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February 20, 2007

To:

The Board of Governors of Exhibition Place

From:

Dianne Young

Chief Executive Officer

Subject:

**Electrical Supplies Agreement 2007 to 2008** 

### Purpose:

To submit for approval the terms and conditions for an agreement for the supply and delivery of various electrical products to Exhibition Place.

# Financial Implications:

The projected annual expenditure for the electrical products is \$225,000.00 and is provided for in the 2007 Operating and Capital Works Budgets.

### Recommendation:

It is recommended that the Board enter into agreement with Powertrade Electric Ltd. ("Powertrade") for the supply and delivery of various types of electrical products to Exhibition Place on such terms and conditions as contained in this report, the Request for Quotations or as required by the Chief Executive Officer and the City Solicitor.

#### Background:

In January 2006, a request for quotation (RFQ) was awarded by the Board to Powertrade Electric Ltd. for the supply and delivery of various types of electrical products for a term of one year ending December 31, 2006.

#### Comments:

In January 2007, Exhibition Place, through the City of Toronto Finance Department, Purchasing and Materials Management Division, issued an RFQ for supply and delivery of various types of electrical products to Exhibition Place to thirty-four listed bidders.

The RFQ listed 91 various types of common electrical products used for both maintenance and show services. The price schedule was structured in manner that required bidders to submit firm



unit prices based on projected annual quantities along with discounts for miscellaneous related items. Prices were requested for one year with the option to extend for an additional one-year term subject to budget approval and favorable performance review.

The RFQ closed on February 26, 2007, with fourteen responses. The results were as follows:

Bidder	First Year Evaluated Bid	Second Year Increase
Powertrade Electric Ltd.	\$90,985.45	0%
House of Electrical Supplies Ltd.	\$100,789.25	0%
Westburne Ruddy Electric *	\$104,897.02	5%
Independent Electrical Supply Inc.*	\$111,091.73	N/A
Graybar Ontario *	\$114,815.09	6%
Bibico Electric Inc.	\$116,213.36	2.5%
Robertson Electric Wholesale*	\$116,722.61	N/A
Guillevin International *	\$117,609.97	N/A
Nedco	\$117,770.28	3%
Province Electric Supply Ltd.	\$122,359.79	5%
Wolf Electric *	\$125,837.73	10%
Osso Electric Supplies *	\$127,006.12	5%
Franklin Empire	\$127,131.63	5%
Lightland Inc.	\$145,929.94	8%

<sup>\*</sup> Identifies incomplete bids

Powertrade Electric Ltd. has been a successful bidder with the City of Toronto for the past seven years having been awarded large value blanket orders for both lighting and electrical products. References include the City of Brampton, Toronto Hydro Electrical Services, Toronto District School Board and Toronto Transit Commission. The City of Toronto Fair Wage and Labour Trades Office confirms that Powertrade Electric Ltd. is in compliance with the Fair Wage and Labour Trades requirements for this work.

The substantial terms of the agreement will be as follows:

- (a) Term: Commencing upon award until January 31, 2008.
- (b) Prices: Prices be fixed during the term of the Agreement.
- (c) Union Agreements: Powertrade will comply with all agreements in force between the Board and any union or association with respect to Exhibition Place.
- (d) Assignment: The agreement between the Board and Powertrade shall not be assigned Powertrade without the consent of the Board.
- (e) Insurance/Indemnity: Powertrade shall provide proof of insurance in a form and amount satisfactory to the Board and containing provisions including the Board and the City of Toronto as additional insured with a cross liability/severability of interest clause of standard

wording. Insurance shall be primary before any insurance held by the additional insured and the Board shall be entitled to thirty days notice of any intention to cancel or not to renew the policy. Powertrade shall indemnify the Board and the City of Toronto with respect to any and all liability arising from any damage or injury as a result of the negligent acts or omissions of Powertrade, or its employees or any other person for whom it is in law responsible, in the supply and quality of the equipment.

(f) Other Terms: Such other terms and conditions as contained in the Request for Quotations or

as required by the Chief Executive Officer and the City Solicitor.

# Conclusions:

This report recommends the Board enter into agreement with Powertrade Electric Inc. for the provision of various types of material handling and grounds maintenance equipment on a rental basis in accordance with this report, the terms of the RFQ and such other terms and conditions required by the Chief Executive Officer and the City Solicitor.

#### Contact:

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Submitted by:

Chief Executive Officer

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