



**London
Hydro**

TENDER

FOR

**SUPPLY OF ELECTRICAL Labour and Material
TO REPAIR and or REPLACE ELECTRIC METERBASES**

**Tender No. T2010-N-3
February 2010**

LONDON HYDRO
TENDER

**SUPPLY OF ELECTRICAL MATERIAL AND LABOUR
TO REPAIR / REPLACE ELECTRIC METERBASE'S IN THE CITY OF LONDON**

GENERAL DESCRIPTION OF WORK

The purpose of this Tender is to obtain contractors to provide parts and service for the repair and or replacement of electric meter bases at London Hydro's customer locations, as part of London Hydro's Smart Meter Deployment project.

It is the general intent of this contract, that the contractor will receive phone / email requests from London Hydro's Operations departments and or our smart meter deployment contractor, Honeywell, on an as required basis. The contractor shall supply parts & services in compliance with all Electric Safety Authorities (ESA) and London Hydro (LH) policies related to the repair or replacement of electric meter bases (EMB) and associated equipment at the customer location.

Meter base failure volumes will not be evenly distributed geographically or throughout the installation time period. As Honeywell's meter installers move through newer areas of the city there may be periods of low activity. As the meter installer moves through older areas there may be multiple concurrent problems in different areas of the City.

Due to the nature and uncertainty as described above there is no guarantee of an amount of sales and service work. London Hydro at its discretion may utilize the services of additional contractors to accommodate workloads and or speciality cases.

INTENT

- The intent of this Tender is to establish a competent, qualified ACP (Authorized Contractor Program) electrical contractor who will be called upon on short notice to respond to emergency and planned repairs of EMB.
- London Hydro requires the contractor to work to all London Hydro requirements in accordance with Health & Safety, Environment, Electrical Standards and Safe Work Procedures.

TECHNICAL REQUIREMENTS

- 1) Contractor shall provide all tools, equipment and service vehicles, at their cost so as to provide the required service and repair.
- 2) Contractor is responsible to coordinate all ESA permits and related ESA requirements related to each repair task.
- 3) London Hydro requires all service work to be completed and or supervised by licensed, journeyman electrician as required.

- 4) All wastes must be disposed of in an environmentally friendly manner in accordance with current regulations.
- 5) Contractor shall have demonstrated ability to install all types of services at the various service sizes (voltage and amps) offered to customers of London Hydro. These include residential, multi-gang residential, commercial, and meter load centers. The vast majority of meter base trouble calls will be residential.
- 6) The volume of work is very difficult to predict and as such London Hydro makes no commitments, and based on the experience of other utilities in Ontario it is possible that volumes could exceed 500 services and be as high as a 1000 services to be repaired or replaced between March 2010 and December 2010. It is expected that the majority of trouble calls will be repair type work. Replacements will require verification and authorization by London Hydro
- 7) Subcontractors. Repairs may require the help of a subcontractor/tradesperson for issues such as masonry, aluminum siding, carpentry etc. It will be the Electrical Contractor's responsibility to provide all associated work and to oversee sub-contractors as required. London Hydro will ask for a list of possible subcontractors and will need to approve all subcontractors in advance. Sub-contractor repair work will require verification and authorization by London Hydro.
- 8) When safe to do so, it is recommended that the Meterbase be repaired rather than replaced. The contractor is responsible to source replacement meter base parts as required.
- 9) London Hydro has a limited supply of used meters base parts that will be available when any "Like for Like" meter base repairs. These parts will be provided to the contractor to aid in the safe repair of meters base's while supplies last.
- 10) For all underground residential fed electrical services where the meter base must be replaced rather than repaired, a 200 amp "jumbo" meter base must be installed.
- 11) Depending on pricing, work load volumes, and contractor availability, London Hydro reserves the right to assign the work to additional contractors, the goal of which is to complete work in a safe and timely fashion so as to minimize customer inconveniences.

GENERAL REQUIREMENTS

The Contractor's submission must include a company profile describing the number of years the company has been in business, the number of employees on staff and any applicable training or experience these employees have. A list of customer references of similar sized customers must also be included in the submission.

All work must be performed in accordance with the Occupational Health and Safety Act, MOE, Electrical Code, C. of L. and London Hydro's requirements.

The award of this contract will be based on the following:

- Company profile
- Competitive bidding on labour
- Guaranteed Response time to emergency power restoration of customer
- ESA Authorized Service Contractor Program (ACP) Residential and Commercial/Industrial (Contractor is required to include proof of certification)

The Contractors ability to respond to emergency calls is critical. **A maximum response time of one hour is required for all emergency call-outs.** Response time is implied to be the time of repairs being initiated.

These call-outs may occur on any day of the week at any hour of the day. It is expected that the majority of these calls will be Mon.-Sat. 7 AM – 7 PM.

Insurance

The successful Contractor shall, at its own expense, obtain and maintain until the termination of the contract and shall provide London Hydro Inc. (London Hydro) with evidence of:

- (a) **Commercial General Liability** insurance on an occurrence basis for an amount not less than Two Million (\$2,000,000.) dollars and shall include London Hydro Inc. and the Corporation of the City of London as an additional insured with respect to the Contractor's operations, acts and omissions relating to its obligations under this Agreement. Such policy to include, personal injury, property damage, broad form property damage, contractual liability, non-owned automobile liability, owner's and contractor's protective coverage, products - completed operations, contingent employers liability, cross liability and severability of interest clauses;
- (b) **Automobile** liability insurance for an amount not less than Two Million (\$2,000,000.) dollars covering all vehicles used in any manner in connection with the performance of the terms of this Agreement.

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

- (c) The successful Contractor shall not commence work until such time as any required bond and sureties deposits have been approved by London Hydro **and** London Hydro's Certificate of Insurance form has been filed and approved by London Hydro. No other document will be accepted. Failure to obtain and maintain such insurance shall be a breach of contract.
- (d) The successful Contractor shall indemnify and hold London Hydro harmless from and against all liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence or acts or

omissions whether willful or otherwise by the Contractor, its agents, officers, employees or other persons for whom the Contractor is legally responsible.

Workers' Compensation

The successful Contractor will promptly make all returns and pay all assessments required or levied by the Workplace Safety and Insurance Board in respect of the said work and persons employed on or in connection therewith and shall furnish to London Hydro a certificate of clearance from the Workplace Safety and Insurance Board prior to commencing work and shall maintain that good standing throughout the contract period.

London Hydro reserves the right to reject any and all bid(s), the right to accept other than the lowest bidder, and also the right to not accept any bid.

London Hydro reserves the right to cancel this Tender, at any time without penalty or cost.

This contract is for a period from March 2010 to December 2010.

London Hydro reserves the right to terminate the contract at any time.

All bids must be received by:

**London Hydro
Executive Office, 3rd Floor
London Hydro
111 Horton Street
London, Ontario
N6B 3N9
Attention: Marilyn McVeigh**

No later than Thursday, February 25th, 2010 at 3:00 p.m. local time

Please reference 'Tender Number T2010-N-3 on the envelope containing your submission.

DELIVERY IS THE SOLE RESPONSIBILITY OF THE RESPONDENT. TENDERS MUST BE RECEIVED BY THE CLOSING TIME AT THE EXECUTIVE OFFICE NOTED ABOVE TO BE CONSIDERED FOR EVALUATION. UPON REQUEST, LONDON HYDRO WILL PROVIDE A RECEIPT TO BIDDERS AT THE TIME OF SUBMISSION. TENDERS RECEIVED AFTER THE CLOSING TIME WILL BE REJECTED AND RETURNED TO THE BIDDER UNOPENED.

A contractor who has already submitted a Tender may submit a further Tender at any time up to the official closing time. The last Tender received shall supersede and invalidate all Tenders previously submitted by that contractor as it applies to this request for Tender.

PERFORMANCE

London Hydro has the right to immediately cancel the Contract before the expiration of term and select a different bidder if there is non-compliance with any laws, rules or regulations of Ontario, or any of the terms outlined in this Tender.

If the quality of product or service is unsatisfactory or the Contractor fails to comply with London Hydro's requirements, London Hydro shall notify the Contractor in writing (e-mail accepted) of the problem and the Contractor shall respond and correct the problem within twenty-four (24) hours or provide a plan to rectify the problem. The terms of the plan must be agreed upon by London Hydro to constitute its acceptance. Failure to comply with the above may result in termination of the Contract.

TENDER RESPONSE

Any variation(s) from the information contained in this Tender must be noted on this document. Tenders may include attachments to expand on your service or product.

The person signing this application shall initial erasures, overwriting or strikeouts.

Failure to provide response to all the information asked for may cause the response to be declared "incomplete". Incomplete responses, unless they are to the advantage of London Hydro, will be disqualified.

London Hydro reserves the right to contact bidders for submission clarification purposes during the evaluation process.

Your signature of authorization and acceptance of this document is placed herein. This implies you have read, fully understood and agree to abide by all information contained within this document.

This Tender and the resulting submissions should not be considered a commitment by London Hydro to enter into any contract. As stated elsewhere in this Tender, London Hydro reserves the right to reject any and all submissions.

It is recognized that the acceptance or awarding of a bid for the benefit of London Hydro may require authorization by the London Hydro Board of Directors, which has the sole discretion of accepting or rejecting any bid for London Hydro's benefit.

London Hydro will not be responsible for any cost, expense, liability, loss or damage incurred or suffered by a Bidder because of acceptance or rejection of any Tender, delay in acceptance of a Tender, or non-award of contract.

Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)
- PERSONAL INFORMATION PROTECTION

While performing its services for London Hydro, the Contractor may come into contact with personal information regarding London Hydro's customers, employees or other parties. Such personal information is subject to the requirements of privacy legislation and London Hydro's privacy policy.

The Contractor may not use or disclose such personal information in any way except pursuant to London Hydro's instructions or to the extent necessary to perform its services for London Hydro. The Contractor must use security measures adequate to the sensitivity of the personal information to prevent the unauthorized use and disclosure of personal information both to and by third parties and to and by the employees of the Contractor who have no need to view personal information for the performance of the Contractor's services for London Hydro.

The Contractor must promptly notify London Hydro of any requests for disclosure of personal information by any party and of any accidental or unauthorized access to such information. If the Contractor subcontracts any part of its obligations hereunder it must obtain contractual obligations similar to this letter from the subcontractor.

PRICING

GENERAL REPAIR AND EMERGENCY SERVICE CALLS:

Please indicate your hourly rate to repair and or replace a meter base including the necessary labour, equipment costs and transportation excluding material.

State regular hours of work: _____

Regular hours \$_____/hr. Minimum hours (if any) _____

State premium hours of work: _____

Premium hours \$_____/hr. Minimum hours (if any) _____

An itemized invoice will be required to include the number of hours, location of work performed (customer's address) and an explanation of variance from quoted hourly rates.

If parts are required, invoices shall show the list and London Hydro discounted price of each part as well as the supplier and the parts make, model, number, description and quantity. London Hydro intends to randomly verify parts pricing with suppliers.

REQUIREMENTS

Three References are required to ensure the Contractor can demonstrate the ability to install all types of services including residential and commercial. A copy of the Residential and Commercial ACP Notice from ESA is required and the Contractor's Notice must be valid for the duration of the contract.

Customer Communication

This project is part of a major provincial incentive to successful install Smart Meters throughout the province of Ontario. As such London Hydro has taken considerable care in preparing and delivering customer information packages. The successful contractor in addition to a safety orientation provided by London Hydro will participate in a Customer Orientation specific to this project. The orientations will extent to all customer locations under this contract as the contractor is representing London Hydro.

RELEASE OF INFORMATION

Respondents to this Request for Tender are advised that information obtained from respondents would be communicated to the public and the respondents in the following manner and form:

- A public opening of the tenders will take place at the time and location indicated in the attached tender cover letter. All respondents and the general public may attend this public opening of the respondents' submissions. At such opening, information communicated will be limited to the names of the participating respondents and the bid amounts. No other information will be provided to the public at that time. Evaluation and awarding of the contract will not take place at the public opening.
- After the tenders have been evaluated, a recommendation to award the contract will be presented to the Board of Directors for approval. The information presented will consist of the respondent's names, the bid amounts and the recommendation to award the contract.
- After the evaluation and awarding of the contract, all unsuccessful respondents will be advised in writing that the contract was not awarded to them.
- Further requests for information from those respondents who have submitted pricing for this Tender must be received in writing to the attention of the Purchasing Coordinator. Facsimile will be acceptable if signed and the originating facsimile is identified and consistent with the party requesting the information. Electronic E-mail requests will also be accepted. Information provided would be limited to the names of the respondents, the name of the successful bidder and the range of the prices received from the respondents.

CONFLICT OF INTEREST AND COLLUSION

The following shall be part of Tender response:

I/We declare that no person, firm, or corporation, other than the one who's signature, or the signature of whose proper officers and seal are attached below, has any interest in this bid. I/We further declare that this bid is made without any connection, knowledge, or comparison of figures; or arrangement with any other company, firm or person making a bid for the same, and is in all respects fair and without collusion. I/We declare that no employee(s) of London Hydro is, or will become interested, directly or indirectly as a contracting party or otherwise in the supplies, work or business to which it relates or any portion of the revenues or profits thereof, or in any of the monies to be derived therefrom. I/We further declare that the several matters and representations stated in said bid are in all respects true.

Please complete the following information:

Company Name _____

Mailing Address _____

Phone Number _____

Fax Number _____

Authorized Signature _____

Name (printed) _____

Title _____