



THE TOWNSHIP OF SOUTH WEST OXFORD

Request for Tender for:

Generator for Mt. Elgin Hall and South West Oxford Township Office

Contract # 2020-04 Generators

The Township of South West Oxford is seeking Tenders from qualified respondents to provide pricing for a whole Building Generator for Mt. Elgin Community Centre 333204 Plank Line Mt. Elgin and The South West Oxford Township Office 312915 Dereham Line Mt. Elgin. Interested respondents must submit their Tenders in sealed envelopes marked "Township of South West Oxford Generator Service", to Julie Forth, Clerk, no later than **September 28th 2020 at 1:00 pm** eastern standard time. Submissions shall be addressed to 312915 Dereham Line Mt. Elgin ON N0J 1N0. Please contact Howard Leaver at 519-485-0477 ext. 7029 for a copy of the RFT or visit the Township's website at www.swox.org for more details.

A mandatory site visit will be held on September 11th, 2020 at 3:00 PM at 312915 Dereham Line followed by 333204 Plank Line.

BD-2020-01

RESPONDENTS NOTE:

RFT CLOSING

Date: September 28th, 2020
Time: 1 pm EST
Location: 312915 Dereham Line
Mt. Elgin, ON
N0J 1N0

RFT OPENING

Date: September 28th, 2020
Time: 1:05 pm EST
Location: Same – Council Chambers

REGISTRATION

All/Any addendums will be posted to the Township's website. Please register with the Township to receive notification:
CBO@swox.org

LATE SUBMISSIONS NOT ACCEPTED

Township of South West Oxford Request for Tender (RFT)

Table of Contents

Contents

RESPONDENTS NOTE:.....	1
INTRODUCTION	3
SCOPE OF SERVICES	3
QUESTIONS CONCERNING RFT	3
DESCRIPTION OF PROCUREMENT PROCESS	4
Township Rights and Options.....	4
The Township, in its sole discretion, reserves the following rights:	4
Expense of Submittal Preparation.....	4
Information Disclosure to Third Parties	4
SUBMITTING TENDERS.....	6
General Information and Deadline.....	6
Qualifications and Proposed Approach Document:.....	6
Professional Fees Document.....	7
CERTIFIED BID DEPOSIT	7
REVIEW/EVALUATION.....	8
b. Submissions received in response to the RFT will be evaluated based on the following criteria, but not necessarily in this order of priority.	8
Breakdown of Costs:.....	9
Mt. Elgin Community Hall only (to be installed and billed in 2020).....	9
Township Office only (to be installed and billed in 2021)	10
THE TOWNSHIP OF SOUTH WEST OXFORD	11
AGREEMENT	11
PROCEDURE 25 (as referenced at the end of page 7)	following page 14

INTRODUCTION

The Township of South West Oxford (hereinafter referred to as the 'Township') is issuing this Request for Tender (RFT) to solicit contract services for the sale and installation of generators at Mt. Elgin Community Hall and the Township Municipal Office.

This RFT, issued in accordance with the provisions of the laws of Canada and Ontario, invites qualified firms to submit Tenders to provide the services described. Subject to approval by the Township, the initial contract term under consideration is presumed complete upon substantial completion of the complete installation of both generators.

SCOPE OF SERVICES

The Township of South West Oxford is located 35 minutes South West of the City of Woodstock and has a population of approximately 7500 residents.

The scope of the services shall cover all aspects of installation of generators, wiring and bollards where necessary including purchase of material, permits and fulfilling inspection requirements and labour. The Phases of the entire project will to be completed as follows:

Phase 1 – Mount Elgin Community Centre -December 31, 2020

Phase 2 – South-West Oxford Municipal Office – March 31, 2021

QUESTIONS CONCERNING RFT

Only questions received by the Township in writing will be acknowledged. All correspondence shall be sent to: Howard Leaver, Chief Building Official (CBO@SWOX.ORG).

If any respondent has questions concerning the proposed project, finds discrepancies or omissions in the solicitation document or otherwise requires clarification, such matters should be submitted in writing to the individual named in the preceding paragraph at least five (5) business days prior to the Tender due date noted on the cover page.

Copies of all questions and answers, and any addenda to supplement the RFT, will be posted on the Township's website no later than four (4) business days prior to the Tender due date. Only formal written responses to properly submitted questions will be binding on the Township. Any such clarifications or addenda shall become part of this RFT.

No interpretation or clarification of the meaning of any part of this RFT will be made orally to any respondent. Respondents must request such interpretation or clarification in writing from the Township.

Contact with Township of South West Oxford officials other than Howard Leaver, or his designate, is not allowed and will be considered as grounds for disqualification from the selection process.

DESCRIPTION OF PROCUREMENT PROCESS

Township Rights and Options

The Township, in its sole discretion, reserves the following rights:

- i. Supplement, add to, delete from or change this solicitation document;
- ii. Determine which respondent, if any, should be selected for negotiations;
- iii. Reject any or all Tenders or information received pursuant to this RFT;
- iv. Cancel this RFT at any time, with or without the substitution of another RFT;
- v. Request additional data or information after the submittal date, if such data or information is considered pertinent to aid the review and selection process;
- vi. Conduct investigations with respect to the qualifications and experience of each respondent;
- vii. Take any action affecting the RFT or the services or facilities subject to this RFT that would be in the best interests of the Township;
- viii. Require one or more respondents to supplement, clarify or provide additional information in order for the Township to evaluate the Tenders submitted;
- ix. Waive any informalities or irregularities in the submittals or to re-advertise.

Expense of Submittal Preparation

The Township accepts no liability for the costs and expenses incurred by the respondents in responding to this RFT, preparing responses for clarification, attending site meetings/ interviews, or participating in contract development sessions or meetings and presentations required for the contract approval process. Each respondent that enters into the procurement process shall prepare the required materials and submittals at its own expense and with the express understanding that they cannot make any claims whatsoever for reimbursement from the Township for the costs and expenses associated with the procurement process.

Information Disclosure to Third Parties

This RFT is a public document. By responding to this RFT, respondents waive any challenge to the Townships decisions in this regard. If, in the opinion of the respondent, a submittal contains proprietary or confidential technical, financial or other types of information, the respondent must clearly label the specific portions sought to be kept confidential confirming the exemption that the respondent is relying upon. Marking all or substantially all of, a response as confidential may result in the response being considered non-responsive. Notwithstanding the labeling of any information by a respondent as confidential or proprietary, the Township may be compelled to release same pursuant to the *Municipal Freedom of Information and*

Township of South West Oxford
Generator Service

Protection of Privacy Act (MFIPPA). Respondents also acknowledge and agree that the Township will not be responsible or liable in any way for any losses that the respondent may suffer from the disclosure of information or materials to third parties.

SUBMITTING TENDERS

General Information and Deadline

Respondents are requested to submit one original and two (2) hardcopies or memory stick of the Tender to *Julie Forth, Clerk, 312915 Dereham Line, Mt. Elgin Ontario, NOJ 1N0*, not later than the Tender due date. The package should be clearly labeled "Township of South West Oxford Generator Service". **Late Tenders will not be accepted and will be returned to the originator unopened.**

Respondents are required to organize the information requested in this RFT in accordance with the format outlined. Failure by the respondent to organize the information required by this RFT as outlined may result in the Township, at its sole discretion, disqualifying the respondent from further consideration. Narrative pages are to be 8.5 x 11 inches in size and the Qualifications and Proposed Approach Document shall be bound into one (1) volume. A clear and concise presentation of information is strongly encouraged.

Qualifications and Proposed Approach Document:

The Qualifications and Proposed Approach Document should provide the Township with a detailed overview of the qualifications and proposed approach the respondent brings to the project. The Qualifications and Proposed Approach Document must provide the following information and be organized into sections that include, at a minimum, the following:

- x. Cover letter - The Tender must include a letter of transmittal attesting to its accuracy. The cover letter (maximum two (2) pages) must provide the name, address, telephone and facsimile numbers, as well as the email address of the respondent.
- xi. Statement of Qualifications - Respondents shall demonstrate their ability to undertake the Townships project by providing the qualifications of the respondent, individual team members and principal subcontractors, if applicable. The Township reserves the right to conduct an independent investigation of the respondent's qualifications by contacting project references, accessing public information, inspecting facilities or contacting independent parties. Additional information may be requested during the evaluation of qualifications.
- xii. Proposed Approach - In this section, respondents will detail their approach, including a workplan/timeline, to providing the service requested by the Township.
- xiii. Corporate Profile – Respondents shall include a description of the consultant (firm, individual, etc.) that will serve as the contracting party. If the respondent is a joint venture, the required information shall be submitted for each member of the joint venture firm. The Tender shall also identify which portions of the work, if any, will be subcontracted. If subcontractors are proposed, the proposed contractual relationships between the respondent and all major partners and subcontractors relative to the project shall be outlined in the Tender.

Township of South West Oxford
Generator Service

xiv. Relevant Project Experience/References - The respondent shall provide its overall experience with the provision of the installation of Generators and Ontario Building Code knowledge. A reference list of three (3) clients with whom the respondent has conducted similar services for shall also be provided.

Professional Fees Document

A separately sealed Professional Fees Document must be provided, and include, at a minimum, the following:

- 1) Fee summary;
- 2) Proposed price adjustments (if any);
- 3) Terms and conditions (if any);
- 4) GST/PST and/or HST as applicable will be shown separately.

CERTIFIED BID DEPOSIT

Each bidder will provide a certified bid deposit cheque with their quote in the amount of 10% of bid as directed by the Chief Building Official.

Prior to the release of the final payment certificate and the bid deposit, the Contractor shall sign an affidavit confirming that all subcontractors and suppliers associated with the Contract have been paid in full.

HEALTH & SAFETY

Upon successfully obtaining the bid; completion of Township of South-West Oxford Health & Safety Procedure #25 – “Contractor’s Responsibilities & Duties – Tendered”, available on our website www.swox.org under tenders is mandatory.

Procedure #25

REVIEW/EVALUATION

Submissions received in response to the RFT will be evaluated based on the following criteria, but not necessarily in this order of priority.

- Overall impression of Tender;
- Respondent qualifications;
- Experience;
- Proposed approach;
- Professional fees.

Tenders will be evaluated by the fees in conjunction with timing, experience and reference and the lowest bid may not necessarily be selected.

Upon selection of the finalist, the Township may, if necessary, begin scope clarifications, draft contract revisions, and final price negotiations in order to comply with the budget set out for this activity. Should the negotiations fail to result in an executed contract with the preferred respondent, the Township of South West Oxford may, in its sole discretion, elect to terminate negotiations with the preferred respondent and begin negotiations with the second most preferred respondent (and so on) or cancel the procurement process. Prior to commencing any work, the successful respondent will be required to enter into a contract with the Township, the form of the contract as per Section VII. Price adjustments to reflect process and/or scope modifications may be negotiated after selection by the Township.

On completion of the project, the Chief Building Official shall complete a performance evaluation of the work completed. The performance evaluation shall determine whether the vendor, contractor or consultant will:

- a) Be allowed to renew with the Township;
- b) Be placed on a probationary list for a minimum of two (2) years during which time they shall be permitted to bid or propose work for the Township with the understanding that the work be closely monitored; or
- c) Be prohibited from bidding on any contracts with the Township during a three (3) year period, followed by a one-year probationary period after reinstatement as per Section 23 of the Township Purchasing Policy (By-Law 56-2015)
- d) The Township reserves the right to conduct performance evaluations at any time during the work process.

****NOTE****

The Township of South West Oxford reserves the right to cancel this RFT at anytime for any reason, prior to an official contract/agreement being signed.

Township of South West Oxford
Generator Service

Breakdown of Costs:

ALL BUILDING MEASUREMENTS ARE THE RESPONSIBILITY OF THE BIDDER AND WILL NOT BE PROVIDED

Mt. Elgin Community Hall “only” (to be installed and billed in 2020)

Supply and install 48 Kw 208 volt Natural Gas Generator at side of building beside Fence at end of driveway to supply entire building with backup power in case of total power outage.....	\$ _____
Supply and install 400 amp auto transfer switch in service room and all necessary wiring to accommodate the Generator	\$ _____
Supply and Install new 400 amp panel in electrical room beside existing panel C	\$ _____
Supply and install wiring to run from generator location to switch as Necessary.....	\$ _____
Supply and install all necessary piping for connection to natural gas	\$ _____
Supply and install concrete pad to accommodate generator	
Install two bollards at corners of generator on driveway side.....	\$ _____
Acquire all necessary permits	\$ _____
H.S.T. Harmonized Sales Tax	\$ _____

All pipes, wires, and hardware required to be removed and reinstated during the installation shall be included in the unit prices of the section where removal was required
When complete worksite must be free of debris and in a clean condition.

TOTAL ESTIMATED COST TO SUPPLY and INSTALL \$ _____

Township of South West Oxford
Generator Service

Township Office “only” (To be installed and billed in 2021)

Supply and install 30 Kw 208 volt Natural Gas Generator at south side of Building between building and parking area to supply entire building with backup power in case of total power outage	\$ _____
Supply and install 400 amp auto transfer switch in electrical room and all necessary wiring to accommodate Generator	\$ _____
Supply and install all necessary piping for connection to natural gas	\$ _____
Supply and install concrete pad to accommodate generator	\$ _____
Install two bollards at outside corners of generator	\$ _____
Acquire all necessary permits	\$ _____
H.S.T. (Harmonized Sales Tax)	\$ _____

Start up and commission generator. All pipes, wires, and hardware required to be removed and reinstated during the installation shall be included in the unit prices of the section where removal was required

When complete worksite must be free of debris and in a clean condition.

TOTAL ESTIMATED COST TO SUPPLY and INSTALL \$ _____

THE TOWNSHIP OF SOUTH WEST OXFORD AGREEMENT

BETWEEN: The Township of South West Oxford
(Hereinafter referred to as “the Township”)
OF THE FIRST PART

AND: *Name of Firm* _____
(Hereinafter referred to as “the Consultant”)
OF THE SECOND PART

WHEREAS authority is given under the *Municipal Act* for the Council of the Township of South West Oxford to engage in contracts for the purpose of providing services;

AND WHEREAS the Council of the Township of South West Oxford is desirous of engaging **NAME OF FIRM** to undertake *an Installation of generators*;

NOW THEREFORE the Township and the Consultant hereby agree to the following terms and conditions:

1. The Consultant will provide the services/scope and undertake the work as set out in the Request for Tenders for the project (attached hereto as Schedule ‘A’) and as described in the Tender submitted by the Consultant and dated **INSERT DATE** (attached hereto as Schedule ‘B’), all documents forming part of this Agreement.
2. The Consultant represents and warrants that the performance of this Agreement will not conflict with any other contract to which it is bound and, while performing this Agreement it will not engage in any consulting services or employment or enter into any agreement in conflict with this Agreement. The Consultant agrees to disclose potential conflicts of interest that may arise during the term of this Agreement.
3. The Consultant shall not assign or sublet the whole or any part of this Agreement without the prior written consent of the Township, unless the use of subcontractors is expressly stated in the Tender submitted by the Consultant and accepted by the Township.
4. The Consultant acknowledges that while performing the services under this Agreement, that it is not an employee of the Township of South West Oxford, and as such shall be responsible for the payment of all expenses required by law,

Township of South West Oxford
Generator Service

- including, but not necessarily limited to, Employment Insurance premiums, Income Tax, Canada Pension Plan contributions, etc., failing which the Consultant shall reimburse the Township for any expenses it may have to pay as a result of the Consultant neglecting to do so.
5. The Township agrees to pay the Consultant the professional fees and associated disbursements for the preparation of a **INSERT PROJECT** to an upset limit of **\$XXXX**, exclusive of HST. Any additional expenditures or disbursements shall not be incurred without the prior expressed written approval of the Township. Disbursements will be charged as per the actual costs incurred.
 6. The bid process is being carried out as outlined in the Township's purchasing policy. A copy of the policy is available on the Township website or can be requested by contacting Township Treasure Diane Larder at dlarder@swox.org
 7. The Consultant will invoice the Township for work that has been completed at key intervals as determined by the parties. Such invoices shall include a detailed description of the tasks included therein, in conformity with the approved work plan, and shall contain a list of the disbursements and applicable taxes. The Township hereby agrees to pay the invoices in a timely fashion.
 8. In the event of any dispute with respect to the payment of the invoices which cannot otherwise be resolved between the Consultant and the Township, the Consultant and the Township hereby agree to submit the matter to an impartial arbitrator under the *Arbitrations Act*, whose decision shall be final and binding. In the event that a matter is referred to an arbiter under this Article, the parties agree to equally share the cost of the arbiter and any related expenses.
 9. The Consultant will cooperate with the Townships auditor with respect to any financial matters involving business between the Consultant and the Township.
 10. The Consultant shall, at all times during the term of this Agreement, maintain not less than \$5,000,000 in liability insurance, with the Township as a named insured. A copy of the insurance policy shall be filed with the Township upon the commencement of the Agreement and the Township shall be advised immediately of any change in status in the insurance coverage required pursuant to this Article.
 11. All information collected by the Consultant in the performance of the services described herein shall be considered to be the property of the Township and shall be surrendered to the Township immediately upon request for same. It is understood that in the collection of any information, that the Consultant will have proper regard for the *Municipal Freedom of Information and Protection of Privacy Act*, and that the disclosure of any information collected will be pursuant to the

Township of South West Oxford
Generator Service

requirements of the legislation as embodied in the procedures set out by the Township.

12. This Agreement shall be effective from the date of its signing thereof and the terms of this Agreement shall remain in force and effect until the project is completed, unless otherwise amended in writing and agreed to by both the Township and the Consultant.
13. This Agreement shall be subject to the applicable laws of Canada and Ontario.

CONTRACTOR

Owner

THE TOWNSHIP OF SOUTH WEST OXFORD

David Mayberry, Mayor

CAO and/or Julie Forth, Clerk

“I/We have the authority to bind the Corporation”



TOWNSHIP OF SOUTH – WEST OXFORD
HEALTH AND SAFETY

SUBJECT: Contractor's Responsibilities & Duties - Quotes & RFP's	Procedure No.: 25	Page 1 of 6
--	-------------------	-------------

CONTRACTORS

PURPOSE:

1. To ensure that safety rules and regulations are followed.
2. To ensure the safety of employees.
3. To safeguard the assets of the Township.

APPLICATIONS AND PROCEDURES:

Prior to signing an agreement with an outside contractor, the representative of Township will:

1. Ensure that documents on "Contractors Safety Practices" have been signed.
2. Contractors are expected to know, understand and carry out their safety responsibility while at all Township facilities as indicated by signature on the "Contractors Safety Practices" document.
3. Receive a copy of the Certificate of Insurance (Liability Coverage) and/or the W.S.I.B. Clearance Certificate.

DEFINITION

Contractor: a person or company that undertakes a contract to provide materials or labor to perform a service or do a job.

GENERAL REQUIREMENTS

1. All contractors in each trade must show proof of good standing according to the Workplace Safety and Insurance Act of Ontario.
2. No work shall commence on Township property until the contractor and the department initiating the order has signed a "Township General Safety Work Permit". The contractor will attend a meeting before starting work.
3. The contractor must notify the department manager/supervisor before any work is started and clearance is obtained.
4. Contractors' employees must not go into any other area than that where they are working. Workers using the lunch room and toilet facilities must remain in the marked aisles and take the most direct route.
5. Contractor's employees are not allowed on the premises of The Township, under the influence of alcohol or incapacitating drugs or medication, nor are such substances to be brought onto the premises.
6. Contractors' employees must not ride in, or on any material handling equipment unless a specific request has been submitted and approved by appropriate The Township management.

Approved By:	JHSC	ISSUE DATE: June 6, 2006	REVISION DATE May 30, 2007
--------------	------	-----------------------------	-------------------------------



TOWNSHIP OF SOUTH – WEST OXFORD
HEALTH AND SAFETY

SUBJECT: Contractor's Responsibilities & Duties - Quotes & RFP's	Procedure No.: 25	Page 2 of 6
--	-------------------	-------------

7. All Township regulatory signs must be observed and adhered to, as well as specific direction given by Township personnel.
8. Tools and material must not be left overhead at any time. Frequent thorough inspections must be carried out and documented to prevent the hazard of falling objects.
9. Personnel must always be on the alert for the movement of lift trucks.
10. Under no circumstances are contractors to use a designated substance as defined by Ontario Ministry of Labour without the prior written consent of the Township.
11. All equipment used must have appropriate guarding.
12. In case of a fire or any emergency contact a Township Manager/Supervisor.
13. All electrically powered tools and equipment must be adequately grounded, as per CSA standards.

At no time is the contractor to sub-contact any work without the written permission of the Employer. Should this occur without the written permission of the Employer, the contract may be cancelled or a financial penalty applied.

HOTWORK REQUIREMENTS:

1. Contractors are to provide their own "Fire Watch" personnel during all welding, burning process. At least (2) 10 lb. ABC Dry Chemical Extinguishers and a fire blanket must be made available in the immediate area where such process is taking place.
2. Oxygen, acetylene or other similar types of cylinders are not to be left free standing. They must be kept in upright position and chained or leashed to prevent upsetting. Caps must be in place when cylinders are not in actual use. When the cylinders not attached to the gauges a firewall or at least 25 feet must separate acetylene and oxygen
3. During and after welding or cutting operations, a close watch for fire must be observed. The area shall not be vacated until all sparks or smouldering material has been extinguished. All combustible material must be removed from the welding or burning area or covered with fire blankets.
4. Roofing contractors will provide a minimum of (1) 20-lb. dry chemical extinguisher at the tar pot location and (1) 20 lb. dry chemical extinguisher at the site of application. Tar pots must not be located within 10 feet of any building or combustible material.
5. Access to all locations of the Township must be maintained for emergency vehicles.

Approved By:	JHSC	ISSUE DATE: June 6, 2006	REVISION DATE May 30, 2007
--------------	------	-----------------------------	-------------------------------



TOWNSHIP OF SOUTH – WEST OXFORD
HEALTH AND SAFETY

SUBJECT: Contractor's Responsibilities & Duties - Quotes & RFP's	Procedure No.: 25	Page 3 of 6
--	-------------------	-------------

LOCKOUT REQUIREMENTS:

1. Contractors must notify Manager/Supervisor of equipment requiring isolation.
2. Before any work is performed, all sources of energy, and/or motions (including, but not necessarily limited to, electrical, mechanical, steam, gas, air hydraulic, etc.) must be made safe and locked out by contractors.
3. The standard method of isolating equipment against operation shall be a tag and padlock by the contractor and company personnel.
4. All locks must be identified with the name of the lock owner, and that of his firm and date and time of the lock being installed.

PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING

1. Contractors will supply their own protective breathing apparatus where required, and ensure that their employees are trained in such equipment.
2. All contractors' employees must wear CSA approved; (Green Patched) safety footwear and appropriate eye protection must be worn. Hard Hats are to be worn according to the work being performed.
3. Where a workman is working 3 meters or more above floor surface, approved safety lines and harnesses must be used, and/or approved secured platform which would prevent one from accidentally falling.
4. Proper personal protective equipment depends upon the nature of the exposure. This may range from chemical eye and face protection, gloves and safety footwear, to complete body covering. If there is the potential of exposure to a toxic substance or a lack of oxygen, appropriate fresh air breathing apparatus shall be provided and used by competent trained employees.

SERVICES:

1. If it is necessary to disrupt any services for construction or installation purposes, prior notice must be given to the Township Manager/Supervisor.
2. Qualified workmen must make connections to and disconnection of Township services.

OVERHEAD CRANES AND CRANE RUNWAYS & HOISTS:

1. Under no circumstances is anyone permitted to work or walk on a crane or crane runway, or work in the path of a crane cab, until effective procedures have been established between the contractor and Township personnel for isolation and lock out.
2. Do not, under any circumstances, walk or stand under a suspended load whether moving or stationary.

Approved By:	JHSC	ISSUE DATE: June 6, 2006	REVISION DATE May 30, 2007
--------------	------	-----------------------------	-------------------------------



TOWNSHIP OF SOUTH – WEST OXFORD
HEALTH AND SAFETY

SUBJECT: Contractor's Responsibilities & Duties - Quotes & RFP's	Procedure No.: 25	Page 4 of 6
--	-------------------	-------------

TRAFFIC:

1. All vehicles must be driven with caution and posted signs observed.
2. Trucks, cars or other vehicles are not permitted in existing Township buildings, except for loading or unloading. Private cars must be parked in the appropriate areas unless specific approval has been received the Dept. Head/Supervisor. All vehicles operating on Township property must have lights turned on.
3. Trucks and other vehicles must not be allowed to stand with engine running while in any building or near any entrance to the facility.
4. Mobile cranes and their operators must be licensed as required under provincial legislation.

HOUSEKEEPING:

1. Aisles, walkways and doorways must be kept clear at all times.
2. Contractors are required to maintain working areas in a reasonably clean and tidy condition. Nails in lumber must be removed or clinched. Material must be piled or stacked. The worksite must be cleaned up daily. On completion of the work, the worksite must be cleaned to the satisfaction of Township Manager/Supervisor.
3. Unless specific arrangements to the contrary are made, contractors are expected to arrange for removal of their own refuse.

HAZARDOUS MATERIALS:

1. All contractors and their employees shall handle potential hazardous material in a manner so as not to cause injury or overexposure. Contractor's employees must be informed on the safe handling procedures of materials with which they will be working.
2. Hazardous material must be handled according to the Federal Department of Labour and the Provincial Ministry of Environment guidelines.

Communication:

The responsibilities for Health & Safety will be communicated by Manager/Supervisor through issuing of this program to all contractor(s). This is to be issued yearly to all contractors that are expected to do work for the Township during the year.

Training:

Training is the responsibility of the individual contractor(s).

Evaluation:

The program may be evaluated through Health and Safety quizzes conducted periodically on the employees of the contractor (s).

Approved By:	JHSC	ISSUE DATE: June 6, 2006	REVISION DATE May 30, 2007
--------------	------	-----------------------------	-------------------------------



TOWNSHIP OF SOUTH – WEST OXFORD
HEALTH AND SAFETY

Table with 3 columns: SUBJECT: Contractor's Responsibilities & Duties - Quotes & RFP's, Procedure No.: 25, Page 5 of 6

CONTRACTOR'S GENERAL SAFETY WORK PERMIT

Form with fields for Contractor, Address, Representative, Phone #, Contractor Certificate of Insurance Received?, and Scope of Work.

At no time is the contractor to sub-contact any work without the written permission of the employer – should this occur without the written permission of the Employer the contract may be cancelled or a financial penalty will be applied.

The documentation has been forwarded to the contractor representatives. The contractor has reviewed the safety requirements and agrees to abide by the conditions. The contractor has confirmed that their employees have been instructed in compliance to "The Occupational Health And Safety Act" and its regulations, specific codes applicable to their work, and the safety regulations of the Township will be complied with by their employees and supervisory staff. (It is the sole responsibility of the contractor to ensure compliance of these requirements. Attached is a copy of certificate of insurance (\$2,000,000.00/\$5,000,000.00 liability insurance and/or the W.S.I.B. certificate of clearance.).

Contractor Representative Signature

DATE SIGNED: Work Start Date:

FAILURE TO COMPLY WITH THESE REQUIREMENTS BY THE CONTRACTORS EMPLOYEES WILL LEAD TO THE EMPLOYEE (S) BEING REQUIRED TO LEAVE THE PREMISES. FAILURE TO ABIDE BY THIS AGREEMENT COULD LEAD TO IMMEDIATE SUSPENSION OF THE CONTRACT OR A FINANCIAL PENALTY BEING APPLIED.

Table with 4 columns: Approved By: JHSC, ISSUE DATE: June 6, 2006, REVISION DATE: May 30, 2007



TOWNSHIP OF SOUTH – WEST OXFORD
HEALTH AND SAFETY

Table with 3 columns: SUBJECT: Contractor's Responsibilities & Duties - Quotes & RFP's, Procedure No.: 25, Page 6 of 6

Contractors – Quotes

Project Name: _____

Occupational Health & Safety Regulations

The Contractor hereby agrees to abide by the Occupational Health and Safety Act and its applicable Regulations and demonstrate the establishment and maintenance of a health and safety program, with objectives and standards and will provide qualified workers and meet all applicable legislation, as well as the Township's health & safety policy and procedures and to be held accountable for his/her health and safety performance.

The Contractor shall indemnify and hold harmless the Township of South – West Oxford for all fines and legal fees resulting from his/her activities which are in contravention of the Act. This shall include any fines against the municipality and legal fees defending those fines which are imposed as a result of the Contractors' activities.

The Corporation may deduct any amount under this paragraph from any monies that may be due or payable to the Contractor on any account whatsoever. The Liquidated Damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Corporation.

Traffic Provision and Control (if applicable)

The Contractor shall, at his/her own expense, develop in writing and implement a traffic protection plan, erect and maintain signs, barricades and lights as required, to ensure safety to the workers and to the public and the smooth flow of traffic at the Construction Site.

The Contractor to supply necessary signs and posts, and all lights and barricades required; also trained traffic control person(s), if required.

Company Name

Date

Signature of Company Representative

Print Name Form – A 103

Table with 4 columns: Approved By: JHSC, ISSUE DATE: June 6, 2006, REVISION DATE: May 30, 2007