



REQUEST FOR TENDER

Contract No. 2026-009

Supply and Install generators at three (3) Seguin Township facilities to ensure uninterrupted power supply during power outages.

Tender Closing Date & Time:	Aug 27, 2026, at 2pm
Tender Opening Date, Time & Location:	Aug 27, 2026, at 2:30pm opening at the Township of Seguin Municipal Office, 5 Humphrey Drive
Contact Person:	Ken Griffiths Facilities Supervisor Township of Seguin 5 Humphrey Drive Seguin, Ontario P2A 2W8 (705) 732-4300

(Lowest or any tender not necessarily accepted)

Scope of Work

The Township of Seguin is seeking bids from qualified contractors for the **supply, delivery, installation, testing, and commissioning of standby diesel generator systems** at the following three (3) Township facilities, in order to provide reliable backup power during utility outages.

The work shall include all labour, materials, equipment, permits, inspections, coordination, and related services necessary to complete the installations in accordance with applicable codes, standards, and regulatory requirements.

1. Humphrey Community Centre & Arena

15 Humphrey Drive, Seguin, Ontario

Supply and install:

- One (1) 300 kW, 347/600V, 3-phase diesel standby generator
 - Sommers standby generator or equivalent
- One (1) 1,000 USG base-mounted fuel tank
- Silent/weatherproof enclosure and all required accessories
- One (1) automatic NEMA 3R transfer switch
- Generator base
- Connection cabling
- Communication cabling
- Concrete pad preparation and exterior site preparation
- Crane and lifting services required for installation
- Startup, testing, commissioning, and regulatory compliance
- Comprehensive warranty
- All required ESA permits and inspections

2. Foley Community Hall & Resource Centre

60 Rankin Lake Road, Seguin, Ontario

Supply and install:

- One (1) 55 kW, 208V, 3-phase diesel standby generator
- One (1) 100 USG self-contained diesel fuel tank

- Silent/weatherproof enclosure and all required accessories
- One (1) 400A, 3-phase, 208V service entrance automatic transfer switch
- One (1) 400A disconnect switch
- Generator base
- Connection cabling
- Communication cabling
- Concrete pad preparation and exterior site preparation
- Crane and lifting services required for installation
- Startup, testing, commissioning, and regulatory compliance
- Comprehensive warranty
- All required ESA permits and inspections

3. Orrville Community Center

1207 Highway 518, Seguin, Ontario

Supply and install:

- One (1) 55 kW, 208V, 3-phase diesel standby generator
- One (1) 100 USG self-contained diesel fuel tank
- One (1) 400A, 3-phase, 208V service entrance automatic transfer switch
- One (1) 400A disconnect switch
- Generator base
- Connection cabling
- Communication cabling
- Concrete pad and exterior site preparation
- Startup, testing, commissioning, and regulatory compliance
- Comprehensive warranty
- All required ESA permits and inspections

General Requirements

The successful bidder shall be responsible for:

- Verifying all existing site conditions and electrical service requirements prior to installation
- Supplying all labour, materials, tools, equipment, and supervision necessary to complete the work

- Coordinating delivery, installation, and commissioning to minimize disruption to facility operations
- Completing all work in accordance with applicable **Ontario Electrical Safety Code**, ESA requirements, manufacturer recommendations, and all other relevant laws, regulations, and standards
- Obtaining and coordinating all required permits, inspections, and approvals
- Providing all manuals, warranty documentation, and commissioning reports upon project completion along with comprehensive staff training.
- Providing a scheduled maintenance plan.

Mandatory Site Meeting

A **mandatory site meeting** will be required for all proponents intending to submit a bid.

The date and time of the site meeting will be scheduled prior to the tender closing date and coordinated through the Township's Project Contact.

INFORMATION TO BIDDERS

1) Registration, Delivery and Opening

Bidder's name, address, telephone number and fax number shall be recorded on the "Plan Takers Register" and contract documents and plans (where applicable) will be issued thereafter. All Tenderers must obtain contract documents and be listed on the "Plan Takers Register".

Bids will be received at the bids@seguin.ca email address until 2:00pm Local Time on the advertised closing date for receipt of tenders. All submissions must be **clearly** marked with the project/contract title, the project/contract number and tenderer's name.

On the closing day, commencing at 2:30pm. Local Time, bids will be opened and the tenders will be read and recorded publicly at the Township of Seguin Municipal Office located at 5 Humphrey Drive, Seguin, Ontario. Tenders will then be checked and analyzed.

2) Disqualification of Tenders

Under no circumstances will tenders be considered which:

- a) Are received after 2:00pm local time on the advertised closing date for tenders.
- b) Are not accompanied by a bid deposit (**if applicable**) in the form of a certified cheque, **original** bid bond, money order or bank draft, in the amount specified.
- c) Are sent by fax.
- d) Are not accompanied by a properly executed Agreement to Bond (**if applicable**).
- e) Are submitted by tenderers **not** on the "Plan Takers Register".

3) Withdrawal or Qualifying

A bidder who has already submitted a tender may submit further tenders at any time up to the official closing time. The last tender received shall supersede and invalidate all tenders previously submitted by that tenderer for this contract. A tenderer may withdraw his/her tender at any time up to the official closing time by submitting a letter bearing his/her signature and seal, as in his/her tender to the bids@seguin.ca email address or the Township of Seguin Municipal Office located at 5 Humphrey Drive, Seguin, Ontario P2A 2W8. Such a submission must be received in sufficient time to be marked before 2:00pm local time on the

date for closing of tenders. The tenderer shall include his/her name and the project and contract numbers on the envelope containing such letter. No faxes or telephone calls for the withdrawal or qualifying of tenders will be considered.

4) Informal or Unbalanced bids

Tenders which are incomplete, illegible or obscure, or that contain additions not called for, erasures, alterations (unless properly and clearly made and initialed by the tenderer's signing officer), or irregularities of any kind, shall be rejected. The Township reserves the right to waive formalities at its discretion. Tenderers who have submitted tenders that have been rejected by the Township because of informalities will be notified of the reasons for the rejection within ten (10) days after the closing date for tenders.

Bids that contain prices which appear to be so unbalanced as likely to affect adversely the interests of the Township may be rejected. Wherever in a tender the amount tendered for an item does not agree with the extension of the estimated quantity and the tendered unit price, the unit price shall govern and the amount and the Total Tender Price shall be corrected accordingly, unless otherwise decided by the Township.

If a tenderer has omitted to enter a price for an item of work set out in the "*Form of Tender*", he/she, unless he/she has specifically stated otherwise in his/her tender, will be deemed to have allowed elsewhere in the "*Form of Tender*" for the cost of carrying out the said item of work and, unless otherwise agreed to by the Township, no increase shall be made in the total Tender Price on account of such omission.

5) Examination of Site

It is mandatory that each tenderer should visit the site of the work before submitting his/her tender and must satisfy himself/herself by personal examination as to the local conditions to be met with during the administration of the work. He/she shall make his/her own estimate of the facilities and difficulties to be encountered during the execution of the contract. He/she is not to claim at any time later in the submission of his/her tender that there was any misunderstanding of the terms and conditions of the contract relating to site conditions.

Any person who proposes to carry out any investigation of any property relative to the proposed works shall, before entering the said property, and any other property, and before commencing the said investigation, notify the owner and

occupant of the said property of the nature and extent of the proposed investigation, notify the owner and occupant of such other property of the access required and obtain the agreement in writing thereto of all such owners and occupants. The person who was responsible for carrying out such an investigation or for making use of any access as aforesaid shall reinstate the property and shall be responsible for all damage and claims resulting there from in accordance with the said agreement of such owners and occupants.

With respect to any matter referred to in the foregoing paragraph, no person referred to therein is authorized to act as agent of or to make any representation on behalf of the owner and the Township shall not be responsible for any disturbance to or reinstatement of any property or for any damage or claims referred to therein.

6) Tender

Each tender shall include the *"Information to Tenderers"* and a completed *"Form of Tender"*, together with any further forms or sheets which the tenderer is instructed elsewhere herein, or in any addendum hereto, to submit with this tender.

7) Omissions, Discrepancies and Interpretations

Should a tenderer find omissions from or discrepancies in any of the tender documents or should he/she be in doubt as to the meaning of any part of such documents, he/she shall notify the **Facilities Supervisor** preferably in writing and not later than four days before the closing date for tenders. If the **Facilities Supervisor** considers that a correction, explanation or interpretation is necessary or desirable, he/she will issue an Addendum to all who are listed on the *"Plan Taker Register"*. No oral examination or interpretation shall modify any of the requirements or provisions of the tender documents.

The tenderer also declares that in tendering for the work and in entering into the contract he did not and does not rely upon information furnished by the Township or any of its servants or agents respecting the nature or confirmation of the ground at the site of the work, or the location, character, quality or quantity of the materials to be removed, or to be employed in the construction of the work, or the character of the equipment or facilities needed to perform the work, or the general and local conditions and all other matters which could in any way affect the performance of the work under the contract other than information furnished in writing for, or in connection with the tender or the contract by the Township, except information specifically excluded from this

sub-section.

8) Quantities are Estimated

The quantities shown for unit price items in the “*Form of Tender*” are estimates only and are for the sole purpose of establishing a dollar amount based on the unit price. For any work done or materials supplied on a unit price basis, the Contractor will be paid for the actual measured quantities at the respective unit prices tendered.

9) Right to Accept or Reject Tenders

The Township shall not be responsible for any liabilities, costs, expenses, loss or damages incurred, sustained or suffered by any tenderer prior or subsequent to or by reason of the acceptance or the non-acceptance by the Township of any tender or by reason of any delay in the acceptance of a contract being prepared and executed. The Township reserves the right to reject any or all tenders and to waive formalities, as the interests of the Township may require, without stating the reasons and the lowest or any tender will not necessarily be accepted.

10) Agreement and Contract Execution

If the successful tenderer fails to provide the Township, within the ten day period, the executed agreement, together with requirements as specified within, the Township may accept another tender, advertise for new tenders, negotiate a contract or not accept any tender, as the Township may deem advisable.

11) Proof of Ability and Sub-Contractors

In order to aid the Township in determining the responsibility of each tenderer, the tenderer shall complete the following statement sheets which are attached herein:

Statement “A” stating the tenderer's experience in similar work which he/she has successfully completed. – Sample response as shown in Appendix A.

Statement “B” giving a list of any sub-contractor who will be carrying out any part of this contract. This list shall show the names of the proposed sub-contractors and for what work each sub-contractor will be responsible. – Sample response as shown in Appendix B.

12) List of Sub-Contractors

The tenderer agrees to submit a list of any sub-contractors (Statement "B") who will be carrying out any part of this contract. This list shall show the names of the proposed sub-contractors and for what work each sub-contractor will be responsible. The Township has the right to reject any of the sub-contractors so named. In this event, the tenderer shall arrange to have the proposed work done by such other sub-contractor as may be approved by the Township. Only one name shall be shown for each sub-trade.

The tenderer shall not be allowed to substitute the other sub-contractors in place of those named in the tender without written approval from the **Facilities Supervisor**. Should the tenderer cease operations, under no circumstances shall sub-contractors be allowed to continue to work on the site unless an authorized representative of the tenderer is present on the site at all times. The tenderer shall notify the **Facilities Supervisor** in writing of the names and positions of the person, or persons so representing the tenderer.

13) Workplace Safety and Insurance Board (WSIB) and Provincial Retail Sales Tax Requirements

The contractor shall at the time of entering into this contract with the Township, make a statutory declaration or furnish a satisfactory clearance letter from the Workplace Safety and Insurance Board stating that all assessments or compensation payable to the Workplace Safety and Insurance Board have been paid. The selected tenderer shall submit such statutory declaration or clearance letter to the Township in duplicate together with the Agreement executed by the said tenderer. One copy of the statutory declaration or clearance letter shall be attached to each of the two executed sets of the contract. The proponent certifies that it has met all of its obligations to comply with Workplace Safety and Insurance Board and Provincial Retail Sales Tax requirements, so that it is able to do business in Ontario.

14) Occupational Health and Safety

For the purposes of the Occupational Health and Safety Act, the successful tenderer is considered to be the "constructor" as defined in the Act. It is specifically drawn to the attention of the tenderer that the Occupational Health and Safety Act provides, in addition to other things:

- a) THAT the measures and procedures prescribed by this Act and the regulations are carried out on the project;
- b) THAT every employer and every worker performing work on the project complies with this Act and regulations; and

c) THAT the health and safety of workers on the project is protected.

15) Inquiries During Tendering

Tenderers are advised that inquiries regarding the tender documents shall be directed to **Ken Griffiths – Facilities Supervisor**.

16) Insurance

General liability insurance in the amount of at least **\$2,000,000.00** coverage for any one claim must be carried by the contractor. In addition, the Township shall be named as an additional insured party. Both owned and non-owned vehicles employed under this contract will require a minimum of **\$2,000,000.00** coverage in any one claim, showing the Township as one of the insured parties. The tenderer to whom this contract is awarded shall supply the Township with proof of insurance and a copy of the policy prior to the signing of the contract by Township officials and provide coverage throughout the term of the contract in the amounts specified.

17) Hold Harmless

The contractor shall be responsible for any and all damages, or claims for damages or injuries or accidents done or caused by him/her or his/her employees or resulting from the prosecution of the works, or any of his/her operations, caused by reason of the existence or location or condition of works, or of any materials, plant, or machinery used therein or which may happen by reason thereof or arising from any failure, neglect or omission on his/her part, or on the part of any of his/her employees to do or perform any or all of the several acts or things required to be done by him/her or them under this agreement and by these conditions and covenants and agrees to hold the Corporation of the Township of Seguin harmless, and indemnified for all such damages and claims for damage.

18) Additional Work

- a) All unforeseen and/or additional work to be performed by the Contractor must be submitted for review and approved in writing by the Director of Community Services, or their designate, through the Township's change order process prior to commencement of the work. The Contractor shall not proceed with any unforeseen or additional work until a written change order has been issued and authorized by the Township.

19) Method of Payment

Payment will be processed within 30 days of the satisfactory completion of the

work.

20) Contract Term

The Contract will be for the specified job only.

- a) The Township may terminate the contract upon thirty (30) calendar days notice to the vendor at the end of the Township fiscal period in any year if the Township does not allocate the funds needed to make payments beyond that fiscal period or if operational change results in the service no longer being required. The Township's fiscal period is January 1 to December 31. Such termination will be without penalty, damages or liability except for any outstanding payments.
- b) The Township reserves the right to adjust quantities or services in response to changes in need or additional requirements. The tender unit price will be firm for the initial term of one year at minimum subject to adjustments that may be negotiated as a result of any such changes.

21) Anticipated Start Date

The anticipated start date for this work must be conveyed to the Township within 10 business days after award.

22) Contract Completion Date

The Contractor shall complete the work by November 1, 2026.

23) Non-Performance

Any damages resulting from failure to complete the project required will be the responsibility of the Contractor.

FORM OF AGREEMENT

THIS AGREEMENT made in duplicate this ____ day of _____ 2026

BETWEEN: THE CORPORATION OF THE TOWNSHIP OF SEGUIN
hereinafter called the "Township" of the FIRST PART

-and-

(Name of Contractor)
hereinafter called the "Contractor" of the SECOND PART

WITNESSETH that the "Contractor" for and in consideration of the payment provided herein to be made to the "Contractor" by the "Township", shall supply all labour, materials and equipment required to perform the work as described in

Contract No 2026-009– Supply and Install generators at three (3) Seguin Township facilities to ensure uninterrupted power supply during power outages.

In accordance with accompanying "*Information to Tenderers*" and "*Form of Tender*", all of which form part of this agreement.

WITNESSETH that the "Township" agrees:

1. To provide the "Contractor" with the access to its land to such extent as may be necessary for the performance of the work under this contract.
2. To pay the "Contractor" as set forth in the "*Information to Tenderers*" of this Contract.

IN WITNESS WHEREOF the "Contractor" and the "Township" have respectively affixed their corporate seals and the hands of their proper officers on the day and year first above written.

SIGNED, SEALED and DELIVERED in the Presence of:

"CONTRACTOR"

**THE CORPORATION OF THE
TOWNSHIP OF SEGUIN**

Contractor

Mayor

Witness

Clerk

GENERAL SPECIFICATIONS

1. GENERAL

All work not expressly included in this Contract shall only be performed with the prior written consent of the Township. The Township shall not accept or make payment for any additional work unless it has been authorized in advance by the Township.

2. QUANTITIES AND ESTIMATES

The Bidder shall note that all quantities are estimated and that increase or decrease to this Contract shall be made at the discretion of Seguin Township. Any such increase or decrease will be at the unit price quoted in the original contract.

3. MEASUREMENT OF PAYMENT

Measurement for payment shall be in accordance with the units and prices stipulated in the Form of Tender.

Payment at the Contract price shall constitute full compensation for all labour, equipment, and materials required to complete the Work to the satisfaction of the Township.

Payment shall be made upon submission of an invoice following completion and final acceptance of all Work described in this Contract.

Unless otherwise specified, no separate measurement or payment shall be made for general work. The Contractor shall include the cost of all general work in the unit prices tendered and in accordance with the Contract.

4. SCHEDULE OF WORK

Upon award of the Contract, the Contractor shall promptly submit a detailed Schedule of Work to the Contract Administrator for approval, demonstrating that the Work will be completed within the stipulated time. No work shall commence until the Schedule of Work has been approved and a Start Work Order has been issued by the Contract Administrator.

5. HOURS OF WORK

Working hours shall be Monday to Friday, inclusive, between 7:00 a.m. and 7:00 p.m. Any additional or altered hours must be approved in writing in advance by the Community Services Director or their designate.

6. SURVEY/ CONSTRUCTION LAYOUT

The Contractor shall be fully responsible for the layout and setting out of all construction works for the Project and shall use only qualified personnel experienced in surveying and construction layout. Benchmarks and reference points shall be taken from the Contract Drawings (if applicable). If no benchmark is available, the contractor shall establish an onsite benchmark and provide the location and elevation to the contract administrator.

The Contractor shall be responsible for the accuracy and correctness of all positions, lines, levels, dimensions, and alignments, and shall supply all necessary labour, equipment, and instruments to complete the layout. Any errors in layout shall be corrected by the Contractor at their own expense, to the satisfaction of the Contract Administrator, except where such errors result from incorrect data provided in writing by the Contract Administrator.

The Contractor shall verify the accuracy of all Issued for Construction (IFC) digital drawings used for GPS and/or Total Station layout to ensure consistency with the approved design, Contract Drawings, and existing site conditions. Secondary checks and necessary adjustments to layout or grade sheets shall be the Contractor's responsibility. Any discrepancies shall be reported to the Contract Administrator prior to commencing the affected work.

Verification or checking of layout by the Contract Administrator shall not relieve the Contractor of responsibility for the correctness of the work.

The Contractor shall provide the Contract Administrator with copies of all layout information necessary to interpret the field layout. All documentation, including stakes and worksheets, shall be neat and legible.

No separate payment shall be made for survey or construction layout work, as these costs shall be included in the Contract unit prices.

7. ENVIRONMENTAL PROTECTION

The Contractor shall maintain an environmentally safe workplace and carry out the Work in a manner that minimizes adverse impacts to the natural and cultural environment. The Contractor shall ensure that all personnel are properly instructed and trained to perform the Work in accordance with these requirements.

Prior to commencing work, the Contractor shall submit spill prevention and response procedures to the Contract Administrator for review. All materials and equipment required for spill containment and cleanup shall be readily available on site at all times.

Any spill with the potential to adversely affect the environment shall be immediately reported to the Contract Administrator and the appropriate local office of the Ministry of the Environment, and shall be promptly contained and remediated by the Contractor.

8. EXISTING UTILITIES

The Contractor is advised that underground and overhead utilities exist within the Contract area. The Contractor shall be responsible for all utility stakeouts in accordance with GC7.01.16, as well as any inspection or test pits required to locate utilities.

SPECIAL PROVISIONS

1.0 MOBILIZATION AND DEMOBILIZATION

1.1 General

Mobilization shall include the supply, delivery to site, and setup of all materials, tools, and equipment required to perform the Work, including all incidental items not forming part of the permanent Works or covered elsewhere in the Schedule of Items and Unit Prices. Mobilization shall also include any required access or land-use fees, as well as any excavation, fill, or backfill necessary to accommodate the Contractor's equipment or construction methods. No additional payment shall be made for unforeseen costs associated with Mobilization.

Where a separate item is not provided in the Schedule of Items and Unit Prices, the cost of supplying all required bonds shall be included under Mobilization.

The Contractor shall notify the Township prior to commencing any site activities, including Mobilization.

Demobilization shall include the removal of all materials, tools, and equipment from the site upon completion of the Contract and the cleanup of the site to the satisfaction of the Township Representative.

1.2 Basis of Payment

Payment for Mobilization and Demobilization shall be made as a lump sum, which shall constitute full compensation for all labour, materials, and equipment required to complete the work.

Note: The lump sum price for Mobilization and Demobilization shall not exceed 10% of the Total Tender Price, before HST.

Form of Proposal

Having carefully examined the site and all conditions affecting the proposed work as well as the specifications, all addenda and the instruction to bidders, I/we, undersigned, hereby offer to furnish all necessary labour, materials, supervision, tools, equipment, etc., required to complete all work requisite for the proper execution of this contract, expeditiously and in the satisfactory manner and accept in full payment therefore stipulated sum of:

Humphrey Community Centre & Arena

Price \$_____ HST \$_____ Total \$_____

Orrville Community Centre

Price \$_____ HST \$_____ Total \$_____

Foley Community Hall & Resource Centre

Price \$_____ HST \$_____ Total \$_____

Total

Price \$_____ HST \$_____ Total \$_____

Supplier: _____

Name/Company

Address

City/Province

Postal Code

Phone Number

Email



I/we agree to commence work within ____ weeks from the acceptance of the proposal and to complete work in ____ weeks from the acceptance of the proposal.

Title: _____

Signature of Authorized Person

Date

