Plant – HVAC Replacement and Upgrades will be received by Purchasing and Supply, in a sealed envelope with tender documents up to **12:00 noon, Local Time, WEDNESDAY,**

**AUGUST 25, 2010**

### **1-0 INFORMATION FOR BIDDERS**

- 1-1 Tenders received by Purchasing and Supply later than the specified closing time will be returned unopened to the bidder.
- 1-2 A bidder who has already submitted a tender may submit a further tender at any time up to the official closing time. The last tender received shall supersede and invalidate all tenders previously submitted by that bidder as it applies to this request for tender.
- 1-3 A bidder may withdraw a submitted tender at any time up to the official closing time by letter bearing a signature and/or seal as in the original tender. Withdrawal requests received after the tender closing time will not be permitted.
- 1-4 In the event that only one tender is received at time of closing, the Manager of Purchasing and Supply or designate will either open the tender or delay opening of the tender for consultation with the respective General Manager as to whether to open or reject the tender. A rejected tender will be returned unopened to the bidder. A decision to re-tender will be made respectively by the Manager of Purchasing and Supply and the respective General Manager.
- 1-5 The City assumes no responsibility for any verbal (spoken) information from any City staff or from any Consultant firms retained by the City, or from any other person or persons who may have an interest in this Tender. Amendments or changes to this Tender prior to the closing date and time stated herein will only be in the form of written addenda and said addenda will be issued by the Purchasing & Supply Team of the City of London. Any Addendum will be posted on the City's Purchasing & Supply Web Site: [http://www.london.ca/d.aspx?s=/Tenders and RFPs/default.htm](http://www.london.ca/d.aspx?s=/Tenders%20and%20RFPs/default.htm) It is the bidder's sole responsibility to check this Web Site regularly to inform itself of any posted Addendum. The City makes no promise or guarantee that addenda will be delivered by any means to any bidder. By submitting a bid in response to this Tender, the bidder acknowledges and agrees that addenda shall only be posted on the City's Web Site and it is the sole responsibility of the bidder to check this Web Site for said addenda. **FAILURE TO ACKNOWLEDGE RECEIPT OF ALL ADDENDA ON THE FORM OF TENDER WILL RESULT IN YOUR BID BEING REJECTED**
- 1-6 Bidders are to refer to the General Conditions, Instructions and Information for Bidders. Your tender and any resultant purchase will be based on these conditions unless otherwise agreed to in writing. In the event of any conflict between the General Conditions, Instructions and Information to Bidders and the terms or conditions of this tender, the terms and conditions of this tender shall prevail.
- 1-7 The City reserves the right to accept or reject any and all tenders. The City further reserves the right to award the contract on a split-order basis, lump-sum or individual-item basis, or such combination as shall best serve the interests of the City in the opinion of the Manager of Purchasing and Supply and the applicable General Manager, unless otherwise stated.

**1-0 INFORMATION FOR BIDDERS...cont'd**

- 1-8 Tenders are to remain firm for acceptance for a period of **ninety (90)** days from date of tender closing date.
- 1-9 The acceptance and award of the tender and execution of an agreement, contract or purchase order is subject to approval by City Council.
- 1-10 All prices must be stated in **Canadian** funds. Prices must also be inclusive of customs, duty and freight.
- 1-11 If the amount tendered for a unit price item does not agree with the extension of the estimated quantity and the tendered unit price, or if the extension has not been made, the unit price shall govern and the total price shall be corrected accordingly. If both the unit price and the total price are left blank, then both shall be considered as zero. If the unit price is left blank but a total price is shown for the item, the unit price shall be established by dividing the total price by the estimated quantity. If the total price is left blank for a lump sum item, it shall be considered as zero. If the Tender contains an error in addition and/or subtraction and/ or transcription in the approved tender documentation format requested (ie. Not the additional supporting documentation supplied), the error shall be corrected and the corrected total contract price shall govern. Tenders containing prices which appear to be so unbalanced as to likely affect the interests of the City adversely may be rejected.

**2-0 REQUIREMENTS AT TIME OF CLOSING**

Bidders are required to submit the following data with their tender. **FAILURE TO DO SO SHALL RESULT IN THE TENDER BEING REJECTED.**

1. Form of Tender
2. Bid Deposit in the amount of 10% of the Total Contract Price
3. Letter of Agreement to Bond

**2-1 FORM OF TENDER**

The Form of Tender must be completed in ink, in full, signed and returned in a sealed envelope clearly marked with the name and address of the Responder, Title of File and File Number.

Completed tenders can be **mailed** to Purchasing and Supply, P.O. Box 5035, London, Ontario N6A 4L9 or **hand delivered** (in person or by courier) to Purchasing & Supply, 267 Dundas Street, 4<sup>th</sup> Floor, London, Ontario N6A 1H2. **Facsimiles are not acceptable unless specified.** Respondents are solely responsible for ensuring bids are received by Purchasing & Supply prior to the closing date and time.

**2-2 BID DEPOSIT**

- a) Each bidder is required to submit an original bid deposit with their tender in the amount of **10% of the tendered price**, in the form of a Bid Bond, Irrevocable Letter of Credit, Certified Cheque, Bank Draft or Canadian Currency. **PHOTOCOPIES OR FAXED COPIES OF BID DEPOSITS WILL RESULT IN THE BID BEING REJECTED.**
- b) Bid deposits, with the exception of the two (2) lowest bidders will be returned within one (1) week, unless otherwise determined by the Manager of Purchasing and Supply after the tender opening. The two (2) lowest or remaining deposits will be returned after award of the tender by City Council. Where terms and conditions of a tender require the execution of an agreement, the deposits of the two (2) low bidders will be returned upon execution of the agreement.
- c) It is to be noted that bidders who elect to use cash or certified cheque as a bid deposit will not be paid interest by the City.

**2-0 REQUIREMENTS AT TIME OF CLOSING...cont'd**

**2-3 LETTER OF AGREEMENT TO BOND/LETTER OF GUARANTEE**

- a) An original Letter of Guarantee from a recognized Financial Institution or Letter of Agreement from a bonding agency licensed to operate in the Province of Ontario must be included with the bid confirming that if the bidder is successful, the necessary guarantee will be issued as spelled out in Clause 3.
- b) Letters of Agreement submitted must bear an original signature of the issuer and the bidder. **PHOTOCOPIES OR FAXED COPIES OF LETTERS OF AGREEMENT/LETTERS OF GUARANTEE WILL RESULT IN THE BID BEING REJECTED.**

**3-0 REQUIREMENTS AT TIME OF EXECUTION**

Subject to an award of the tender, the successful bidder is required to submit the following documentation in a form satisfactory to the City for execution within ten (10) working days after being notified to do so in writing:

- 1. Executed Bond
  - City of London Performance Bond in the amount of 100% of the bidder's price
  - City of London Labour and Material Bond in the amount of 50% of the bidder's priceOR
  - Irrevocable Letter of Credit in the amount of 50% of the bidder's price
- 2. Insurance Documents
- 3. Clearance Certificate from the Workplace Safety and Insurance Board
- 4. Safety Policies and Procedures and Related Documentation

If the successful bidder for any reason, defaults or fails in any matter or thing referred to under "Requirements at Time of Execution", the City shall be at liberty to retain the money deposited by the successful bidder for use by the City as liquidated damages. In the event of default, the City reserves the right to accept any other bid, advertise for new tenders or carry out the work in any way as the City may, at its sole discretion, deem best.

**3-1 EXECUTED BOND**

- a) The successful bidder shall be required to submit to the City a Performance Bond guaranteeing the full and faithful performance of the work, in an amount of 100% of the successful bidder's price.
- b) The successful bidder shall further be required to submit to the City a Labour and Material Payment Bond in the amount of 50% of the successful bidder's price.
- c) The bonds shall be those as issued by a bonding agency licensed to operate in the Province of Ontario, and only on the City of London standard Form of Bond.  
OR
- d) An Irrevocable Letter of Credit from a recognized Financial Institution in the amount of 50% of the successful bidder's price, in a form acceptable to the City Treasurer.
- e) The successful bidder shall not commence work until such time as the requested Bond/Letter of Credit has been approved by the City Treasurer.
- f) The Irrevocable Letter of Credit shall act as guarantee that the successful bidder will perform the work contemplated herein. If the successful bidder expressly or by implication repudiates the contract herein, the City may terminate the contract immediately upon written notice and immediately draw upon the Irrevocable Letter of Credit as liquidated damages. Notwithstanding the above, the City shall retain any other right which it may have in law to claim for any and all damages which it may suffer as a result of the successful bidder's breach of the provisions set forth in the contract.

**3-0 REQUIREMENTS AT TIME OF EXECUTION...cont'd**

**3-2 INSURANCE AND INDEMNIFICATION:**

The successful bidder shall at its own expense obtain and maintain until the termination of the contract, and provide the City with evidence of:

- a) Comprehensive general liability insurance on an occurrence basis for an amount not less than five million (\$5,000,000) dollars and shall include the City as an additional insured with respect to the successful bidders operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses.
- b) Automobile liability insurance for an amount not less than two million (\$2,000,000) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this Agreement.

The policies shown above will not be cancelled or permitted to lapse unless the insurer notifies the City in writing at least thirty (30) days prior to the effective date of cancellation or expiry. The City reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as the City may reasonable require.

- c) The successful bidder shall not commence work until such time as the required bond has been approved by the City Treasurer and satisfactory the evidence of insurance has been filed with and approved by the Risk Management Division of the City. The successful bidder shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date of the duration of the contract.
- d) The successful bidder shall indemnify and hold the City harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees occasioned wholly or in part by any acts or omissions either in negligence or nuisance whether willful or otherwise by the successful bidder, its agents, officers, employees or other persons for whom the successful bidder is legally responsible.

**3-3 WORKPLACE SAFETY & INSURANCE BOARD**

- a) The successful bidder shall furnish a WSIB Clearance Certificate indicating their WSIB firm number, account number and that their account is in good standing. This form must be furnished prior to commencement of work. The successful bidder further agrees to maintain their WSIB account in good standing throughout the contract period.
- b) The City will require the successful bidder to produce a Clearance Certificate from WSIB from time to time during the contract on request and/or prior to final payment.
- c) If the successful bidder is a self – employed individual, partner or executive officer who does not pay WSIB premium and is recognized by WSIB as an 'independent operator' a letter from WSIB acknowledging independent contractor status and confirming that WSIB cover is not required must be provided to the City prior to commencement of work.

**3-0 REQUIREMENTS AT TIME OF EXECUTION...cont'd**

**3-4 SAFETY POLICIES AND PROCEDURES AND RELATED DOCUMENTATION**

The successful bidder shall submit one (1) copy of each of the following items:

- a) Their written health and safety policy and program where required under Section 25 (2) (j) of the Occupational Health and Safety Act. Where not required under 25(4), successful bidders are asked to provide procedures or a written description of safety practices applicable to the work to be performed under the contract.
- b) They may be required to provide additional documentation/ policies / procedures as applicable and as outlined in the contract requirements. These additional requirements, if any, will be found in the contract document.

**4-0 SPECIFICATIONS**

The purpose of this tender is to obtain bids for the Elgin Water Treatment Plant – HVAC Replacement and Upgrades, in accordance with the attached Specification # 925-07-01 and Drawings, E1, E2, E3, M1, M2 and M3.

**5-0 TERMS & CONDITIONS**

**5-1 MANDATORY PRE-BID MEETING**

- a) A **Mandatory Pre-Bid Meeting** has been scheduled for **Tuesday, August 17, 2010 @ 9:00 am** at the Elgin Middlesex Water Treatment Plant - 43665 Dexter Line, Port Stanley, Ontario. Safety footwear and hard hats are required. **Failure to attend the Mandatory Pre-Bid Meeting will result in your bid being rejected.**
- b) Each bidder must visit the site of the work before submitting their tender and must satisfy themselves by personal examination as to the local conditions to be met with during the construction and conduct of the work. Bidders shall make their own estimate of the facility and difficulties to be encountered. No claim shall be allowed at any time after submission of the tender that there was any misunderstanding of the terms and conditions of the contract relating to site conditions.
- c) Failure to make the necessary examinations or investigations shall not be accepted as an excuse for any default on the part of the successful bidder to fulfil in every detail all the requirements of the said contract or be accepted as a basis for any claims whatsoever for extra compensation or an extension of time.
- d) The successful bidder shall also make all investigations necessary to obtain all required information regarding access to the site and required facilities for storage and construction operations.

**5-2 CONTACT PERSON**

Additional information or clarification of any of the instructions or information contained herein must be obtained from Purchasing and Supply by contacting Terri Sue Wyatt, Procurement Officer, at 519 661-2500 ext. 4717, by fax at 519 661-5030 or by e-mail at [purch@london.ca](mailto:purch@london.ca).

**5-3 QUESTIONS/INQUIRIES**

- a) Each bidder must review all tender documents and promptly report and request clarification of any discrepancy, deficiency, ambiguity, error, inconsistency, or omission contained therein. Any such request must be submitted to the City in writing, prior to **Thursday, August 19, 2010**. **Directing inquiries to other than Purchasing and Supply WILL result in your submission being rejected.**

**5-0 TERMS & CONDITIONS...cont'd**

**5-3 QUESTIONS/INQUIRIES...cont'd**

- b) Where a request results in a change or a clarification to the tender, the City will prepare and issue an Addendum to this tender as set out in Section 1-5. **No addendum will be issued after August 23<sup>rd</sup>, 2010 at 12:00 p.m.**

**5-4 TAXES**

HST – extra All prices shall be provided in Canadian Funds; inclusive of all applicable customs duties, levies and taxes, except for GST/HST.

All Bidders/Suppliers shall provide their Goods and Services Tax/Harmonized Sales Tax (GST/HST) registration number in their RFT Submission Form. Note: If the Bidder/Supplier is located outside of Canada and is not a GST/HST Registrant, this may not apply.

**5-5 PROJECT SCHEDULING**

- a) This project is scheduled to commence October 20, 2010 and be completed by June 1, 2011.
- b) Vanderwesten, Rutherford Mantecon, Consulting Structural, Mechanical & Electrical Engineers shall act as the Project Manager.
- c) All scheduled will be coordinated with the consultant and no changes shall be made to the scope of work without the written consent of the Project Manager.

**5-6 AWARD**

The contract will be based on the lump sum pricing. Bidders are required to price hourly rates for each trade on the Form of Tender for additional work if required.

**5-7 FAIR WAGE POLICY**

The City of London Fair Wage Policy is applicable to this project.

**5-8 QUALIFICATIONS**

- a) The project shall be completed by a firm of recognized standing and experience in this type of work with a minimum of five (5) years experience and having the necessary equipment and skilled labour to carry out the work satisfactorily. The City has the final decision in determining acceptable level of experience.
- b) Please provide references in the space provided on the Form of Tender.

**5-9 SUCCESSFUL BIDDERS RESPONSIBILITIES**

- a) The successful bidder shall be responsible for and give adequate attention to the performance and completion of the work in accordance with the terms of this tender and the specifications hereto. He shall be responsible for the supply of all labour, materials and equipment necessary to complete this project.
- b) The successful bidder shall at all times have on the work site, as his agent, a supervisor who is a “competent” person capable of reading and thoroughly understanding specifications and is experienced in the type of work being performed. A “competent” person is defined in Section 1(1) of the Ontario Occupational Health and Safety Act.

**5-0 TERMS & CONDITIONS...cont'd**

**5-9 SUCCESSFUL BIDDERS RESPONSIBILITIES...cont'd**

- c) The successful bidder shall issue a "Notice of Project" for the entire contract that is with the City of London, where the contract dollar value exceeds \$50,000. In the "Notice of Project", the successful bidder will indicate to the best of their ability when and where the individual projects will take place, issue it to the MOL, provide the City of London contract representative with a copy and make it accessible at the job site.

**5-10 SAFETY REQUIREMENTS**

The successful bidder shall adhere to the following requirements:

- a) They shall perform all work and deliver all services under the contract in accordance with requirements of the Ontario Occupational Health and Safety Act and applicable Regulations and their safety policy and procedures. Should circumstances of the job site render the successful bidder unable to comply with these requirements, the successful bidder shall immediately notify your City of London contract representative.
- b) They shall ensure the company's management, supervisors and employees are trained, qualified and possess the necessary certifications to perform all work and deliver all services in compliance with any federal, provincial and municipal regulatory codes, acts, laws and by-laws. (.ie: this may include training in Workplace Hazardous Material Information System, First Aid etc.)
- c) The successful bidder shall maintain, at the job site, MSDS for all hazardous materials and controlled products taken onto the job site.
- d) They shall ensure that containers for any hazardous materials or controlled products used or stored on City of London premises are labeled in accordance with requirements of the Ontario Workplace Hazardous Materials Information System Regulation, and if used for containment of flammable liquids, conform to the requirements pertaining to flammable liquids handling and storage as set out in the Ontario Industrial Establishments Regulation and the Ontario Construction Projects Regulation, as applicable. All hazardous materials or controlled products will be removed from the site following completion of the contract, or sooner where practical and possible.
- e) In the event of any dispute between the successful bidder and the City with respect to the successful bidder's conformance with any contractual requirement respecting safety, the successful bidder agrees that a determination of conformance shall be made by the City in its sole discretion.
- f) The successful bidder may be asked to complete the City of London Contractor Safety Checklist Pre-Construction/Pre-Work Meeting, prior to commencing with construction or maintenance projects.

**5-11 IDENTIFICATION**

The successful bidder and all contract employees are required to identify himself/herself as the employee of the successful bidder, and shall be equipped with sufficient identification for that purpose.

**5-0 TERMS & CONDITIONS...cont'd**

**5-12 FIRE SAFETY REQUIREMENTS**

The successful Contractor shall comply with Ontario Fire Code regulations during construction, including:

- i. maintaining and protecting continuing service lines;
- ii. management of combustibles salvage, waste and rubbish;
- iii. protecting persons and properties;
- iv. maintaining operable fire protection equipment including maintaining access to such equipment;
- v. maintaining fire fighters' access;
- vi. providing temporary fire extinguishing equipment as necessary, and
- vii. maintaining existing and temporary fire exits.

**5-13 ACCEPTANCE / AWARD**

The award of this bid may not necessarily be based on price. The City will evaluate bids to determine which submission most clearly meets our requirements.

**5-14 ASSIGNMENT**

Following award of the contract, the successful bidder shall not, without written consent of the Manager of Purchasing and Supply make any assignment or any subcontract for the execution of any service or product hereby tendered on.

**5-15 DATE COMPLIANCE**

All products and services should be free from defects with regards to date processing. This includes, but is not limited to, the transition from one (1) year to another, the transition from one (1) century to another and the occurrence of leap years.

**5-16 QUALIFYING OF BIDS**

Bidders are cautioned against qualifying their submission in any manner whatsoever as this may result in their bid being rejected.

**5-17 DISPUTES**

In cases of disputes as to whether or not the service tendered meets the conditions in the accepted tender, the decision of the Manager of Purchasing and Supply for the City shall be final and binding on all parties.

**5-18 EXCLUSION OF BIDDERS IN LITIGATION**

a) The City may, in its absolute discretion, reject a tender submitted by a bidder if the bidder, or any officer or director of the bidder is or has been engaged, either directly or indirectly through another corporation, in a legal action against the City, its elected or appointed officers and employees in relation to:

- i. Any other contract or services; or
- ii. Any matter arising from the City's exercise of its powers, duties, or functions.

**5-0 TERMS & CONDITIONS...cont'd**

**5-18 EXCLUSION OF BIDDERS IN LITIGATION...cont'd**

- b) In determining whether or not to reject a tender under this clause, the City will consider whether the litigation is likely to affect the bidder's ability to work with the City, its consultants and representatives, and whether the City's experience with the bidder indicates that the City is likely to incur increased staff and legal costs in the administration of the contract if it is awarded to the bidder.

**5-19 EXCLUSION OF BIDDERS DUE TO POOR PERFORMANCE**

- a) The General Manager shall document evidence and advise Purchasing and Supply in writing where the performance of a supplier has been unsatisfactory in terms of failure to meet contract specifications, terms and conditions or for Health and Safety violations.
- b) The City Treasurer may, in consultation with the City Solicitor, prohibit an unsatisfactory supplier from bidding on future Contracts for a period of up to three (3) years.

John Freeman, C.P.P.  
Manager of Purchasing and Supply

**6-0 FORM OF TENDER**

6-1 I/WE the undersigned hereby offer to complete the Elgin Water Treatment Plant – HVAC Replacement and Upgrades in accordance with your terms, conditions numbered 1-1 to 5-19 and attached Specification # 925-07-01 and Drawings E1, E2, E3, M1, M2 and M3 which will be deemed part of our agreement should this tender be accepted, and as follows:

To Supply all the Labour, Materials and Equipment to complete the Elgin Water Treatment Plant – HVAC Replacement and Upgrades	\$ /Lump Sum
<b>CONTINGENCY</b>	\$ 15,000.00
<b>HST</b>	\$
<b>PROJECT TOTAL</b>	\$

**\*\* Note total cost above is to include labour, and all materials associated with the project. \*\***

**Labour Rates**

Indicate the unit labour rate required for additional work and/or work to be deleted in changes to the Contract.

TRADE	HOURLY RATE
Sheet Metal	\$ /hr.
Refrigeration	\$ /hr.
Insulation	\$ /hr.
Controls	\$ /hr.
Testing Adjusting Balancing	\$ /hr.

**6-0 FORM OF TENDER...cont'd**

6-2 Indicate below the manufacturer of equipment items included in the Bid Price and the name of any manufacturer whose equipment is proposed as an alternative to that specified. Failure to indicate a specific manufacturer shall be taken to mean that product of the manufacturer first indicated in the specifications are included in the Bid Price. This list is intended to cover only major equipment items and shall in no way limit the extent of the contract.

<b>PRODUCT</b>	<b>SPECIFIED MFGR. INCL. IN BASE BID</b>	<b>BIDDER'S ALTERNATIVE MFGR.</b>
16122 Wires & Cables		
16141 Wiring Devices		
1619 Access Panels, Firestop Sealants, Hydraulic Seals		
16440 Disconnect Switches		
16471 Panelboards – Breaker Type		
16477 Moulded Case Circuit Breaker		
16478 Fuses – Low Voltage		
16485 Contactors		
16496 Ground Fault Circuit Interrupters Class A		

6-3 List the trade Subcontractors that have been included in the bid:

<b>TRADE</b>	<b>SUBCONTRACTORS</b>
Sheet Metal	
Refrigeration	
Insulation	
Controls	
Testing Adjusting Balancing	

**6-0 FORM OF TENDER...cont'd**

6-4 Please state references where similar work in scope and size has been completed:

COMPANY	CONTACT NAME	PHONE NUMBER

6-5 Please indicate if project can be completed in the time frame as shown in 5-5 Project Scheduling:

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6-6 Please state terms of payment (Note: Early payment discounts will be considered in the award of the contract, and will apply **after** taxes).

---

6-7 Please state the Payment Remittance Address (if different than the address indicated below:

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6-8 Please state: Do you have VISA CAPABILITY? Yes\_\_\_\_\_No\_\_\_\_\_

6-9 I/WE DECLARE that no person, firm or Corporation other than the one whose signature or the signature of whose proper officers and the seal is or are attached below, has any interest in this tender.

6-10 I/WE FURTHER DECLARE that this tender is made without any connection, knowledge, comparison of figures or arrangement with any other company, firm or person making a bid for the same work and is in all respects fair without collusion for fraud.

6-11 I/WE FURTHER DECLARE that the several matters stated in the said tender are all in respect true.

6-12 I/WE have allowed for Addenda numbered as follows: #\_\_\_\_\_ through to #\_\_\_\_\_.

**FAILURE TO ACKNOWLEDGE ALL ADDENDA WILL RESULT IN YOUR TENDER BEING REJECTED.**

**6-0 FORM OF TENDER...cont'd**

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/PROVINCE: \_\_\_\_\_

POSTAL CODE/ZIP CODE \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ TITLE \_\_\_\_\_  
I/WE are authorized to bind the COMPANY/CORPORATION

NAME (Please print or type): \_\_\_\_\_

TELEPHONE NUMBER (\_\_\_\_) \_\_\_\_\_ FAX NUMBER (\_\_\_\_) \_\_\_\_\_

HST/GST REGISTRATION # \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

DATE OF TENDER \_\_\_\_\_

**NOTE:** Please return pages **10 – 13** on or before **12:00 Noon, Local Time, WEDNESDAY, August 25, 2010.**