



**REQUEST FOR TENDER  
PW2022-11**

The Town of Minto is requesting Tenders for

**Supply and Installation of Generators at Various Locations**

Tenders should be received by 11:00am on Friday October 28, 2022  
in a sealed package marked

**PW2022-11 GENERATORS**

Delivered to:  
Todd Rogers, Public Works Department  
5941 Highway #89  
Harriston, Ontario N0G 1Z0

There will be a public opening for this Request for Tender. Any award is subject to approval of the Town of Minto Council.

Should a contract result from this Tender the name(s) of the successful Proponent(s) will be available to anyone upon request. The staff report to Council, if applicable, may bear the name of the bidders for the project and their respective bid amount. Submissions by bidders become records of the municipality and subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*.

The Town of Minto may at its sole discretion award all parts of the scope of work to one proponent or separate the work and award it to more than one proponent.

This document consists of a Title Page (page 1), Form of Tender (page 2), Bid Document (page 6), and Bid Submission (Page 10). Bidders must review all four sections and confirm by initialing all pages that they have read and understand the contents. Please make sure all relevant forms and documents are signed and completed to ensure your bid is complete.

**Form of Tender**

**a) Definitions**

The following definitions shall apply throughout the Tender:

- “Agreement” refers to the agreement between the Town of Minto and a bidder.
- “Award” refers to the selection by the Town of Minto of a successful Tender for the provision of the goods, services and/or supplies under this process.
- “Bidder” refers to any person or corporation participating in this Tender.
- “Town” refers to Corporation of the Town of Minto.

**b) Qualifications**

The bidder has carefully examined the provisions, plans, specifications and conditions attached to this Tender and has carefully examined the site and/or locations of the goods, services and supplies to be provided, where applicable, and the bidder understands and accepts the said provisions, plans, specifications and conditions, and for the prices set forth in this Tender, hereby offers to furnish all expertise, equipment, machinery, tools, apparatus, personnel, and other means of construction or production, needed to furnish all the goods, services and/or supplies, except as otherwise specified in the contract, and to complete the work in strict accordance with the provisions, plans, specifications and conditions attached to this Tender.

**c) Instructions**

All pages of this document shall be returned with the Tender submission, and all pages of this document shall be initialed and completed in full by the bidder in the space provided, and included in a sealed envelope, or in the envelope supplied if applicable.

**d) Warranty**

I/We the Bidder (s) hereby certify that I/we will provide the goods, services and/or supplies as outlined in this Tender, and to diligently perform in accordance with the terms of this bid, upon award by the Town, without undue delay.

(Name of Firm or Individual – Bidder): \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

I have authority to bind the company.

\_\_\_\_\_  
(Name of Signatory)

\_\_\_\_\_  
(Signature)

**e) Process for Receipt and Opening of Tender**

- i. The form of Tender and other documents that make up the bid shall be placed in a sealed envelope, along with any bid deposit or security outlined in the Tender and delivered to the Town office where the sealed envelope will be date stamped and a list compiled of sealed bids received for the provision of goods, services and/or supplies.
- ii. On the Closing Date sealed bids received and marked will be opened and the names of the bidders will be recorded by the Opening Committee at the Town of Minto Municipal Office. In some cases, the gross bid amount may be read, except however such amount shall not be the final bid amount until such time as the bids have been reviewed and checked for accuracy and confirmed by the Town, at its sole discretion, as accurate.
- iii. The Opening Committee will consist of the Department Head responsible for the area of work requiring the goods, services and/or supplies, and staff from the Finance Department and Clerk's Division, or designates. Unless specified otherwise, opening of the Tender shall be public so that bidders recorded at the Town office may observe the opening. Following public opening, bids will be assessed to determine adherence to the terms of this document prior to a recommendation to Council for award.
- iv. Unless specified otherwise the Town will not accept a response to this Tender by facsimile or other electronic means.
- v. All bids must be clear and readable. Erasures, overwriting or strikeouts shall be initialed by the person signing the bid.
- vi. Late bids will be returned unopened.

**f) Privilege Clause**

The Town reserves the right, in its sole discretion, to reject any or all bids, and the lowest or highest bid will not necessarily be accepted. Without limiting the generality of the statement immediately above, the Town shall not be required to award or accept a bid, or may recall the Tender at a later date:

- i. When only one bid has been received;
- ii. Where the lowest responsive and responsible bidder substantially exceeds the estimated cost of the goods, services and/or supplies;
- iii. When all bids received fail to comply with the specifications of the RFT terms and conditions;
- iv. Where a change in the scope of work or specifications is required.

Further the Town reserves the right to accept any portion of a bid. Award of the successful bid shall be subject to approval by the Council of the Town of Minto.

**g) Communications**

Any communications regarding this Tender must be addressed to the Primary Town Contact listed on the Title Page of this document.

**h) Withdrawal or Revisions of Bid**

A bidder may withdraw or revise all or part of a bid at any time up to the Closing Date and Closing Time by submitting a letter requesting removal of the previously submitted bid to

the Department Head responsible for the Tender who will exchange the original sealed bid with the replacement sealed bid which will be marked and identified in accordance with part e) above. Requests made by telephone or fax will not be considered. The previously submitted bid will be returned unopened to the bidder.

**i) Alterations or Variations**

No alterations or variations of the Tender shall be valid or binding upon the Town of Minto unless authorized in writing or other means specified in the bid documents.

**j) Accuracy of Bid Document and Related Material**

The Town has provided herein specific technical, background and other information as accurately as possible, but assumes no responsibility for the completeness of the information presented in this document, or otherwise distributed or made available formally or informally during this procurement process. Without limiting the generality of the foregoing, the Town will not be bound by, or be responsible for, any explanation or interpretation of the bid documents other than those prepared in writing. In no event shall bidders rely on any oral statement by the Town or its agent, advisors, or consultants. All the information contained in this document, or from a separate written request or transmission from the Town is subject to the provisions of this section.

**k) Oral Explanation of Interpretation**

No oral explanation or interpretation by the Town shall modify any of the requirements or provisions of the bid document.

**l) Due Diligence**

Bidders are solely responsible for conducting their own independent research, due diligence, and any other work or investigations, and for seeking any other advice necessary for the preparation of their submission. It is the bidder's responsibility to clarify with the Town any questions with respect to the bid documents in accordance with the procedure set out in herein before submitting a bid.

**m) Addendum**

By the issuance of a cancellation or addendum, the Town may cancel the Tender, revise, delete, add to, or substitute any part of the bid document, extend the Closing Date; or provide an explanation or interpretation.

**n) Tender Costs**

The Town is not responsible for any costs incurred by a bidder to prepare and submit a bid.

**o) Claims or Litigation**

The Town shall reject all bids submitted by a bidder if that bidder (or a related person, as determined by Council) is engaged in a legal action (including arbitration) with the Town unless Council waives this provision, in its sole and absolute discretion.

**p) Freedom of Information**

The information collected will be used solely for the purpose stated herein. Submissions by bidders become records of the municipality and subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

**q) Non-Lobby**

If any employee, agent or other representative of any bidder makes any representation or solicitation to any elected representative of the Town, committee or staff member or any other officer, employee or agent of the Town, the media, or consultants to the Town, with the exception of the contact listed under any communications above, whether before or after the submission of the bid, the Town will be entitled to reject the bid. The requirement does not extend to any public deputation that may be made to Council or any Town committee.

**r) Town of Minto Purchasing or Procurement By-Law**

This Tender is subject to the Town of Minto's Procurement By-Law in affect at the time of the call for goods, services and/or supplies.

## **Bid Document**

### **1. Background**

The Town of Minto owns and operates four (4) water distributions systems including systems in Clifford, Harriston, Palmerston, and Minto Pines. We are looking to provide back up power to each of our 3 water towers we own and operate.

### **2. Submissions**

Tenders submitted in envelopes clearly marked as to contents, will be received at the Town of Minto Administration Office:

5941 Highway 89

Harriston, ON NOG 1Z0, until 11:00am, local time on: Friday October 28, 2022

### **3. Scope of Work**

The Town of Minto is seeking Tenders from professionals to supply, deliver and install three (3) natural gas generators with one located at the Clifford Water Tower, one located at the Harriston Water Tower, and one at the Palmerston Water Tower.

For details, please refer to Schedule “B” – Detailed Scope of Work

### **4. Freedom of Information and Protection of Privacy**

Submissions by bidders become records of the municipality and subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*.

### **5. Qualifications**

No bidder shall submit under this Tender unless they have the skills, ability and qualifications to provide the goods, services and/or supplies in accordance with applicable federal or provincial law, and shall demonstrate such skills, abilities or qualifications explicitly in the Tender if required to do so in the bid documents, or prior to the award if requested to do so by Town representatives at their sole discretion.

### **6. Completion Date**

Time is of the essence in this agreement. Once the work has commenced, the contractor shall ensure that the work progresses to completion without delays.

### **7. Agreement**

Prior to proceeding with the work required by this Tender, the successful firm or firms shall be required to enter into an agreement with the Town to stipulate mutually agreeable terms for completing required work.

### **8. Evaluation**

Bids submitted for goods, services and/or supplies under this Tender shall be reviewed using the following general criteria:

- a) The Town is satisfied that such purchase represents “best value” to the Town considering requirements of its purchasing By-law and applicable policies.
- b) Bidders or suppliers have the capacity, skill, ability, past performance, accessibility, quality, service, availability, affordability, reliability, best

practices, environmental benefit, proximity and similar as the case may be to supply such goods, services and/or supplies.

**9. Applicable Law**

This Tender and any award that may develop as a result call shall be governed by and construed in accordance with the laws of the Province of Ontario.

**10. No Town Obligation to Award**

Publication of this Tender and the resultant receipt of any submission do not imply a reciprocal obligation on the part of the Town to award a contract to provide goods, services and/or supplies to any bidder. The Town may at its sole discretion award the Tender or split the award where such actions would be in the best interest of the municipality keeping in mind the criteria in outlined in Part 8 Evaluation.

The Town of Minto reserves the right to cancel this Tender for any reason without any liability to any proponent, or to waive irregularities at their own discretion. Tenders shall be irrevocable until the Town of Minto awards a contract, or cancels this Tender, whichever occurs first.

The Town of Minto reserves the right to reject any or all Tenders, to negotiate with any firm submitting a Tender and to accept the Tender deemed most favourable in the interests of the Town of Minto.

The lowest or any Tender may not necessarily be accepted. The Town of Minto or its agents do not accept any responsibility for costs or expenses incurred by the bidder in preparation of the Tender.

**11. WSIB / Insurance**

In response to any requirement in any Tender, or upon request, bidders shall provide to the Town proof of WSIB certificate of clearance, and a copy of their insurance policy prior to the award of the Tender.

**12. Insurance**

Prior to any award of any Tender, or upon request, bidders shall, at their expense provide certificate(s) of insurance satisfactory to the Town of Minto, as set forth below. In the event that the certificate(s) of insurance is/are not satisfactory, the Town of Minto may require the successful bidder to provide a certified copy of the policy. The certificate(s) in the amounts listed below are to be provided:

- a) \$5 million – commercial general liability. Such policy shall contain:
  - i. “Cross Liability” clause or endorsement
  - ii. An endorsement certifying the Town of Minto is added as an additional insured.
  - iii. An endorsement to the effect that the policy or policies will not be altered, cancelled or allowed to lapse without 30 days prior written notice to the Town of Minto.

**13. Health and Safety**

The Town of Minto is serious in its application of Health and Safety protocols. Bidders are expected to adhere to all legislated and regulated health and safety regulations. Failure to adhere to these practices may result in termination of any contract without financial penalty to the Town. Bidders shall provide to the Town a copy of their Health and Safety policy upon request, or a written statement that they have a Workplace Health and Safety policy in effect.

**14. Environment and Energy Efficiency**

When procuring goods, services and/or supplies, the Town of Minto supports methods that protect the environment and use energy in an efficient and affordable manner. The Town supports innovation and initiative that promotes energy efficiency and improving the quality of the natural environment keeping in mind issues of affordability, maintenance and operating costs.

**15. Payment**

The Town of Minto agrees to pay for such goods, services and/or supplies provided for in this bid, once awarded, in accordance with the terms of this bid document and/or the agreement signed upon approval by Town of Minto Council

**16. Indemnity**

The successful bidder shall indemnify and hold the Town 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.

**17. Errors and Omissions**

The Town shall not be held liable for any errors or omissions in any part of this Bid request. The Town has made every effort to ensure information contained herein is accurate, but information in the Tender is intended to provide guidance to potential bidders. Information provided is not necessarily comprehensive or exhaustive and nothing in this bid is intended to relieve bidders from conducting their own research, forming their own opinions and conclusions respecting the matters contained in this Tender. The Town is not responsible for any costs incurred by any bidder in considering or responding to this Tender.

**18. Approval**

Tenders submitted shall be irrevocable on Friday October 28, 2022, at 11:00am. All bidders shall honour terms contained herein for a period of 90 days. Award of any of the work outlined in this Tender is subject to approval by Council the Town of Minto including any agreement negotiated with the successful firm or firms.

**19. Disqualification of Proponents**

The Town at its sole discretion may exclude a proponent from eligibility or may summarily reject a Tender where one of the following circumstances has occurred:



- a) The Proponent has been, or is involved in litigation with the Town, its elected officials, officers or employees
- b) The Proponent and or representative firm has failed to pay an amount due to the Town
- c) There is documented evidence of poor performance, non-performance or default by the Proponent respecting any contact with the Town
- d) The Proponent or its personnel has demonstrated abusive behavior or threatening conduct toward Town staff, their agents or representatives
- e) The Proponent has been convicted of a criminal offense for fraud, theft or similar
- f) The Proponent has been convicted of an offense pursuant to the Occupational Health and Safety Act as amended where the circumstances in that conviction demonstrate a disregard for the health and safety of its workers or the general public.

Proponent in this section includes any partner, principal, director or officer of the firm as well as any other legal entity associated with the bidder or the firm.

**20. Site Visit**

Each bidder, before submitting any Tender for the work, may visit the assigned sites and examine the surroundings in order to become familiar with the existing conditions under which the work shall be done and to include in the Tender for all conditions relevant to the proper execution of the work.

A visit can be booked by contacting our Water Manager Todd Rogers at [todd@town.minto.on.ca](mailto:todd@town.minto.on.ca).

**21. Council Approval**

The awarding of a contract is subject to approval by the Town of Minto Council to the successful Proponent. Minto reserves the right to cancel this Tender should Council approval not be received.

**22. Inquires**

For further information regarding this Tender contact:  
Todd Rogers, Water Services Manager  
[todd@town.minto.on.ca](mailto:todd@town.minto.on.ca)

**Schedule "A" – Price Summary**

This Tender is to provide all labour, materials, and equipment for the supply and installation of three (3) natural gas generators and automatic transfer switches as specified in Schedule "B" – Detailed Scope of Work and Schedule "C" – Generator Specifications

The Town of Minto may at its sole discretion award all parts of the scope of work to one proponent or separate the work and award it to more than one proponent.

I/We, the undersigned, declare that we have carefully examined the General Instructions and the Scope of Work. We declare that if this bid is accepted within 30 days of the date of the tender, we will execute a contract to provide all the material and perform all the work described in those documents within the project completion schedule for the sum of:

<b>Location</b>	<b>Total Price (excluding HST)</b>
Clifford Water Tower	
Harriston Water Tower	
Palmerston Water Tower	
<b>Sub-Total</b>	
HST	
<b>Total</b>	

\_\_\_\_\_ (\$ \_\_\_\_\_) Canadian Dollars,  
including all applicable taxes and charges, excluding HST.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

## Schedule "B" – Detailed Scope of Work

The objective of this project is to secure a Contractor to supply, deliver and install three (3) natural gas generators, one located at the Clifford Water Tower, one located at the Harriston Water Tower, and one at the Palmerston Water Tower.

1. Install conduit from Cement Pad to Tower  
The Contractor will be responsible for roughing-in all associated wiring and conduit required for the installation of each new generator with sound reducing enclosure, as determined by the Contractor and the Town of Minto following review on site.
2. Supply and install generator cage for each generator system  
The Contractor will supply and install a compatible generator cage to protect from unauthorized access, vandalism and theft as determined by the Contractor and the Town of Minto following site review.
3. Installation of Automatic Transfer Switch  
Based on the generator specifications, the Contractor will supply and install a compatible automatic transfer switch. The transfer switch will be installed in a suitable location, as determined by the Contractor and the Town of Minto.
4. Delivery and Installation of new generator system  
The Contractor will work with the generator supplier to schedule the delivery of the generator. Once the generator is delivered, the Contractor will be responsible for securing the generator to the pad as per the supplier's specifications and completing all the wiring and terminations required for the installation of the generator. The generator system specifications can be found in Schedule "C" - Generator Specifications.

The Contractor will be responsible for obtaining all permits required to complete any electrical work.

5. Commissioning and Testing  
The Contractor will coordinate with the Town of Minto and the generator supplier to complete all required testing and commissioning.

The Contractor will be responsible for demonstrating and training Town of Minto staff.

6. Documentation and Submittals  
The Contractor will provide copies of all documentation for each generator system including shop drawings, as-built drawings, permits, any other relevant documents that were part of the project. The Contractor will also provide operations and maintenance manuals for the supplied equipment.

### Schedule “C” – Generator Specifications

The following are the generator specifications for each location:

#### Clifford Water Tower

- Natural Gas 48Kw 600-volt generator

#### Harriston Water Tower

- Natural Gas 17Kw 120/240-volt Generator

#### Palmerston Water Tower

- Natural Gas 17Kw 120/240-volt Generator

### Schedule “D” – Rated Criteria

The following sets out the categories, weightings, and descriptions of the rated criteria of the RFT.

<b>Rated Criteria Category</b>	<b>Weighting (Points)</b>
1) Experience and Capabilities	10
2) Generator Specifications	30
3) Warranty and Servicing	5
4) Work Plan	20
5) Price	35
<b>Total Points</b>	<b>100</b>

Please address each of the following items in your Tender in the order presented.

#### 1. Experience and Capabilities

Qualifications - Proponents should provide evidence of previous successful performance in comparable work. Proponents should have a minimum of five years' experience or Certification from an accredited school with a minimum of 2 years' experience.

Proponents should provide complete information on experience of key personnel to be involved in the work and references from work on similar projects.

References - Proponents need to provide a minimum of 3 references (i.e. names and contact information) of individuals who can verify the quality of work provided specific to the relevant experience of the Proponent and of any subcontractors named in the Tender. References from the Proponent's own organization or from named subcontractors are not acceptable. The Town of Minot reserves the right to seek additional references independent of those supplied by the Proponent, including internal references in relation to the Proponent's and any subcontractor's performance under any past or current contracts with the Town of Minto or other verifications as are deemed necessary by it to verify the information contained in the Tender and to confirm the suitability of the Proponent.

2. Generator Specifications

Proponents need to provide information regarding the generator specifications and if it meets or if an alternative specification is being proposed.

3. Warranty and Servicing

Proponents need to provide information related to the Warranty and servicing for the generators that they are proposing. Proponents should address details about generator servicing that they offer which should include location and details about the services that the Proponent can provide.

4. Work Plan

The Tender shall contain a work schedule showing the major activities or tasks, order and interdependence of the various milestones, sub-tasks and deliverable for each of the required tasks.

The Proponent should plan their work to conform to an improved schedule. The Town of Minto will provide information and responses to Proponent in a timely manner so as not to impact the schedule.

5. Price

Proponents should refer to Schedule "A" – Price Summary for details



**Request for Tender**

**PW2022-11  
Generators**

**The Town of Minto is requesting Tenders for  
the Supply and Installation of Generators at Various Locations**

Tenders should be received by 11:00am on Friday October 28, 2022

All Tenders are to be submitted in a sealed envelope marked

“PW2022-11 - Generators”

Delivered to:

Attention: Todd Rogers  
5941 Highway #89  
Harriston, Ontario  
NOG 1Z0

Bidder Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email Address: \_\_\_\_\_

**Town use Only**

Date and Time Received: \_\_\_\_\_