

**THE CORPORATION OF THE MUNICIPALITY OF CLARINGTON
PURCHASING OFFICE**

**Informal Quotation
IQ2009-33**

**REPAIR & CLEAN SWANK GAS FIRED HEATERS
DARLINGTON SPORTS CENTRE**

1.0 SCOPE

The Municipality of Clarington is seeking a qualified company to replace one section of 4" tubing and clean all existing tubing to the SEM series Swank gas fired bleacher heating system. The scope of work is also to include the servicing of two ignition boxes. Darlington Sports Centre is located at 2276 Taunton Road, Hampton, ON L0B 1J0. **Note: There is no lift on site.**

Pricing is to include all labour and materials necessary to complete this job.

2.0 VIEWING OF THE SITE

A site visit has been scheduled for Thursday, August 27th, 2009 at 10:00 a.m. at 2276 Taunton Road, Hampton, ON L0B 1J0.

If you are unable to make the above noted site meeting please contact either Sandra McKee, Senior Buyer at 905-623-3379 Ext 401 or Ken Ferguson, Facilities Supervisor at 905-623-5728 to coordinate a time and date to view the facility. It is the bidder's responsibility to examine the project location prior to submitting a quote for this work, in order to acquaint themselves with all existing conditions at the site which may affect the proper completion of the work. **If a site visit is coordinated outside of the time noted above you will be allowed access to view the facility however no questions can be asked/answered during this visit. All questions that arise during your visit are to be submitted to Purchasing Services for clarification purposes.**

No claim for extra payment will be allowed for work or difficulties encountered due to conditions of the sites which were visible or reasonably inferable prior to date of submission of bids.

3.0 COMMUNICATION/INQUIRIES

Any inquiries with respect to this Informal Quotation are to be submitted, in writing to the attention of Sandra McKee, Senior Buyer via fax to 905-623-3330 or via email at smckee@clarington.net.

4.0 INFORMAL QUOTE

Informal quotation bid submissions may be submitted to the attention of Sandra McKee via e-mail to smckee@clarington.net, fax (905-623-3330) and/or mail Municipality of Clarington, Attention Purchasing, 40 Temperance Street, Bowmanville, ON L1C 3A6 on or before the date and time noted below:

**4:00:00 P.M. Local Time
THURSDAY, SEPTEMBER 3, 2009**

5.0 AWARD OF CONTRACT

It is the intent of the municipality to award the contract in whole to the one (1) company.

SCHEDULE (A) GENERAL TERMS AND CONDITIONS (continued)

6.0 ACCEPTANCE OF INFORMAL QUOTATION

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

7.0 NEGOTIATIONS

The Municipality of Clarington reserves the right to enter into negotiations with the selected proponent. If the Municipality and the selected Proponent cannot negotiate a successful contract, The Municipality may terminate the negotiations and begin negotiations with the next selected proponent. This process will continue until a contract has been executed or all Proponents have been rejected. No Proponent shall have any rights against the Municipality arising from such negotiations.

8.0 SUBMISSIONS

Return Schedule (C) – Informal Quotation Forms ensuring that the page has been signed by an authorized representative of the company. Facsimile or Electronic Bid submissions **will be** accepted.

9.0 SAFETY

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

10.0 QUALIFICATIONS

Bidders submitting Informal Quotations, Bidders shall have proven experience and performance in the type of work required by the documents and shall be able to furnish evidence of work of a similar nature performed by them.

The Owner reserves the right to reject Informal Quotations received from parties who cannot show a reasonable acquaintance with, and preparation for, the proper performance of the class of work called for by the Documents. Satisfactory evidence of such experience and performance must be furnished by the Bidders when requested to do

11.0 ADDITIONS OR DELETIONS

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

SCHEDULE (A) GENERAL TERMS AND CONDITIONS (continued)

12.0 TAXES

It is a requirement of the Informal Quotation that the Goods and Services Tax be shown as a separate item in the Informal Quotation. Applicable PST is to be included in the pricing submitted and not shown as a separate item.

13.0 PAYMENT

The vendor shall be paid upon satisfactory completion of the work.

14.0 CHARACTER OF WORKERS

14.1 The reference to "workers" refers to workers of the consultant and includes Corporate Officers.

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

15.0 WORKMANSHIP

In the event of a disagreement between the Director of Operations and the contractor as to required work or level of work to be performed, the Director of Operations decision is final.

16.0 ACCEPTANCE OF INFORMAL QUOTATION

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

17.0 INSURANCE REQUIREMENTS

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

18.0 LEGAL REQUIREMENTS

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

19.0 WORK SCHEDULE

The successful bidder shall need to work with Mark Sutherland, Facilities Supervisor to devise a work schedule that is satisfactory to both the contractor and the Municipality.

SCHEDULE (B) - STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

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

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

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

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

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

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

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

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

2. SUBMISSION OF BID

Bid invitation shall be in accordance with the Municipality of Clarington Purchasing By-law #2006-127 and will apply for the calling, receiving, and opening of bids. The Municipality will be responsible for evaluating bids, awarding and administering the contract in accordance with the Purchasing By-law.

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

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

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

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

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

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

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

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

SCHEDULE (B) - STANDARD TERMS AND CONDITIONS (Cont'd)

3. CONTRACT

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

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

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

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

4. CLARIFICATION OF THE DOCUMENT

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

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

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

5. PROOF OF ABILITY

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

6. DELIVERY

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

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

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

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

Time shall be of the essence of the contract.

SCHEDULE (B) - STANDARD TERMS AND CONDITIONS (Cont'd)

7. PRICING

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

Prices shall be firm for the duration of the contract.

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

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

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

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

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

8. TERMS OF PAYMENT

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

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

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

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

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

9. PATENTS AND COPYRIGHTS

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

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

SCHEDULE (B) - STANDARD TERMS AND CONDITIONS (Cont'd)

9. PATENTS AND COPYRIGHTS- continued

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

10. ALTERNATES

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

11. EQUIVALENCY

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

12. ASSIGNMENT AND SUBCONTRACTING

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

13. FINANCING INFORMATION REQUIRED OF THE COMPANY

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

14. LAWS AND REGULATIONS

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

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

15. CORRECTION OF DEFECTS

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

SCHEDULE (B) - STANDARD TERMS AND CONDITIONS (Cont'd)

16. BID ACCEPTANCE

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

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

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

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

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

17. DEFAULT BY COMPANY

- a. If the Company commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the company makes a general assignment for the benefit of its creditors; then, in any such case, the Municipality may, without notice: terminate the contract.
- b. If the Company fails to comply with any request, instruction or order of the Municipality; or fails to pay its accounts; or fails to comply with or persistently disregard statutes, regulations, by-laws or directives of relevant authorities relating to the work; or fails to prosecute the work with skill and diligence; or assigns or sublets the contract or any portion thereof without the Municipality's prior written consent; or refuses to correct defective work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the contract, then, in any such case, the Municipality may, upon expiration of ten days from the date of written notice to the company, terminate the contract.
- c. Any termination of the contract by the Municipality, as aforesaid, shall be without prejudice to any other rights or remedies the Municipality may have and without incurring any liability whatsoever in respect thereto.
- d. If the Municipality terminates the contract, it is entitled to:
 - i) take possession of all work in progress, materials and construction equipment then at the project site (at no additional charge for the retention or use of the construction equipment), and finish the work by whatever means the Municipality may deem appropriate under the circumstances;
 - ii) withhold any further payments to the company until the completion of the work and the expiry of all obligations under the Correction of Defects section;
 - iii) recover from the company loss, damage and expense incurred by the Municipality by reason of the company's default (which may be deducted from any monies due or becoming due to the company, any balance to be paid by the company to the Municipality).

SCHEDULE (B) - STANDARD TERMS AND CONDITIONS (Cont'd)

18. CONTRACT CANCELLATION

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

19. QUANTITIES

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

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

20. SAMPLES

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

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

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

21. SURETY

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

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

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

22. WORKPLACE SAFETY AND INSURANCE BOARD

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

SCHEDULE (B) - STANDARD TERMS AND CONDITIONS (Cont'd)

WORKPLACE SAFETY AND INSURANCE BOARD (continued)

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

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

23. INSURANCE

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

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

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

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

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

24. LIABILITY

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

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

25. VISITING THE SITE

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

SCHEDULE (B) - STANDARD TERMS AND CONDITIONS (Cont'd)

26. SAFETY

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

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

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

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

27. UNPAID ACCOUNTS

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

28. SUSPENSION OF WORK

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

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

29. CHANGES IN THE WORK

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

30. CONFLICT OF INTEREST

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

SCHEDULE (B) - STANDARD TERMS AND CONDITIONS (Cont'd)

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

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

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

32. CRIMINAL BACKGROUND CHECKS

"The successful service provider covenants and agrees to provide the Municipality of Clarington, or such other entity as the Municipality may designate, with written consent to perform a criminal background check including Criminal Code (Canada) convictions, pardoned sexual offences, records or convictions under the Controlled Drugs and Substances Act, Narcotics Control Act and Food and Drugs Act and all outstanding warrants and charges for every individual who may come into direct contract with youth or who are permitted entrance to private or restricted areas or residences. This will be done at no cost to the Municipality and any such requested document will be submitted to the Municipality in its true form in advance of commencement of work.

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

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



SCHEDULE (C) INFORMAL QUOTATION FORM

CLOSING TIME AND DATE (Local Time): 4:00:00 P.M. (local time), Thursday, September 3rd, 2009

REF./PURCHASING MANAGER: SANDRA McKEE **Date: August 21, 2009**
Phone (905) 623-3379

Informal Quotations are invited for the following goods and/or services listed below. Complete in ink or by typing where applicable all blank spaces and return one copy via e-mail, fax or mail. Bids must be received at the Purchasing Services office of the Corporation of the Municipality of Clarington, 40 Temperance Street, Bowmanville, Ontario, L1C 3A6, by the closing time and date. Late bids will not be accepted. Any or all Informal Quotations may be accepted in whole or in part and the lowest or any Informal Quotation not necessarily accepted.

ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICES
Prices tendered shall be payable in Canadian Funds, F.O.B. destination, unless otherwise indicated. Ontario Retail Sales tax and the Federal Goods and Services Tax, if applicable, shall be quoted as a separate item.			
I/We hereby agree to supply all necessary labour, materials, equipment, preparation and supervision to complete this contract, as per all terms, conditions and specifications setforth herein for the prices bid as follows:			
1	Repair & Clean Swank Gas Fired Heaters at DSC as per the specifications of this document.	\$ _____ GST TOTAL COST	\$ _____ \$ _____ \$ _____

IMPORTANT:

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

GUARANTEED DELIVERY OR COMPLETION DATE UPON RECEIPT OF OFFICIAL ORDER.....	CASH DISCOUNT AND TERMS.....
ORIGIN OF GOODS: CITY & COUNTRY	GOODS TO BE SHIPPED FROM CITY & COUNTRY.....

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

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