



**THE CORPORATION OF THE MUNICIPALITY OF CLARINGTON
PURCHASING DIVISION**

QUOTE # Q2012-1

EMERGENCY GENERATOR SERVICE AND MAINTENANCE

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CLOSING TIME & DATE: **4:00:00 P.M. TIME (LOCAL TIME)
WEDNESDAY, FEBRUARY 22, 2012**

- ANYONE **DOWNLOADING** THIS DOCUMENT AND WISHING TO SUBMIT A BID MUST ENSURE THAT THEY HAVE REGISTERED WITH PURCHASING. BY REGISTERING, YOU WILL BE ADDED TO THE BIDDERS MAILING LIST AND WILL RECEIVE ANY ADDENDUM THAT MAY BE ISSUED WITH RESPECT TO THIS DOCUMENT. FAILURE TO REGISTER MAY RESULT IN YOUR BID BEING DISQUALIFIED. TO REGISTER, PLEASE COMPLETE THE REGISTRATION FORM LOCATED ON THE MUNICIPAL WEB SITE.

- **ADDENDUM INFORMATION**
ALTHOUGH WE WILL ATTEMPT TO EMAIL ANY ADDENDUM TO THE REGISTERED BIDDERS FOR A PARTICULAR BID, ALL BIDDERS ARE TO NOTE THAT ANY ADDENDUM(S) TO ANY TENDER/FORMAL QUOTATION WILL BE POSTED ON THIS WEB SITE. IT IS THE BIDDER'S RESPONSIBILITY TO CHECK THIS WEB SITE OFTEN FOR ANY ADDENDUM. TO FIND THE ADDENDUM(S) FOR ANY PARTICULAR BID, PLEASE CLICK ON REGISTER TO BID AND ENTER USERNAME AND PASSWORD. ONCE YOU CONFIRM YOUR VENDOR INFORMATION, YOU WILL BE FORWARDED TO THE PAGE WITH THE ORIGINAL BID DOCUMENTS AND ANY ADDENDUM(S).

- **NOTICE TO BIDDERS**

- LATE BIDS WILL NOT BE ACCEPTED, BUT RETURNED UNOPENED TO THE RESPECTIVE BIDDER
- BIDS NOT SIGNED WILL BE REJECTED
- BIDS MUST BE TYPED OR IN INK
- ERASURES OR NOTICEABLE CHANGES MUST BE INITIALLED BY THE BIDDER
- BIDDERS MUST NOT INCLUDE RESTRICTIVE OR CONDITIONAL STATEMENTS TO ALTER THE FORMAT OR INTENT OF THE QUOTATION
- QUOTATIONS MUST BE RETURNED ON THE FORMS PROVIDED, IN THE ENVELOPE CLEARLY MARKED AS TO CONTENTS, PRIOR TO THE CLOSING TIME AND DATE, TO THE FOLLOWING, FAILURE TO DO WILL RESULT IN BID REJECTION
- THE LOWEST OR ANY TENDER/QUOTATION NOT NECESSARILY ACCEPTED

ISSUED BY: JERRY BARBER, C.P.P.O.
PURCHASING MANAGER
TELEPHONE: 905-623-3379, EXT. 2209

SANDRA McKEE, SCMP
SENIOR BUYER
TELEPHONE 905 623-3379, EXT 2210

THE CORPORATION OF THE MUNICIPALITY OF CLARINGTON
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GENERATOR INSPECTIONS AND SERVICE

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SCHEDULE (A) GENERAL TERMS AND CONDITIONS

1.0 SCOPE

The Municipality of Clarington is seeking a qualified company to provide inspections and service on various Municipal owned generators. The scope of work for this contract shall include the provision of labour and materials required to complete the inspections and servicing for the various generators as outlined in this quotation. All work is to be completed in accordance with terms, conditions and specifications stated herein as well all work must conform to the CSA standard C282 "Emergency Electrical Power Supply for Buildings and Ontario Fire Code Section 6.7 Emergency Power Systems plus any new regulations which may be implemented during the course of the contract for Emergency Power systems/supply.

Prices shall be held firm for the first year of the contract. If a price increase is proposed for the second or third years, it shall not exceed the percentages stated on the attached pricing page. Any proposed price increase must be submitted in writing at least 60 days prior to the completion of the first year. Continuation in the second and third years will be based on acceptability of proposed pricing, satisfactory performance, proper completion of paperwork and timely execution of services required.

The award for this project will be based on unit pricing submitted, proposed annual increases, satisfactory check of references supplied, past performance, if applicable, and the vendor's ability to satisfy the Municipality of its understanding of the scope of the work.

2.0 QUOTATION DELIVERY & OPENING

Quotations made on the forms provided must be submitted in the envelope provided or in an envelope with the downloaded label clearly affixed to the front of the envelope. Bids will be received at:

**Corporation of the Municipality of Clarington
Purchasing Office
40 Temperance Street
Bowmanville, Ontario**

until the specified closing time and date of:

**4:00:00 P.M. Local Time
WEDNESDAY, FEBRUARY 22, 2012**

Any Quotation received after the deadline for submission will be considered as non-compliant and will be returned unopened.

The use of the mail or courier services for delivery of a Quotation will be at the risk of the Bidder. The Quotation must come into the possession of the above-mentioned representative of the Municipality before the deadline for submission or the Quotation will be returned to the Bidder unopened.

In the event that the Quotation is hand delivered and is received past the deadline for submission, the Quotation envelope will be time stamped and returned unopened to the deliverer immediately.

In the event that the Quotation is received by a means other than 'in person' and is received past the submission deadline, it will be time stamped and returned unopened by courier.

Note: Since Quotations must be submitted in a sealed envelope, submissions by facsimile or electronic delivery, secured or otherwise, are not acceptable.

The onus unequivocally remains with the Bidder to ensure that Quotations are delivered to the Purchasing Office, 1st Floor, before the deadline for submission, in accordance with the submission instructions. Misdirected Quotations received after the deadline for submission will not be accepted and will be returned unopened. Requests for adjustments to submitted Quotations by telephone, fax or electronically will not be considered.

THE CORPORATION OF THE MUNICIPALITY OF CLARINGTON
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SCHEDULE (A) GENERAL TERMS AND CONDITIONS (continued)

The Municipality shall not be liable for any cost of preparation or presentation of Quotation, and all Quotations and accompanying documents submitted by the Bidder become the property of the Municipality and will not be returned. There will be no payment made to Bidders for work related to and/or materials supplied in the preparation, presentation and/or evaluation of any Quotation, nor for the Contract negotiations whether they are successful or unsuccessful.

3.0 COMMUNICATION

3.1 All inquiries and other communications with the Municipality of Clarington about this Quotation throughout the bid period are to be directed **ONLY** to Sandra McKee, Senior Buyer. If Sandra McKee is unavailable, please contact Jerry Barber, Purchasing Manager.

3.2 Non-compliance with this condition during the bid period may (for that reason alone) result in disqualification of the bidder's offer.

4.0 INQUIRIES

Any inquiries with respect to this Quotation should be submitted, in writing, to the individual in Section 3.1. The Municipality of Clarington will circulate to all bidders who received this Quotation any information with respect to significant inquiries received and the replies to such inquiries to the extent that such inquiries are applicable to all bidders. Any material changes resulting from inquiries will be documented in writing to the bidders prior to the closing date and time.

Written inquiries shall be submitted using the Fax Cover Sheet provided as Schedule (G). Bidders are requested to make all inquiries prior to the last Monday preceding the closing date.

Person to contact:	PRIMARY CONTACT	SECONDARY CONTACT
	SANDRA McKEE	JERRY BARBER
	SENIOR BUYER	PURCHASING MANAGER
	T: (905) 623-3379, ext. 2210	T: (905) 623-3379, ext. 2209
	F. (905) 623-3330	F. (905) 623-3330

5.0 PRICING

Quotations shall be open for acceptance for a period of ninety (90) days after the closing date. After this time elapses, the quotation may only be accepted with the consent of the successful bidder.

This quotation covers the requirements of the Municipality's in regards to inspections of various generators for the one year effective April 2012 period. The Municipality of Clarington reserving the option to extend the contract for a **second and third year** provided the supplier's performance, quality and completion of the work is satisfactory, proposed pricing for the subsequent year is acceptable to the Municipality, and budget approval is received from Municipal Council.

6.0 BID/QUOTATION DEPOSIT

No bid deposit is required.

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SCHEDULE (A) GENERAL TERMS AND CONDITIONS (continued)

7.0 SITE INSPECTION

Wednesday, February 15th between the hours of 9:00 a.m. and 12:00 p.m. has been set aside for companies to visit the various sites as noted on page 23 in Schedule 'D' Specification Item 2 – Generators. If unable to attend on this date, then a site visit by appointment (not mandatory), prior to closing is encouraged for all vendors who may have pertinent questions regarding this quotations of which can be addressed upon inspection of the site(s) and the associated equipment. It is recommended that the Contractor carefully examine the site as well as existing building and services affecting the proper execution of the work, to obtain a clear and comprehensive knowledge of the existing conditions. No claim for extra payment will be allowed for work or difficulties encountered due to conditions of the site which were visible or reasonably inferable, prior to the date of submission of Quotations. Bidders shall accept sole responsibility for any error or neglect on their part in this respect.

8.0 PREPARATION OF BIDS

All Bids must be submitted on the supplied Quotation Form, based on unit prices. The Bid must be signed by a designated signing officer of the Bidder. Completion of the Quotation Form as supplied is mandatory. Failure to comply may result in the disqualification of the submitted Bid.

The Bidder, by submitting a signed Bid, acknowledged that the Bidder has read, understands and accepts the terms and conditions and instructions of this Quotation in full.

9.0 INCOMPLETE WORK

The Municipality reserves the right to have the work completed by others in the event that the Contractor fails to complete the specified work within the time stated in the form of Quotation.

10.0 QUALITY & WORKMANSHIP

The quality of all materials and service provided shall be first class in every respect and will be subject to the approval of the Director of Operations or his designate. The Municipality of Clarington reserves the right to call in an alternate contractor, at any time throughout the duration of this contract, should the materials and/or service not be satisfactory.

11.0 QUALIFICATIONS

The contractor shall have in his employ, qualified personnel to perform all services specified herein and required in accordance with industry guidelines and best practices. A list of all full-time service personnel employed by the contractor should be submitted with this Quotation. The contractor may be disqualified by the Municipality if in the event, the bidder does not employ the staff necessary to perform the services required by the Municipality. Only competent personnel will be permitted on site.

Contractor's staff assigned to this contract shall be direct employees of the contractor and be certified/trained in the areas peculiar to the requirements of the services specified herein.

12.0 SUB-CONTRACTING

No sub-contracting will be allowed.

13.0 INVOICING

Expenses, including travel, meals, etc., will be the responsibility of the Contractor.

All invoices must be submitted no less than monthly (i.e., within 30 days of completed service) and will list services provided and the cost for each location serviced.

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SCHEDULE (A) GENERAL TERMS AND CONDITIONS (continued)

14.0 ADDITIONS OR DELETIONS

Any addition or deletion to this contract price to be negotiated between the successful contractor and the Purchasing Manager and will be based on nature and scope of work, material required and hourly rate.

15.0 TAXES

It is a requirement of the Quotation that any applicable Harmonized Sales Tax be shown as extra where indicated on the pricing schedule.

16.0 CHARACTER OF WORKERS

16.1 The reference to "workers" refers to workers of the Contractor and includes Corporate Officers.

16.2 The Contractor agrees to employ only orderly, competent, and skilful workers. Whenever the Municipality informs the Contractor in writing that any worker is, in its opinion, incompetent, unfaithful or disorderly, the Contractor will ensure that the worker in question is removed from the work and shall not be further employed on the Contract without the Municipality's written consent.

17.0 PROPERTY DAMAGE

Any damage to private or municipal property resulting from the required work will be remediated by the contractor at their cost.

18.0 SAFETY

The Contractor shall obey all Federal, Provincial and Municipal Laws, Acts, Ordinances, Regulations, Orders-in-Council and By-Laws, which could in any way pertain to the work outlined in the Contract or to the Employees of the Contractor. Without limiting the generality of the foregoing, the Contractor shall satisfy all statutory requirements imposed by the Occupational Health and Safety Act and Regulations made thereunder, on a contractor, a Constructor and/or Employer with respect to or arising out of the performance of the Contractor's obligations under this Contract.

19.0 PUBLIC LIABILITY & AUTO INSURANCE

The contractor shall maintain and pay for Automobile Liability insurance in respect of licensed vehicles and shall have limits of not less than \$2,000,000.00 inclusive per occurrence covering all licensed vehicles owned or leased by the contractor.

The successful contractor will indemnify and save harmless the Corporation of the Municipality of Clarington from all loss or the payment of the sums of money by reason of all accidents, injuries or damages to persons or property that may occur in connection therewith.

A certificate of liability insurance (third party) must be provided to the Municipality of Clarington, in the amount of \$3,000,000.00 (three million dollars) naming the Municipality of Clarington as additional insured.

Any damages to any or all properties as a result of the work performed by the contractor, will be repaired at the expense of the contractor to the satisfaction of the Director of Emergency & Fire Services.

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SCHEDULE (A) GENERAL TERMS AND CONDITIONS (continued)

20.0 WSIB – WORKPLACE SAFETY INSURANCE BOARD

The contractor shall maintain coverage and pay all assessments under applicable Workplace Safety and Insurance Board (WSIB) legislation and regulations. A Certificate of Clearance to be submitted prior to commencement of contract and may be requested at any time during the contract. See Schedule (B), Standard Terms and Conditions, Section 24 for details.

21.0 AWARD OF CONTRACT

The Municipality of Clarington reserves the right to award the Quotation in part or in whole, by item, or groups of items to one Bidder or several Bidders. The Municipality is not bound to accept the lowest of any quotation.

22.0 ACCEPTANCE OF QUOTATION

Quotations will be open for acceptance for a period of ninety (90) days after the closing date. After this time elapses, the Quotation may only be accepted with the consent of the successful bidder.

23.0 BUDGET APPROVAL

Award of this Quotation/Quotation/Request for Proposal is subject to Council approval and funds available within the Capital and/or Operating budgets.

24.0 LEGAL REQUIREMENTS

No contract shall be awarded to any person or corporation or any affiliate, subsidiary or related person thereto who, or which, has a claim or has instituted a legal proceeding against the Municipality of Clarington or against whom the Municipality of Clarington has a claim or has instituted a legal proceeding with respect to any previous contract.

25.0 DECLARATIONS

- a) I/We declare that no person, firm or corporation other than the one whose signature or the signature of whose proper officers is or are attached to this RFT, has any interest in this Quotation or in the Contract.
- b) I/We further declare that this Quotation is made without any connection, knowledge, comparison of figures or arrangement with any other contractor, firm or person making a similar Quotation and is in all respects fair and without collusion or fraud.
- c) I/We further declare that no Municipality of Clarington employee, or member of Council (or their families) is, or will become interested directly or indirectly as a contracting party or otherwise in or in the performance of the Contract or in the supplies, work or business to which it relates or in any portion of the profits of it, or of any such supplies to be used therein or any of the monies to be derived from it.
- d) I/We further declare that the statements contained in the Quotation are in all respects true.
- e) I/We further declare that I/We have examined the locality and site(s) of the proposed Equipment, as well as all the specifications relating to them, prepared, submitted and rendered available on behalf of the Municipality of Clarington and are hereby acknowledged to be an integral part of the Contract. I/We hereby propose and offer to enter into the Contract on the terms and conditions and under the provisions set forth in the Quotation, and to accept in full payment for it the sums calculated in accordance with the actual measured quantities and unit prices attached to this Quotation.

SCHEDULE (B) STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

Municipality - The Corporation of the Municipality of Clarington, its successors and assigns.

Bidder - The person, firm or corporation submitting a bid to the Municipality.

Company - The person, contractor, firm or corporation to whom the Municipality has awarded the contract, its successors and assigns.

Contract - The purchase order authorizing the company to perform the work, purchase order alterations, the document and addenda, the bid, and surety.

Subcontractor - A person, firm or corporation having a contract with the company for, or any part of, the work.

Document - The document(s) issued by the Municipality in response to which bids are invited to perform the work in accordance with the specifications contained in the document.

Bid - An offer by a Bidder in response to the document issued by the Municipality.

Work - All labour, materials, products, articles, fixtures, services, supplies, and acts required to be done, furnished or performed by the company, which are subject to the Contract.

2. SUBMISSION OF BID

Bid invitation shall be in accordance with the Municipality of Clarington Purchasing By-law #2010-112 and will apply for the calling, receiving, and opening of bids. The Municipality will be responsible for evaluating bids, awarding and administering the contract in accordance with the Purchasing By-law.

The bid must be submitted on the form(s) and in the envelope supplied by the Municipality unless otherwise provided herein. The envelope must not be covered by any outside wrappings, i.e. courier envelopes or other coverings.

The bid must be signed by a designated signing officer of the Bidder.

If a joint bid is submitted, it must be signed on behalf of each of the Bidders.

The bid must be legible, written in ink, or typewritten. Any form of erasure, strikeout or over-writing must be initialled by the Bidder's authorized signing officer.

The bid must not be restricted by a covering letter, a statement added, or by alterations to the document unless otherwise provided herein.

Failure to return the document or invitation may result in the removal of the Bidder from the Municipality's bidder's list.

A bid received after the closing date and time will not be considered and will be returned, unopened.

Should a dispute arise from the terms and conditions of any part of the contract, regarding meaning, intent or ambiguity, the decision of the Municipality shall be final.

SCHEDULE (B) STANDARD TERMS AND CONDITIONS (continued)

3. CONTRACT

The contract consists of the documents aforementioned as defined in Section 1, Definitions, Contract.

The contract and portions thereof take precedence in the order in which they are named above, notwithstanding the chronological order in which they are issued or executed.

The intent of the contract is that the Company shall supply work which is fit and suitable for the Municipality's intended use and complete for a particular purpose.

None of the conditions contained in the Bidder's standard or general conditions of sale shall be of any effect unless explicitly agreed to by the Municipality and specifically referred to in the purchase order.

4. CLARIFICATION OF THE DOCUMENT

Any clarification of the document required by the Bidder prior to submission of its bid shall be requested through the Municipality's contact identified in the document. Any such clarification so given shall not in any way alter the document and in no case shall oral arrangements be considered.

Every notice, advice or other communication pertaining thereto will be in the form of a written addendum.

No officer, agent or employee of the Municipality is authorized to alter orally any portion of the document.

5. PROOF OF ABILITY

The bidder may be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed subcontractor, to perform the work by the specified delivery date.

6. DELIVERY

Unless otherwise stated, the work specified in the bid shall be delivered or completely performed by the Company as soon as possible and in any event within the period set out herein as the guaranteed period of delivery or completion after receipt of a purchase order therefore.

A detailed delivery ticket or piece tally, showing the exact quantity of goods, materials, articles or equipment, shall accompany each delivery thereof. Receiving by a foreperson, storekeeper or other such receiver shall not bind the Municipality to accept the work covered thereby, or the particulars of the delivery ticket or piece tally thereof.

Work shall be subject to further inspection and approval by the Municipality.

The Company shall be responsible for arranging the work so that completion shall be as specified in the contract.

Time shall be of the essence of the contract.

SCHEDULE (B) STANDARD TERMS AND CONDITIONS (continued)

7. PRICING

Prices shall be in Canadian Funds, quoted separately for each item stipulated, F.O.B. destination.

Prices shall be firm for the duration of the contract.

Prices bid must include all incidental costs and the Company shall be deemed to be satisfied as to the full requirements of the bid. No claims for extra work will be entertained and any additional work must be authorized in writing prior to commencement. Should the Company require more information or clarification on any point, it must be obtained prior to the submission of the bid.

Payment shall be full compensation for all costs related to the work, including operating and overhead costs to provide work to the satisfaction of the Municipality.

All prices quoted shall include applicable customs duty, excise tax, freight, insurance, and all other charges of every kind attributable to the work. Harmonized Sales Tax (HST) shall be extra and not shown, unless otherwise specified herein.

If the Bidder intends to manufacture or fabricate any part of the work outside of Canada, it shall arrange its shipping procedures so that its agent or representative in Canada is the importer of record for customs purposes.

Should any additional tax, duty or any variation in any tax or duty be imposed by the Government of Canada or the Province of Ontario become directly applicable to work specified in this document subsequent to its submission by the Bidder and before the delivery of the work covered thereby pursuant to a purchase order issued by the Municipality appropriate increase or decrease in the price of work shall be made to compensate for such changes as of the effective date thereof.

8. TERMS OF PAYMENT

Where required by the Construction Lien Act appropriate monies may be held back until 60 days after the completion of the work.

Payments made hereunder, including final payment shall not relieve the company from its obligations or liabilities under the contract.

Acceptance by the company of the final payment shall constitute a waiver of claims by the company against the Municipality, except those previously made in writing in accordance with the contract and still unsettled.

The Municipality shall have the right to withhold from any sum otherwise payable to the company such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of it.

Payment may be made 30 days after delivery pursuant to the Bidder submitting an invoice, contract requirements being completed and work being deemed satisfactory.

9. PATENTS AND COPYRIGHTS

The company shall, at its expense, defend all claims, actions or proceedings against the Municipality based on any allegations that the work or any part of the work constitutes an infringement of any patent, copyright or other proprietary right, and shall pay to the Municipality all costs, damages, charges and expenses, including its lawyers' fees on a solicitor and his own client basis occasioned to the Municipality by reason thereof.

The company shall pay all royalties and patent license fees required for the work.

SCHEDULE (B) STANDARD TERMS AND CONDITIONS (continued)

If the work or any part thereof is in any action or proceeding held to constitute an infringement, the company shall forthwith either secure for the Municipality the right to continue using the work or shall at the company's expense, replace the infringing work with non-infringing work or modify it so that the work no longer infringes.

10. ALTERNATES

Any opinion with regard to the use of a proposed alternate determined by the Municipality shall be final. Any bid proposing an alternate will not be considered unless otherwise specified herein.

11. EQUIVALENCY

Any opinion determined by the Municipality with respect to equivalency shall be final.

12. ASSIGNMENT AND SUBCONTRACTING

The company shall not assign or subcontract the contract or any portion thereof without the prior written consent of the Municipality.

13. FINANCING INFORMATION REQUIRED OF THE COMPANY

The Municipality is entitled to request of the Company to furnish reasonable evidence that financial arrangements have been made to fulfill the Company's obligations under the Contract.

14. LAWS AND REGULATIONS

The company shall comply with relevant Federal, Provincial and Municipal statutes, regulations and by-laws pertaining to the work and its performance. The company shall be responsible for ensuring similar compliance by suppliers and subcontractors.

The contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

15. CORRECTION OF DEFECTS

If at any time prior to one year after the actual delivery date or completion of the work (or specified warranty/guarantee period if longer than one year) any part of the work becomes defective or is deficient or fails due to defect in design, material or workmanship, or otherwise fails to meet the requirements of the contract, the company, upon request, shall make good every such defect, deficiency or failure without cost to the Municipality. The company shall pay all transportation costs for work both ways between the company's factory or repair depot and the point of use.

16. BID ACCEPTANCE

The Municipality reserves the right to award by item, or part thereof, groups of items, or parts thereof, or all items of the bids and to award contracts to one or more bidders submitting identical bids as to price; to accept or reject any bids in whole or in part; to waive irregularities and omissions, if in so doing, the best interests of the Municipality will be served. No liability shall accrue to the Municipality for its decision in this regard.

Bids shall be irrevocable for 90 days after the official closing time.

The placing in the mail or delivery to the Bidder's shown address given in the bid of a notice of award to a bidder by the Municipality shall constitute notice of acceptance of contract by the Municipality to the extent described in the notice of award.

SCHEDULE (B) STANDARD TERMS AND CONDITIONS (continued)

The Municipality reserves the right to reject a Bid from any Bidder based on the following considerations:

- a Bidder or a subcontractor of a Bidder has an outstanding legal action against the Corporation, or the Corporation has an outstanding legal action against a Bidder or a subcontractor of the Bidder;
- a Bidder owes money including, but not limited to outstanding property taxes owed to the Corporation; and
- a Bidder is not in compliance with the Corporation's Corporate Policies and by-laws including Property Standards By-law.

17. SUPPLIER PERFORMANCE EVALUATION

Prior to the Contract renewal dates or upon expiry of the Contract, the Municipality of Clarington will complete a Performance Evaluation Form, providing feedback related to the Company's performance of the Contract.

Suppliers/Contractors will be evaluated based on, but not limited to the following:

- quality of goods/services provided;
- compliance with Contract specifications, terms & conditions;
- communication (responsiveness);
- billing accuracy.

The results of the Performance Evaluation shall be used to determine whether or not the Company is:

- considered for renewal of a Contract with the Municipality;
- considered for award of any subsequent Contract opportunities.

Throughout the life of the Contract, the Municipality shall communicate any performance issues/concerns, to the Company.

Persistent performance issues may result in an immediate Contract Performance Evaluation by all participating departments to determine if Contract suspension or termination is necessary.

Companies whose previous Contracts were terminated due to poor performance shall be considered for subsequent Contract Awards, only if they can show proof, through a minimum of three references for similar work, that they have overcome their performance issues of the past Contract. The Municipality's decision in this regard shall be final.

The results of any Performance Evaluation may be disclosed to other Municipalities or government bodies upon request, where it can be demonstrated that the Company has listed the Municipality as a Work reference.

18. DEFAULT BY COMPANY

- a. If the Company commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the company makes a general assignment for the benefit of its creditors; then, in any such case, the Municipality may, without notice: terminate the contract.
- b. If the Company fails to comply with any request, instruction or order of the Municipality; or fails to pay its accounts; or fails to comply with or persistently disregard statutes, regulations, by-laws or directives of relevant authorities relating to the work; or fails to prosecute the work with skill and diligence; or assigns or sublets the contract or any portion thereof without the Municipality's prior written consent; or refuses to correct defective work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the contract, then, in any such case, the Municipality may, upon expiration of ten days from the date of written notice to the company, terminate the contract.
- c. Any termination of the contract by the Municipality, as aforesaid, shall be without prejudice to any other rights or remedies the Municipality may have and without incurring any liability whatsoever in respect thereto.

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SCHEDULE (B) STANDARD TERMS AND CONDITIONS (continued)

- d. If the Municipality terminates the contract, it is entitled to:
- i) take possession of all work in progress, materials and construction equipment then at the project site (at no additional charge for the retention or use of the construction equipment), and finish the work by whatever means the Municipality may deem appropriate under the circumstances;
 - ii) withhold any further payments to the company until the completion of the work and the expiry of all obligations under the Correction of Defects section;
 - iii) recover from the company loss, damage and expense incurred by the Municipality by reason of the company's default (which may be deducted from any monies due or becoming due to the company, any balance to be paid by the company to the Municipality).

19. CONTRACT CANCELLATION

The Municipality shall have the right, which may be exercised from time to time, to cancel any uncompleted or unperformed portion of the work or part thereof. In the event of such cancellation, the Municipality and the Company may negotiate a settlement. The Municipality shall not be liable to the Company for loss of anticipated profit on the cancelled portion or portions of the work.

20. QUANTITIES

Unless otherwise specified herein, quantities are shown as approximate, are not guaranteed to be accurate, are furnished without any liability on behalf of the Municipality and shall be used as a basis for comparison only.

Payment will be by the unit complete at the bid price on actual quantities deemed acceptable by the Municipality.

21. SAMPLES

Upon request, samples must be submitted strictly in accordance with instructions. If samples are requested subsequent to opening of bids, they shall be delivered within three (3) working days following such request, unless additional time is granted. Samples must be submitted free of charge and will be returned at the bidder's expense, upon request, provided they have not been destroyed by tests, or are not required for comparison purposes.

The acceptance of samples by the Municipality shall be at its sole discretion and any such acceptance shall in no way be construed to imply relief of the company from its obligations under the contract.

Samples submitted must be accompanied by current Material Safety Data Sheets (MSDS) where applicable.

22. SURETY

The successful tenderer shall, if the Municipality in its absolute discretion so desires, be required to satisfy surety requirements by providing a deposit in the form of a certified cheque, bank draft or money order or other form of surety, in an amount determined by the Municipality. This surety may be held by the Municipality until 60 days after the day on which all work covered by the contract has been completed and accepted. The surety may be returned before the 60 days have elapsed providing satisfactory evidence is provided that all liabilities incurred by the company in carrying out the work have expired or have been satisfied and that a Certificate of Clearance from the WSIB - Workplace Safety Insurance Board has been received.

The company shall, if the Municipality in its absolute discretion so desires, be required to satisfy fidelity bonding requirements by providing such bonding in an amount and form determined by the Municipality.

Failure to furnish required surety within two weeks from date of request thereof by the Municipality shall make the award of the Contract by the Municipality subject to withdrawal.

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SCHEDULE (B) STANDARD TERMS AND CONDITIONS (continued)

23. WORKPLACE SAFETY AND INSURANCE BOARD

All of the Contractor's personnel must be covered by the insurance plan under the Workplace Safety and Insurance Act, 1997, or must provide an identification number from the WSIB verifying their status as an "Independent Operator". Upon request by the Municipality, an original Letter of Good Standing from the Workplace Safety and Insurance Board shall be provided prior to the commencement of work indicating all payments by the Company to the board have been made. Prior to final payment, a Certificate of Clearance must be issued indicating all payments by the Company to the Board in conjunction with the subject Contract have been made and that the Municipality will not be liable to the Board for future payments in connection with the Company's fulfilment of the contract. Further Certificates of Clearance or other types of certificates shall be provided upon request.

For Independent contractors / Owners / Operators who do not have WSIB coverage, the following shall be provided upon request by the Calling Agency:

- Single Independent Contractors / Owners / Operators shall provide a letter from the Workplace Safety & Insurance Board confirming independent operator status and identification number. To obtain this, contractors must complete the form "Determining worker/Independent Operator status", issued by the Workplace Safety & Insurance Board. (For more information, please contact your local Workplace Safety & Insurance Board Office and refer to this clause.)
- Single Independent Contractors / Owners / Operators must also provide a certificate from the Workplace Safety & Insurance Board confirming they have purchased the optional WSIB coverage.
- The Municipality of Clarington has the right to reject any bid it deems to provide insufficient coverage.

24. INSURANCE

The company shall maintain and pay for Comprehensive General Liability insurance including premises and all operations. This insurance coverage shall be subject to limits of not less than \$3,000,000.00 inclusive per occurrence for third party Bodily Injury and Property Damage or such other coverage or amount as may be requested.

The Company shall maintain and pay for Automobile Liability insurance in respect of licensed vehicles and shall have limits of not less than \$2,000,000.00 inclusive per occurrence covering all licensed vehicles owned or leased by the Company.

The policy shall include the Municipality as an additional insured in respect of all operations performed by or on behalf of the Company. A certified copy of such policy or certificate shall be provided to the municipality prior to commencement of the work. Further certified copies shall be provided upon request.

The Policies shall be endorsed to provide that the Municipality is to receive not less than 30 days notice in writing in advance of any cancellation, material amendment, or change restricting coverage. Written notice shall be personally delivered to or sent by registered mail to the Agency.

The Company will ensure that any and all Subcontractors also have valid Insurance coverage.

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SCHEDULE (B) STANDARD TERMS AND CONDITIONS (continued)

25. LIABILITY

The company agrees to defend, fully indemnify and save harmless the Municipality from all actions, suits, claims, demands, losses, costs, charges and expenses whatsoever for all damage or injury including death to any person and all damage to any property which may arise directly or indirectly by reason of a requirement of the contract, save and except for damage caused by the negligence of the Municipality or its employees.

The Company agrees to defend, fully indemnify and save harmless the Municipality from any and all charges, fines, penalties and costs that may be incurred or paid by the Municipality if the Municipality or any of its employees shall be made a party to any charge under the Occupational Health and Safety Act in relation to any violation of the Act arising out of this contract.

26. VISITING THE SITE

The Company shall carefully examine the site and existing building and services affecting the proper execution of the work, and obtain a clear and comprehensive knowledge of the existing conditions. No claim for extra payment will be allowed for work or difficulties encountered due to conditions of the site which were visible or reasonably inferable, prior to the date of submission of Bid. Bidders shall accept sole responsibility for any error or neglect on their part in this respect.

27. SAFETY

The Company shall obey all Federal, Provincial and Municipal Laws, Act, Ordinances, Regulations, Orders-in-Council and By-laws, which could in any way pertain to the work outlined in the Contract or to the Employees of the Company.

Without limiting the generality of the foregoing, the Company shall satisfy all statutory requirements imposed by the Occupational Health and Safety Act and Regulations made thereunder, on a contractor, a Constructor and/or Employer with respect to or arising out of the performance of the Company's obligations under this Contract.

The Company shall be aware of and conform to all governing regulations including those established by the Municipality relating to employee health and safety. The Company shall keep employees and subcontractors informed of such regulations.

The Company shall provide Material Safety Data Sheets (MSDS) to the Municipality for any supplied Hazardous Materials.

28. UNPAID ACCOUNTS

The company shall indemnify the Municipality from all claims arising out of unpaid accounts relating to the work. The Municipality shall have the right at any time to require satisfactory evidence that the work in respect of which any payment has been made or is to be made by the Municipality is free and clear of liens, attachments, claims, demands, charges or other encumbrances.

29. SUSPENSION OF WORK

The Municipality may, without invalidating the contract, suspend performance by the Company from time to time of any part or all of the work for such reasonable period of time as the Municipality may determine.

The resumption and completion of work after the suspension shall be governed by the schedule established by the Municipality.

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SCHEDULE (B) STANDARD TERMS AND CONDITIONS (continued)

30. CHANGES IN THE WORK

The Municipality may, without invalidating the contract, direct the Company to make changes to the work. When a change causes an increase or decrease in the work, the contract price shall be increased or decreased by the application of unit prices to the quantum of such increase or decrease, or in the absence of applicable unit prices, by an amount to be agreed upon between the Municipality and the Company. All such changes shall be in writing and approved by the Municipality.

31. CONFLICT OF INTEREST

No employee or member of Council of the Municipality shall sell goods or services to the Municipality in accordance with the Municipality of Clarington Policy or have a direct or indirect interest in a Company or own a Company which sells goods or services to the Municipality.

32. MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (MFIPPA)

All correspondence, documentation, and information provided to staff of the Municipality of Clarington by every offerer, including the submission of proposals, shall become the property of the Municipality, and as such, is subject to the Municipal Freedom of Information and Protection of Privacy Act, and may be subject to release pursuant to the Act.

Offerers are reminded to identify in their proposal material any specific scientific, technical, commercial, proprietary, or similar confidential information, the disclosure of which could cause them injury. Complete proposals are not to be identified as confidential.

33. CRIMINAL BACKGROUND CHECKS

"The successful service provider covenants and agrees to provide the Municipality of Clarington, or such other entity as the Municipality may designate, with written consent to perform a criminal background check including Criminal Code (Canada) convictions, pardoned sexual offences, records or convictions under the Controlled Drugs and Substances Act, Narcotics Control Act and

Food and Drugs Act and all outstanding warrants and charges for every individual who may come into direct contract with youth or who are permitted entrance to private or restricted areas or residences. This will be done at no cost to the Municipality and any such requested document will be submitted to the Municipality in its true form in advance of commencement of work.

The Municipal issued identification card must be worn when individuals are at a site where there is direct contact with youth or where access to any private or restricted area is anticipated. The Municipal identification card is valid for the term of the contract only or a one year term, whichever comes first. Under the terms of the contract, the Municipality has the sole and unfettered discretion to prohibit an individual from coming into direct contact with youth or entering a private or restricted area on a regular basis and to terminate the contract if the bidder/partner fails to obtain or renew the Municipal identification cards according to Municipal policy and procedure.

The Municipality of Clarington reserves the right to cancel and/or suspend the contract immediately and unilaterally and without penalty to the Municipality should the service provider fail to provide the required documentation or otherwise adhere to this procedure. "The Chief Administrative Officer has the final say in determining any final action."

**SCHEDULE (C) CONTRACTOR SAFETY
POLICY AND PROCEDURE**

POLICY:

Contractors and Sub-contractors are responsible to ensure that their personnel are updated on all safety concerns of the workplace and are aware of the safety requirements as required by the Contractor under the Occupational Health and Safety Act. Safety performance will be a consideration in the awarding of contract. Under the Occupational Health and Safety Act (Section 23 (1), (2)), it is the constructor's responsibility to ensure that:

- the measures and procedures prescribed by the Occupational Health and Safety Act and the Regulations are carried out on the project;
- every employer and every worker performing work on the project complies with the Occupational Health and Safety Act and the Regulations (under the Act); and
- where so prescribed, a constructor shall, before commencing any work on a project, give to a Director notice in writing of the project containing such information as may be prescribed.

DEFINITIONS:

Contractor - any individual or firm engaged by the Municipality to do work on behalf of the Municipality

Project - means a construction project, whether public or private, including:

- the construction of a building, bridge, structure, industrial establishment, mining plant, shaft tunnel, caisson, trench, excavation, highway, railway, street, runway, parking lot, cofferdam, conduit, sewer, watermain, service connection, telegraph, telephone or electrical cable, pipe line, duct or well, or any combination thereof;
- the moving of a building or structure; and
- any work or undertaking, or any lands or appurtenances used in connection with construction.

Construction - includes erection, alteration, repair, dismantling, demolition, structural maintenance, painting, land clearing, earth moving, grading, excavating, trenching, digging, boring, drilling, blasting, or concreting, the installation of any machinery or plant, and any work or undertaking in connection with a project.

Constructor - means a person who undertakes a project for an owner and includes an owner who undertakes all or part of a project himself or by more than one employer.

Project Manager - means the municipal management representative who has responsibility for a contract.

THE CORPORATION OF THE MUNICIPALITY OF CLARINGTON
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SCHEDULE (C) CONTRACTOR SAFETY (continued)
POLICY AND PROCEDURE:

PROCEDURE:

The following items are required before any Contractors are hired by the Municipality:

- a) Before beginning a project, the project manager or designate must determine whether any designated substances/hazardous materials are (or will be) present at the site and prepare a list of all these substances.
- b) The project manager or designate must include, as part of the request for Quotation, a copy of the above mentioned list. The list of designated substances/hazardous materials must be provided to all prospective constructors and/or contractors.
- c) The request for Quotation will require prospective contractors to include a list of the designated substances/hazardous materials that will be brought onto the work site and material safety data sheets.
- d) Before awarding a contract, the contractor(s) will be required to complete and sign the Health and Safety Practice Form (Schedule "A"). The Purchasing Office will maintain all contractors' safety performance records.
- e) As part of the Quotation conditions, before award of a contract, the contractor must provide details of their Health and Safety program.
- f) The project manager or designate, if necessary, will provide the successful contractor with a workplace orientation which will include, but not be limited to identifying known potential hazards, hazardous material inventory and material safety data sheets for the sites.
- g) Before the start of the assignment the following documentation will be provided to the successful contractor, by the project manager or delegate:
 - i) copies of the Municipal Corporate Health and Safety Program
 - ii) departmental health and safety policies
 - iii) workplace procedures regarding health and safety practices
- h) The contractor has the responsibility to provide any and all prescribed personal protective equipment for their own workers, to include as a minimum but not limited to hard hats and safety boots. If a worker(s) fails to comply with any program, policy, rule or request regarding health and safety, that person(s) is not allowed on the site until the person(s) complies.
- i) The Municipality will retain the right to document contractors for all health and safety warnings and/or to stop any contractors' work if any of the previously mentioned items are not in compliance. Similarly, the Municipality will have the right to issue warnings and/or to stop work if there are any violations by the contractor of the Occupational Health and Safety Act, Municipal Health and Safety programs, policies, rules, and/or if the contractor creates an unacceptable health and safety hazard. Written warnings and/or stop work orders can be given to contractors using Contractor Health and Safety Warning/Stop Work Order Form (Schedule "B").
- j) Where applicable, the Municipality will retain the right to allow municipal employees to refuse to work in accordance with the established policy and the Occupational Health and Safety Act, in any unsafe conditions.
- k) The Purchasing Department will maintain current certificates of clearance until all monies owing have been paid to the contractor.
- l) Responsibility for ensuring contractor compliance to this policy falls upon the project manager or designate. This will include identification, evaluation and control practices and procedures for hazards and follow-up and issuing of Contractor Health and Safety Warning/Stop Work Orders.

SCHEDULE (C) CONTRACTOR SAFETY (continued)
POLICY AND PROCEDURE:

Section "A"

HEALTH AND SAFETY PRACTICE FORM

To Contractor(s):

The Municipality of Clarington is committed to a healthy and safe working environment for all workers. To ensure the Municipal workplace is a healthy and safe working environment, contractors, constructors and subcontractors must have knowledge of and operate in compliance with the Occupational Health and Safety Act and any other legislation pertaining to employee health and safety.

In order to evaluate your company's health and safety experience, please provide the accident/incident and/or Workplace Safety Insurance Board (WSIB) information noted below, where applicable.

- The New Experimental Experience Rating (NEER)
 - The WSIB experience rating system for non-construction rate groups.

.....

- The Council Amended Draft #7 (CAD-7) Rating
 - The WSIB experience rating system for construction rate groups.

.....

- Injury frequency performance for the last two years
 - This may be available from the contractor's trade association.

.....

- Has the contractor received any Ministry of Labour warnings or orders in the last two years? (If the answer is yes, please include the infraction).

- Confirmation of Independent Operator Status
 - The WSIB independent operator number assigned: _____

(Bidders to include the letter confirming this status and number from WSIB with their bid submission).

**SCHEDULE (C) CONTRACTOR SAFETY (continued)
POLICY AND PROCEDURE:**

CONTRACTOR'S STATEMENT OF RESPONSIBILITY

As a contractor working for the Municipality of Clarington, I/we will comply with all procedures and requirements of the Occupational Health and Safety Act, Municipal safety policies, department and site specific policies and procedures and other applicable legislation or regulations. I/we will work safely with skill and care so as to prevent an accidental injury to ourselves, fellow employees and members of the public.

1. The contractor/successful /quotationer certifies that it, its employees, its subcontractors and their employees:
 - a) are aware of their respective duties and obligations under the Occupational Health and Safety Act, as amended from time to time, and all Regulations thereunder (the "Act"); and
 - b) have sufficient knowledge and training to perform all matters required pursuant to this contract/quotation safely and in compliance with the Act.
2. In the performance of all matters required pursuant to this contract/Quotation, the contractor/successful quotation shall:
 - a) act safely and comply in all respects to the Act, and
 - b) ensure that its employees, its subcontractors and their employees act safely and comply with all aspects with the Act.
3. The contractor/successful quotationer shall rectify any unsafe act or practice and any non-compliance with the Act at its expense immediately upon being notified by any person of the existence of such act, practice or non-compliance.
4. The contractor/successful quotationer shall permit representatives of the Municipality and the Health and Safety Committee on the site at any time or times for the purpose of inspection to determine compliance with this contract/quotation.
5. No act or omission by any representative of the Municipality shall be deemed to be an assumption of any of the duties or obligations of the contractor/successful quotationer or any of its subcontractors under the Act.
6. The contractor/successful quotationer shall indemnify and save harmless the Municipality:
 - a) from any loss, inconvenience, damage or cost to the Municipality which may result from the contractor/successful quotationer or any of its employees, its subcontractors or their employees failing to act safely or to comply in all respects with the Act in the performance of any matters required pursuant to this contract/quotation;
 - b) against any action or claim, and costs related thereto, brought against the Municipality by any person arising out of any unsafe act or practice or any non-compliance with the Act by the contractor/successful quotationer or any of its employees, its subcontractors or their employees in the performance of any matter required pursuant to this contract/quotation; and
 - c) from any and all charges, fines, penalties and costs that may be incurred or paid by the Municipality (or any of its council members or employees) shall be made a party to any charge under the Act in relation to any violation of the Act arising out of this contract/quotation.

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SCHEDULE (C) CONTRACTOR SAFETY (continued)
POLICY AND PROCEDURE:

CONTRACTOR ACCEPTANCE

Schedule "C" Contractor Safety – Policy Procedures, Health & Safety Practice, Pages 17 – 24 have been reviewed and accepted by the contractor.

Contractor

Name of Person Signing for Contractor

Signature of Contractor

Date

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**SCHEDULE (C) CONTRACTOR SAFETY (continued)
POLICY AND PROCEDURE:**

Section "B"

CONTRACTOR HEALTH AND SAFETY WARNING/STOP WORK ORDER

The purpose of this form is to: (Issuer to check one of the following)

- Provide warning to the contractor to immediately discontinue the unsafe work practices, if it affects our workplace, described below.
- Direct the contractor to immediately cease all work being performed under this contract due to the unsafe work practice described below.

FAILURE TO COMPLY WITH THIS WARNING/STOP WORK ORDER SHALL CONSTITUTE A BREACH OF CONTRACT.

PART "A" - DETAILS OF CONTRACT

CONTRACTOR/P.O. # _____
DESCRIPTION: _____ _____ _____
NAME OF FIRM: _____

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**SCHEDULE (C) CONTRACTOR SAFETY (continued)
POLICY AND PROCEDURE:**

PART "B" - DETAILS OF INFRACTION (TO BE COMPLETED BY ISSUER)

DATE AND TIME OF INFRACTION _____		
DESCRIPTION OF INFRACTION, INCLUDING LOCATION: _____ _____ _____ _____		
ORDER GIVEN BY MUNICIPALITY: _____ _____ _____ _____		
DID THE CONTRACTOR COMPLY WITH THIS ORDER? _____ _____		
DATE AND TIME OF COMPLIANCE: _____		
ISSUED TO:	_____	_____
	CONTRACTOR'S EMPLOYEE	TITLE
ISSUED BY:	_____	_____
	MUNICIPAL EMPLOYEE	DEPARTMENT TITLE

PART "C" - ADDITIONAL COMMENTS

THIS SECTION TO BE USED INTERNALLY TO RECORD ADDITIONAL COMMENTS SUBSEQUENT TO ISSUING THE WARNING/STOP WORK ORDER, I.E. DATE AND TIME WORK RESUMED, FURTHER ACTION TAKEN, ETC.

SCHEDULE (D) SPECIFICATIONS

1.0 SCOPE OF WORK

- 1.1 Bidders are to provide pricing for the necessary labour, materials and equipment required to complete the work required for this contract which includes the annual plus semi-annual inspections and service calls as required on the Municipality's generators.
- 1.2 The Contractor shall familiarize themselves with all locations of the generator sites prior to submitting their price.
- 1.3 The contractor shall provide a suitable log data sheet for each location. One (1) copy shall remain on site and duplicate copy shall be forwarded to Gord Weir, Director of Emergency & Fire Services.
- 1.4 All maintenance procedures must conform to CSA standard C282 "Emergency electrical power supply for buildings" and also the Ontario Fire Code Section 6.7 "Emergency Power Systems" as well as any new regulations which may be implemented during the course of the contract.
- 1.5 Tools: The successful contractor shall provide any special tools and gauges required for all maintenance.
- 1.6 Annual Test
 - 1.6.1 The emergency generator set shall be subjected to a 2 hour full-load test annually.
 - 1.6.2 The building load may serve as part or the entire test load if it is continuous, supplemented by load bank if required. Full-load shall equal the nameplate KW rating of the emergency generator set less the applicable derating factors for site conditions. Any unit power factors are acceptable for on-site testing.
 - 1.6.3 The full-load test may be initiated by any method that will start the engine and, immediately upon reaching rated speed, pick up the full load in one step.
 - 1.6.4 The data listed shall be recorded at first load acceptance and every 15 minutes thereafter until completion of the test period.
- 1.7 Records
 - 1.7.1 A permanent log of the maintenance work shall be maintained on site and a copy provided to the Emergency Services Department and shall include at minimum the following:
 - a) the date on which the work was done;
 - b) a note of parts replaced;
 - c) a note of any unsatisfactory condition discovered and the steps taken to correct it;
 - d) the name of the person who performed the work; and
 - e) a note verifying that switches or controls that were deactivated for safety during maintenance have been restored to their intended operating condition.
- 1.8 Safety
 - 1.8.1 If any maintenance procedure involves the risk of injury because of moving parts or energized electrical parts, steps shall be taken before the work is begun to deactivate all automatic and manual control devices for the parts with which contact will be made.
 - 1.8.2 Signs shall be installed on the equipment at the entrance to the enclosure, stating that the equipment is automatically controlled and may start at any time.
- 1.9 Response Time
 - 1.9.1 Response time for any emergency whether it is regular time or after hours must be within two (2) hours. The Municipality reserves the right to call another service provider in the event that the successful contractor fails to meet the required response time. Any additional costs and damages due to the failure of required response time will be billed to the contractor.
 - 1.9.2 In the event of a significant power outage the successful bidder must consider the Municipality of Clarington as a priority for Emergency response and must adhere to the requested response time.
 - 1.9.3 The successful contractor shall provide the Municipality with a list of emergency telephone numbers and staff responding to the emergency call outs.

THE CORPORATION OF THE MUNICIPALITY OF CLARINGTON
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SCHEDULE (D) SPECIFICATIONS (continued)

- 1.10 Service
 - 1.10.1 The Municipality of Clarington reserves the right to undertake repairs with its own in-house staff and to call for competitive bids on specific recommendations as it sees fit. The successful contract shall have no recourse to claim compensation in these instances.
 - 1.10.2 The successful contract agrees to provide emergency services on a twenty-four (24) hour, seven (7) days per week basis, and shall respond to emergency calls within two (2) hours of the request.
 - 1.10.3 The Municipality reserves the right to request copies of wholesale invoices to verify the appropriate percentage is being applied.

2.0 GENERATORS

Contractor must bid on all generators noted within this quotation document.

	Location of Unit	Generator
Part A	Fire Station #1 2430 Highway No. 2 West, Bowmanville, ON	20 KW /208V TNT Gen./Perkins 050D
Part B	Municipal Administrative Centre 40 Temperance St. Bowmanville	540 KW / 600V Genrep
Part C	Hampton Operations 2320 Taunton Road, Hampton, ON	55 KW /050D Spectrum/Perkins
Part D	Fire Station # 4 2611 Trulls Road, Courtice, ON	80 KW / Perkins 1104C-44TGIA
Part E	Portable Generator – Operations Centre 2320 Taunton Road, Hampton, ON	120 D SDMO/John Deere 4.5 L

3.0 STANDARD REQUIREMENTS

Semi-Annual Inspection

3.1 Consumables

- a) Inspect day tank fuel level. Minimum 2 h supply required
- b) Inspect lubricating oil level
- c) Inspect engine coolant level.
- d) Inspect heaters, lubricant, and/or coolant
- e) Inspect engine, generator, fuel tank(s), and cooling systems for evidence of leakage.
- f) Inspect for proper operation of fuel transfer pump (if applicable)

3.2 Electric Motor System:

- a) Examine starting system and starter(s) for cleanliness, mounting, and terminal security.
- b) Air starter –
 - i. Inspect Air tanks for pressure
 - ii. Inspect Valves for leakage
 - iii. Test auxiliary engine and compressor for proper operation
 - iv. Bleed off any condensation

- 3.3 Check Louvre settings and control panel settings (ensure that the unit is ready for start-up)
 - Check the engine room ventilation system for proper operation where applicable.

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SCHEDULE (D) SPECIFICATIONS (continued)

- 3.4 Batteries and charging equipment
 - a) Inspect all battery cells to ensure electrolyte level is correct.
 - b) Test all battery cells for correct electrolyte-specific gravity
 - c) Check electrical connections for tightness, leaks and Sulphation or corrosion.
 - d) Check cleanliness and dryness between terminal posts.
 - e) Check charger for electrical connections, cleanliness
 - f) Test charger for proper operation of both float and equalize modes.

- 3.5 Engine
 - a) Test lubricant and/or coolant heaters for proper operation.
 - b) Inspect governor control linkages and oil level (if applicable)
 - c) Inspect fuel pump oil sump (if applicable)
 - d) Inspect fan belts for correct tension and wear.

- 3.6 Control panel
 - a) Inspect control panel covers for security
 - b) Test annunciator lamps to confirm that they are operational.
 - c) Inspect control panel settings (ensure that the unit is ready for automatic start-up)
 - d) Test remote visual and audible trouble signals at the building fire alarm panel.

- 3.7 Inspect air control louver settings to ensure proper operation.

- 3.8 Test emergency lighting unit(s).

- 3.9 Test the entire system

- 3.10 Correct all defects found during the inspections and tests.
 - a) Simulate a failure of the normal electrical supply to the building
 - b) Operate the system under at least 30% of the rated load for 60 minutes
 - c) Operate all automatic transfer switches under load.
 - d) Inspect brush operation for sparking
 - e) Inspect bearing for leakage.
 - f) Inspect correct operation of all auxiliary equipment such as radiator shutter control, coolant pumps, fuel transfer pumps, oil coolers, and engine room ventilation controls.
 - g) Record readings of all instruments in the system logbook and verify that they are normal.
 - h) Drain exhaust system condensate trap.

- 3.11 Inspect and clean the engine crankcase breathers.

- 3.12 Inspect and clean all engine linkages.

- 3.13 Lubricate the engine governor.

- 3.14 Test protective devices for proper operation.

- 3.15 Correct all defects found during inspections and tests.

- 3.16 Enter all inspections, tests, and corrective actions in the system logbook

THE CORPORATION OF THE MUNICIPALITY OF CLARINGTON
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SCHEDULE (D) SPECIFICATIONS (continued)

4.0 ANNUAL INSPECTION

- 4.1 All items noted under Semi-Annual Inspection plus the following:
- 4.2 Prior to start-up, perform one full crank cycle. Near the end of the cycle (and while still cranking), measure and record the lowest indicated battery voltage. If the measure voltage is less than 80% of the battery's rated voltage, replace the battery. Alternatively, perform a battery load test using a suitable load tester.
- 4.3 Control panel
 - a. Isolate the panel, open all inspection covers and inspect all electrical connections.
 - b. Test breakers for proper operation
 - c. Clean insulators and bushings.
 - d. Test voltage regulator for proper operation
 - e. Operate all moving parts to ensure that they move freely
 - f. Clean and dress contacts as required.
 - g. Remove all dust
 - h. Check gauge calibration
 - i. Clean and lubricate linkages
 - j. Check voltage regulator operation.
- 4.4 Engine
 - a. Check and clean crankcase breathers.
 - b. Check and clean linkages
 - c. Lubricate governor
 - d. Check valve settings (3 years or 500 h, whichever is first)
 - e. Check torque head bolts and recheck valve settings.
 - f. Open access covers and check all bolts, nuts, and split pins for security.
 - g. Change fuel in fuel tank if such fuel is used.
 - h. Change engine lubrication oil and filters.
 - i. Test strength of antifreeze
 - j. Change fuel oil filters.
 - k. Inspect and clean exhaust system.
 - l. Inspect air filters.
 - m. Inspect all mechanical connections.
 - n. Inspect all electrical connections.
- 4.5 Generator
 - a. Test surge suppressor and rotating rectifier on brushless machines.
 - b. Grease bearings (replace old grease with new) (if applicable)
 - c. Clean commutator and slip rings (if applicable)
 - d. Clean rotor and stator windings using clean compressed air.
 - e. Inspect coupling bolts and alignment.
 - f. Inspect conduits for tightness.
 - g. Inspect windings at rotor and stator slots.
 - h. Inspect all electrical connections.
 - i. With the generator set operating at full load, conduct an infrared survey of all electrical connections to identify any high-resistance connections.

SCHEDULE (D) SPECIFICATIONS (continued)

- 4.6 Transfer switches:
- a. Isolate transfer switch, open all inspection covers, and inspect all electrical connections.
 - b. Operate all moving parts to ensure that they move freely.
 - c. Clean and dress contacts as required.
 - d. Remove all dust.
 - e. Clean and lubricate linkages.

4.7 Conduct a 2h full load test.

4.8 Correct all defects found during inspections and tests.

4.9 Enter all inspections, tests, and corrective actions in the system logbook.

4.10 Diesel fuel storage tank(s):

The fuel oil in any storage tank (and day tank, if used) shall be tested in accordance with Clause 11.5.5, and if the fuel oil fails the test, it shall be:

- (a) drained and refilled with fresh fuel in accordance with Article 6.7.1.5 of the *National Fire Code of Canada*;
or
- (b) full filtered to remove water, scale, bacteria, and oxidized gums/resins in order to minimize filter clogging and ensure diesel start-up (see Clause B.20 for commentary).

When the fuel is filtered, it shall be treated with suitable conditioner and stabilizer to minimize degradation while in storage.

Note: *The bottom(s) of the tank(s) shall be also tested chemically for water.*

5.0 QUALIFICATIONS

The Municipality is seeking bids from firms of recognized standing having at least three (3) years experience in this type of work and having the necessary equipment and skilled labour to carry out the work satisfactorily.

The contractors submitting bids on this project shall include a list of recent projects they have completed that are comparable in scope and size. This reference shall be stated in the space provided on the form of quotation.

6.0 PURCHASE ORDER

The purchase order number will be issued and must be referenced to at the time of a request for service.

The Municipality of Clarington reserves the right to periodically audit all contracts issued to verify complete compliance to this Quotation document. Suppliers must insure that all unit pricing, discounts and any applicable charges as stated in this Quotation are billed correctly throughout the contract term. If over charges are discovered, the supplier agrees to provide complete compensation and also provide proof that no other orders were billed incorrectly. The Municipality reserves the right to cancel contracts at any time if any billing errors are found during the audit process.

Service levels, adherence to safety procedures, operator and performance and condition of equipment provided by suppliers will be monitored on an ongoing basis by staff at the Municipality. If any of the above are deemed to be unsatisfactory, the Municipality may cancel the existing contract and remove the supplier from the quotation award.

THE CORPORATION OF THE MUNICIPALITY OF CLARINGTON
PURCHASING DIVISION
GENERATOR INSPECTIONS AND SERVICE

SCHEDULE (E) - QUOTATION FORM

PRICING SCHEDULE

Closing Time and Date (Local Time): **4:00:00 P.M. (local time), Wednesday, February 22, 2012**

Reference/Purchasing Manager: Jerry D. Barber. Date: February 1, 2012
Phone (905) 623-3379

Quotations are invited for the following goods/services and/or projects specified herein and associated documents, plans and specifications. Complete in full, all blanks where provided and return one copy and/or set in the envelope provided. Bid deposits and/or agreement to bond, if required, must accompany the Quotation submission under same cover and envelope. Bids must be received at the office of the Purchasing Manager, Corporation of the Municipality of Clarington, 40 Temperance Street, Bowmanville, Ontario L1C 3A6, by the closing date and time. Late bids will not be accepted. Any or all Quotations may be accepted in whole or in part and the lowest or any Quotation not necessarily accepted.

Quotations must comply and conform to all regulations, terms conditions and instructions specified in By-law #2006-127 of the Corporation of the Municipality of Clarington.

ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICES
Prices tendered shall be payable in Canadian Funds, F.O.B. destination, unless otherwise indicated. Harmonized Sales Tax, if applicable, shall be quoted as a separate item.			
I/We hereby agree to supply all necessary labour, materials, equipment, preparation and supervision to complete this contract, as per all terms, conditions and specifications setforth herein. I/We acknowledge receipt of Addenda numbered ____ to ____ issued during the bidding period.			
PART A	Fire Station #1 2430 Highway No. 2 West, Bowmanville, ON		
	Semi Annual Inspection	\$ _____	\$ _____
	Annual Inspection	\$ _____	\$ _____
PART B	Municipal Administrative Centre 40 Temperance St. Bowmanville		
	Semi Annual Inspection	\$ _____	\$ _____
	Annual Inspection	\$ _____	\$ _____
PART C	Hampton Operations 2320 Taunton Road, Hampton, ON		
	Semi Annual Inspection	\$ _____	\$ _____
	Annual Inspection	\$ _____	\$ _____
PART D	Fire Station #4 2611 Trulls Road, Courtice, ON		
	Semi Annual Inspection	\$ _____	\$ _____
	Annual Inspection	\$ _____	\$ _____
PART E	Portable Generator 2320 Taunton Road, Hampton, ON		
	Semi Annual Inspection	\$ _____	\$ _____
	Annual Inspection	\$ _____	\$ _____

THE CORPORATION OF THE MUNICIPALITY OF CLARINGTON
PURCHASING DIVISION
GENERATOR INSPECTIONS AND SERVICE

SCHEDULE (E) QUOTATION FORM – PRICING SCHEDULE (continued)

ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICES
Part F	Service/Emergency Call outs		
	7:30 a.m. to 4:30 p.m. Monday to Friday	\$ _____/hour	
	After hours (overtime rate)	\$ _____/hour	
	Saturday, Sunday, & Statutory Holidays	\$ _____/hour	
	Mileage Charge	\$ _____/km	
	Percentage Mark-up of Wholesale invoice on any/all material used on jobs.	_____ %	
	Total of Parts A, B, C & D	Subtotal	\$ _____
		GST	\$ _____
		TOTAL	\$ _____

Maximum Percentage increase:

For 2nd year renewal _____ %

For 3rd year renewal _____ %

IMPORTANT:

I/We the undersigned do herewith acknowledge receipt of addenda number _____ to _____ issued during the bidding period and have prepared the bid accordingly.

GUARANTEED DELIVERY OR COMPLETION

CASH DISCOUNT

DATE UPON RECEIPT OF OFFICIAL ORDER

AND TERMS

H.S.T. Registration Number:

Insurance Coverage Information:

Comprehensive General Liability: _____

Automobile Insurance Coverage: _____

Insurance Company: _____

Insurance Policy Number: _____

WSIB Number: _____

The undersigned, bidder agrees to supply and deliver all goods and/or services for price(s) bid, to the Corporation of the Municipality of Clarington conforming to all terms and conditions setforth herein. A successful bidder must conform to all terms & conditions setforth on the official purchase order subsequently issued upon award, unless otherwise indicated by the Corporation of the Municipality of Clarington.

FIRM NAME: (Bidder).	AUTHORIZED SIGNATURE:
ADDRESS & POSTAL CODE:	PRINT NAME AND TITLE:
TELEPHONE NUMBER:	DATE
FAX NUMBER:	

THE CORPORATION OF THE MUNICIPALITY OF CLARINGTON
PURCHASING DIVISION
GENERATOR INSPECTIONS AND SERVICE

SCHEDULE (F) INFORMATION SHEETS

NOTICE OF "NO BID"

CLOSING DATE: Wednesday, February 22, 2012

IMPORTANT - PLEASE READ THIS

It is important to the Municipality to receive a reply from all invited bidders. There is no obligation to submit a Quotation, however, should you choose not to bid, completion of this form will assist the Municipality in determining the type of goods or services you are interested in bidding on in the future.

INSTRUCTIONS

If you are unable, or do not wish to bid on this Quotation please complete the following portion of this form. State your reason for not bidding by checking yes or no in the applicable line or by explaining briefly in the space provided. It is not necessary to return any other Quotation documents. Just return this completed form in the enclosed Quotation envelope prior to the official closing time and date.

- | | Yes/No |
|---|--------|
| 1. We do not manufacture/supply this commodity | _____ |
| 2. We do not manufacture/supply to this specification | _____ |
| 3. Unable to quote competitively | _____ |
| 4. Cannot handle due to present plant loading | _____ |
| 5. Quantity/job too large | _____ |
| 6. Quantity/job too small | _____ |
| 7. Cannot meet delivery/completion requirements | _____ |
| 8. Agreements with distributors/dealers do not permit us to sell directly | _____ |
| 9. Licensing restrictions | _____ |

Other reasons or additional comments:

Do you wish to bid on these goods/services in the future? Yes/No

For Municipality Use Only
Do Not Write In This Space

Company
Name: _____

—

Address: _____

Telephone: _____

Position: _____

THE CORPORATION OF THE MUNICIPALITY OF CLARINGTON
PURCHASING DIVISION
GENERATOR INSPECTIONS AND SERVICE

SCHEDULE (F) INFORMATION SHEETS

REFERENCE FORM

Bidder's Company Name: _____

Bidders are to complete this Reference Form and attach same to their bid submission. Any quotation received that does not include the Reference Form may be considered as "informal" and may be rejected by the Municipality.

Please state the name of the company, address, phone number and contact person where similar work, service or delivery of products or materials have been performed within the past five (5) years. The Municipality of Clarington reserves the right to contact any or all of a Company's references.

Reference #1	
Company	
Address (Street and #)	
City, Province, Postal Code	
Contact Person	
Phone #	
Description of Contract/Project	
Date of Completion of Contract/Project	
Value of Contract/Project	
Reference #2	
Company	
Address (Street and #)	
City, Province, Postal Code	
Contact Person	
Phone #	
Description of Contract/Project	
Date of Completion of Contract/Project	
Value of Contract/Project	
Reference #3	
Company	
Address (Street and #)	
City, Province, Postal Code	
Contact Person	
Phone #	
Description of Contract/Project	
Date of Completion of Contract/Project	
Value of Contract/Project	

THE CORPORATION OF THE MUNICIPALITY OF CLARINGTON
PURCHASING DIVISION
GENERATOR INSPECTIONS AND SERVICE

SCHEDULE (G) - QUESTIONS FOR CLARIFICATION

FAX COVER PAGE

**Q2012-1
GENERATOR INSPECTIONS AND SERVICE**

TO: Sandra McKee, Senior Buyer
The Municipality Of Clarington
Purchasing Office
40 Temperance Street
Bowmanville, Ontario L1C 3A6

DATE: _____

TIME: _____

FAX NUMBER: (905) 623-3330

FROM: Company Name: _____

Contact Name: _____

Telephone: _____ Fax: _____

Reference to section _____ on Page Number _____ of this Quotation

Question: _____

Total Number of Pages including cover _____.

SCHEDULE (H) ADDRESS LABEL

**PLEASE FIRMLY AFFIX THIS ADDRESS LABEL TO THE ENVELOPE
CONTAINING YOUR SUBMISSION FOR SUBMITTING BY MAIL OR COURIER.**

-----cut here-----

QUOTATION ENVELOPE

RETURN NAME:

NAME.....

ADDRESS.....

.....

TELEPHONE.....

**CORPORATION OF THE MUNICIPALITY OF CLARINGTON
PURCHASING OFFICE
40 TEMPERANCE ST.
BOWMANVILLE, ONTARIO
L1C 3A6**

QUOTATION NUMBER: Q2012-1

SPECIFICATION: GENERATOR INSPECTION AND SERVICE

CLOSING TIME & DATE: 4:00:00 p.m. **WEDNESDAY, FEBRUARY 22, 2012**

SEALED BID

-----cut here-----

Note:

Should you decide to use your own return envelope in lieu of the envelope provided, the label above must be affixed to the front of your envelope. ALL of the information shown on the above label must be complete.

The Municipality of Clarington cannot be held responsible for documents submitted in envelopes that are not labelled in accordance with the above instructions. If you have any questions, feel free to contact Purchasing at 905-623-3379.