



**London  
Hydro**

**REQUEST FOR QUOTATION**

**FOR**

**RECYCLING / DISPOSAL  
OF SCRAP METERS**

The purpose of this quotation request is to engage a contractor to handle the collection and disposal of London Hydro's scrap meters (electro-mechanical and solid state electronic) through a two (2) year contract. While there are no guarantees as to the quantity of meters to be collected and disposed of under this contract, it is estimated that the total amount will be less than 20,000 meters. (Bidders should note that the majority of London Hydro's scrap meters will be collected and disposed of under a separate request for tender and contract as part of a mass meter installation initiative.)

As part of this contract the bidder is to supply, at no cost to London Hydro, "Dry Cargo type containers" either 40' or 20' to facilitate the containment and removal of all scrap meters prior to removal by the Contractor. The containers will be located at our yard at 111 Horton Street, London. London Hydro's Materials Management Department will be responsible for controlling the meters placed in the containers.

London Hydro is also interested in suggestions to more effectively and efficiently deal with its scrap meters. Please include these suggestions as part of your submission. Any suggestions may be used in determining the final contents of the Contract. Any questions regarding this quotation request are to be directed to:

Mr. Tom Beacock, CPP  
Purchasing Coordinator  
London Hydro  
111 Horton Street  
London, Ontario  
N6B 3N9  
Tel: 519-661-5800 ext. 4775  
Fax: 519-661-2596  
E-mail: [beacockt@londonhydro.com](mailto:beacockt@londonhydro.com)

Addenda may be issued to all known bidders during the Quotation period. All addenda will become part of the Contract Documents. Include any associated costs in the Quotation price.

Verbal answers are only binding when confirmed by written addenda.

Clarifications requested by bidders must be received not less than two (2) days before date set for receipt of bids. The reply will be made in the form of an addendum, a copy of which will be made available to known bidders.

For the purposes of this document "The Bidder" refers to the Company or Individual bidding on this Quotation. The "Successful Bidder" or "Contractor" refers to the Company or Person awarded the Quotation.

### **LONDON HYDRO REQUIREMENTS**

- The containers are to be mechanically & structurally sound. London Hydro will request removal of any container deemed to be unsafe. The Contractor must replace the container within 48 hours of such a request.
- Either one or two containers will be required, depending on the size of containers, with easy access for loading and unloading. Container costs are to be included in the bidder's prices.

- A deposit of \$1,000.00 is required from the successful Contractor prior to the start of the contract. The deposit can be cash, certified cheque, or a letter of credit drawn on a Canadian financial institution. Interest of Prime – 2% is paid annually on all cash deposits and is added to the deposit amount. Cash deposits will be refunded, less any amounts owing for invoices, upon termination of the contract. Letters of credit will be returned to the contractor upon termination of the contract and payment of all outstanding invoices.
- Submitted prices are to be quoted in Canadian Funds and are to include any and all costs, including cartage, loading, unloading and processing at specified drop points.
- Each bidder shall provide the price per meter they are willing to pay for the two types of scrap meters listed on the pricing table. If your price is based on a pricing formula, please provide details and the minimum price per meter that the bidder will pay regardless of market fluctuations.
- London Hydro reserves the right to inspect the transportation and processing of the contents of any container. A London Hydro representative may accompany shipments on an as needed basis to witness the transportation and processing of the scrap meters.
- All invoices will be based on the number of meters removed from our facilities.
- The Contractor shall notify London Hydro's representative immediately if there are any discrepancies in the number of meters removed from London Hydro.
- London Hydro requires the Contractor's G.S.T. number be shown on all invoices.
- The Bidder shall provide with their submission, and the Contractor maintain during the term of this contract, all required waste hauler certificates and numbers, transportation of dangerous goods information and required documents, and proof of liability insurance. They shall also provide the recycling facility registration numbers and audit documents (C. of A.).
- The Contractor shall provide and wear all safety equipment required to meet the Ontario Occupational Health and Safety Act and any other applicable regulations while on London Hydro property and during the fulfillment of the contract.
- The Contractor shall not cut, saw, grind, burn, dispose of, or otherwise alter the scrap material in any way so as to cause the scrap to contaminate the environment.
- The Contractor shall be responsible for providing all transportation and loading equipment necessary to carry out the contract.
- If a sub-contractor will be engaged by the Bidder to form part of the submission, the sub-contractor shall be clearly identified. All requirements stated herein apply to the sub-contractor and all documentation specified above, for the sub-contractor, shall be included with the submission.
- The Contractor shall comply with all Municipal, Provincial, and Federal regulations and By-laws that pertain to the scope of the Contract.
- Interested Bidders may contact Mr. Murray McDonald, Materials Management Supervisor at (519) 661-5800 ext. 6521, or Tom Beacock at ext. 4775, to view the location where the containers are to be placed.
- Note that all documentation requested above must be provided with the Submission. Failure to comply may result in the bid being rejected at London Hydro's discretion.

## **INSURANCE REQUIREMENTS**

The successful Contractor(s) 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 Five Million (\$5,000,000.) dollars and shall include London Hydro Inc. and the Corporation of the City of London as additional insureds 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(s) shall not commence work until such time as any required bond and surety 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(s) 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.

## **REMOVAL DATES**

Containers are to be emptied within 48 hours of notification by telephone or e-mail from London Hydro Materials Management Department. The Contractor shall provide an empty container to replace the full container at the time of removal.



## **EVALUATION OF QUOTATIONS**

One contract will be awarded for all of the meters in accordance with the time frame and conditions described herein.

Quotations will be evaluated based on a number of criteria, including the following:

- Ability to meet London Hydro's requirements as stated
- Contractor's process for the collection and disposal of scrap meters
- Price
- Previous experience in similar scrap removal contracts
- References
- Past performance history with London Hydro
- Completeness of submission
- Demonstrated ability to meet London Hydro's delivery requirements
- Financial resources of supplier

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

## **RIGHT TO ACCEPT QUOTATION**

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

It is recognized that the acceptance or awarding of a bid for the benefit of London Hydro must be authorized 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 reserves the right to cancel this Request for Quotation, at any time without penalty or cost.

## **CREDIT RATING**

As part of the evaluation process, London Hydro will perform a credit rating inquiry on the Bidder. An unfavourable result may result in rejection of the quotation. In submitting this Quotation, the bidder agrees to allow London Hydro to conduct this inquiry.

## **WHIMS**

Material Safety Data Sheets must accompany all shipments to conform with Hazardous Products Act, Hazardous Materials Information Review Act, and Occupational Health & Safety Act.

## **QUOTATION CLOSING DATE**

Quotations must be returned to:

London Hydro  
3<sup>rd</sup> Floor, Executive Office  
111 Horton Street  
London, Ontario  
N6B 3N9  
Attention: Marilyn McVeigh

No later than: **Friday, August 21, 2009 at 3:00 p.m. local time**

Please reference “**Quotation No. Q2009-N-14**” on your submission envelope.

**DELIVERY IS THE SOLE RESPONSIBILITY OF THE RESPONDENT. QUOTATIONS 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. QUOTATIONS RECEIVED AFTER THE CLOSING TIME WILL BE REJECTED AND RETURNED TO THE BIDDER UNOPENED.**

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

The respondent shall be responsible to cover all costs relating to the creation and submission of any bid.

Any variation(s) from the information contained in this proposal must be noted on this document. Proposals 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.

Quotations that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations or irregularities of any kind may be considered informal.

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

## **WITHDRAWAL OF QUOTATION**

The Contractor may request in writing the opportunity to withdraw a quotation in advance of the closing date. The package will be returned unopened.

Any agreement by London Hydro to allow this withdrawal will prohibit the Contractor from working as a subcontractor for the preferred Contractor.

### **CONTRACT AWARD**

A recommendation that a contract be negotiated with the preferred Contractor(s) subject to the terms and conditions of the Request for Quotation, will be approved by the Vice President of Customer Service and Strategic Planning, the Chief Financial Officer and the Chief Executive Officer.

No contracts will be recommended, or entered into, with unsuccessful Contractors. Acceptance, if any, of a submission(s) will be subject to the successful negotiation and execution of a written contract on terms acceptable to London Hydro.

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

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 proposal, delay in acceptance of a proposal, or non-award of contract.

### **LENGTH OF CONTRACT**

The contract will be valid for two (2) years from the date of acceptance by London Hydro. Either party may terminate the contract with Sixty (60) day's written notice of intent to cancel the contract.

### **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 Request for Quotation.

If the quality of service is unsatisfactory or the Contractor fails to comply with London Hydro's requirements, London Hydro shall notify the Contractor in writing (e-mail) 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.

### **INDEMNIFICATION**

The contractor accepts full responsibility for the work described in these bid specifications; and indemnifies London Hydro, its Board of Directors and the Owner (The City of London), its servants or agents, from any actions which may result from the violation of all applicable regulations or statutes. Without limiting the generality of this provision, this shall include violations of applicable regulations and statutes involving health and safety and environmental protection.



## **RELEASE OF INFORMATION**

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

- 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 proposal 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.

## **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.

**CONFLICT OF INTEREST AND COLLUSION**

The following shall be part of quotation response:

I/We declare that no person, firm, or corporation, other than the one whose 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.

I/We have received and allowed for Addenda numbered as follows: \_\_\_\_\_.

Please complete the following information on your company:

|                      |       |
|----------------------|-------|
| Company Name         | _____ |
| Mailing Address      | _____ |
|                      | _____ |
| Phone Number         | _____ |
| Fax Number           | _____ |
| Authorized Signature | _____ |
| Name                 | _____ |
| Title                | _____ |
| Date                 | _____ |

**SUBMISSION FORM**

**Quotation No. Q2009-N-14**

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|--|--|
| Submit To:                             | London Hydro<br>c/o Marilyn McVeigh<br>Executive Offices<br>111 Horton Street, 3 <sup>rd</sup> Floor<br>London, Ontario<br>N6B 3N9 |
| Quotation Submitted By:                |  |
| <b>NAME OF FIRM</b>                    |  |
| <b>ADDRESS</b>                         |  |
|  |  |
|  |  |
| <b>TELEPHONE</b>                       |  |
| <b>FACSIMILE</b>                       |  |
| <b>E-MAIL</b>                          |  |
| <b>CONTACT PERSON</b>                  |  |
| <b>SIGNATURE OF AUTHORIZED OFFICER</b> |  |
| <b>NAME</b>                            |  |
| <b>POSITION</b>                        |  |
| <b>DATE</b>                            |  |

**Proposed Sub-contractors (if any)**

|                       |  |
|-----------------------|--|
| Submit To:            | London Hydro<br>c/o Marilyn McVeigh<br>Executive Offices<br>111 Horton Street, 3 <sup>rd</sup> Floor<br>London, Ontario<br>N6B 3N9 |
| <b>NAME OF FIRM</b>   |  |
| <b>ADDRESS</b>        |  |
|                       |  |
|                       |  |
| <b>TELEPHONE</b>      |  |
|                       |  |
| <b>CONTACT PERSON</b> |  |
|                       |  |