

CORPORATION OF THE  
TOWNSHIP OF SOUTH-WEST OXFORD



**BY-LAW NO. 56-2015**

**BEING A BY-LAW TO ADOPT PURCHASING  
POLICY AND TO REPEAL BY-LAW NO. 31-2004**

**BEING A BY-LAW TO ADOPT POLICIES TO GOVERN THE PURCHASING OF  
GOODS AND SERVICES BY THE CORPORATION OF THE TOWNSHIP OF  
SOUTH-WEST OXFORD.**

**WHEREAS** Section 5 of the Municipal Act, S.O. 2001, c.25 as amended, states that the powers of the Municipal Council shall be exercised by By-Law, unless the municipality is specifically authorized to do otherwise.

**AND WHEREAS** Section 270 (1) of the Municipal Act, S.O. 2001, c.25 as amended, states that a municipality shall adopt and maintain policies with respect to its procurement of goods and services;

**AND WHEREAS** purchases made by the Township of South-West Oxford should reflect best value for the tax payer, protect the corporation's financial interests and encourage competitive bidding.

**AND WHEREAS** Section 286 (1) of the Municipal Act, S.O. 2001, c.25 provides that the Treasurer is responsible for handling all of the financial affairs of the municipality on behalf of and in the manner directed by the council of the municipality;

**AND WHEREAS** The Corporation of The Township of South-West Oxford is committed to ensuring its procurement discussions are fair, open and transparent;

**AND WHEREAS** S.270(1) states that a municipality shall adopt and maintain policies with respect to the manner in which the municipality will try to ensure that it is accountable to the public for its actions, and the manner in which the municipality will try to ensure that its actions are transparent to the public.

**NOW THEREFORE** the Council of the Corporation of the Township of South-West Oxford ENACTS AS FOLLOWS:

1. That the Council of the Corporation of the Township of South-West Oxford hereby adopts the Purchasing Policy for the Township of South-West Oxford attached hereto and marked as Schedule "A" to this By-Law.
2. That the Council of the Corporation of the Township of South-West Oxford hereby adopts the Purchasing Procedures for the Township of South-West Oxford attached hereto and marked as Schedule "B" to this By-Law.
3. That the effective date of this by-law shall be the date of the final passing thereof.

**READ A FIRST AND SECOND TIME THIS 6<sup>th</sup> day of OCTOBER, 2015.**

**READ A THIRD TIME AND FINALLY PASSED TIME THIS 6<sup>th</sup> day of OCTOBER, 2015.**

*Original signed by*

*Original signed by*

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**MAYOR  
DAVID MAYBERRY**

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**CLERK  
LISA VANDERWALLEN**

**APPROVED**

TOWNSHIP OF SOUTH-WEST OXFORD  
BY-LAW NO. 56-2015  
SCHEDULE "A"



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**1.0**    **Purpose**

The Municipal Act, 2001, (the “Act”) requires that all municipalities adopt and maintain a policy with respect to its procurement of goods and services. This policy provides direction to staff and information to the public about the process that will be followed with respect to the procurement of goods and services by the Township with uniformity. This policy has been developed to comply with the provisions of Section 270 of the Act.

## **2.0 Objective**

2.1 The objective of this policy is to set out guidelines for the municipality to obtain the best value when purchasing goods, or contracting services for the Corporation of the Township of South-West Oxford (hereinafter known as “Township”).

2.2 The guiding principle is that procurement decisions will be made using a competitive process that is open, transparent and fair.

2.3 The Township encourages innovation and the use of technology which meets the Township’s specifications and industry standards in order to ensure the utilization of the most efficient and effective procurement processes and practices.

2.4 The purchasing policy will promote and maintain the integrity of the purchasing process and protect Council, vendors and staff involved in the process by providing clear direction and accountabilities.

## **3.0 Definitions**

The following terms shall have the meaning indicated:

“Blanket Order” shall mean the agreement wherein a vendor will sell certain items to the Township for an agreed period of time with established terms and conditions.

“Bid” shall mean a submission from a prospective vendor in response to a request for the purpose of goods or services issued by the Township.

“Bid Deposit” shall mean a financial guarantee to ensure the successful bidder will enter into an agreement.

“CAO” shall mean Chief Administrator Officer.

“Committee” shall mean a committee as designated by the Council of The Corporation of the Township of South-West Oxford.

“Council” shall mean the Municipal Council of The Corporation of the Township of South-West Oxford.

“Corporation” shall mean The Corporation of the Township of South-West Oxford.

“Designate” shall mean a person designated by a Department Manager to exercise any or all responsibilities of the Department Manager with respect to this policy.

“Emergency Purchase” shall mean a purchase made in a crisis situation where immediate action is required to prevent the possible loss of life or property.

“Formal” shall mean for a Bid to be issued in writing in a sealed bid package, by a predetermined time.

“Department Manager” shall mean a head of a department operating within the Township of South-West Oxford, including Treasurer, Clerk, Chief Administrator Officer, Works Superintendent, Fire Chief, the Chief Building Official, the Emergency Management Coordinator.

“Generic” shall mean that no specific brand or name shall be included as part of the specifications unless such a brand or name is required to identify the intent of a purchase, order or proposal.

“Informal” shall mean a competitive bid process for goods or services that is conveyed and received from bidders in a printed format by e-mail, mail or fax. The Bid may or may not be published.

“Sealed bids” shall mean bids submitted in a sealed envelope to a specified location, by a specified date.

“Services” includes items such as telephone, gas, water, hydro, janitorial and cleaning services, consultant services, legal surveys, medical and related services, insurance, leases for grounds, building, office or other space required by the Corporation and the rental, repair or maintenance of equipment, machinery, or other personal and real property.

“Supplies” includes goods, wares, merchandise, material and equipment.

“Tender” means, an offer from a Bidder to provide Goods/Services in response to a RFT, the acceptance of which will result in the formation of a binding Contract between the Township and the Bidder.

“Township” shall mean The Corporation of the Township of South-West Oxford.

“Vendor” shall mean any person or enterprise supplying goods or services to the Corporation of the Township of South-West Oxford.

#### **4.0 Responsibilities**

4.1 The Department Manager shall be responsible for approval of accounts within the approved budget for such division or any amendment to same as approved by Council. Unspecified capital expenditures in the annual estimates require prior Council approval by resolution.

4.2 Resolutions approving budget amendments, capital expenditures or special appropriations shall contain the purpose of expenditure, cost estimates or expenditure limitation, and the fund in which an appropriation will be provided. All staff reports recommending such resolutions shall contain the Department Manager’s recommendation.

4.3 A Department Head may appoint a designate to exercise any or all responsibilities assigned to that Department Manager by this policy.

#### **5.0 General Provisions**

5.1 The Treasurer has ultimate authority for all expenditures. Council delegates this authority by the authorization of budgets or by by-law or by specific amending resolution. No payment may be made for any item that has not been authorized by Council through budget appropriation or specific resolution. This purchasing policy provides guidelines outlining how spending authority is to be used.

5.2 The Department Manager shall be authorized to make small order purchases of goods and services up to an amount of \$10,000 from such vendor and upon such terms and conditions as he/she deems appropriate

5.3 No purchase of goods and/or services shall be authorized unless it is in compliance with this Policy. Goods and/or services that are obtained without following the provisions of this Policy will not be accepted, and any invoices received may not be processed for payment.

5.4 This Policy will be reviewed and revised on a periodic basis. It is anticipated that reviews will be conducted every five (5) years or more frequently as required.

5.5 In accordance with S2.5(1) of Ontario Regulation 191/11 under the Accessibility for Ontarians with Disabilities Act, 2005 S.O.2005.c.11. (AODA), the Township shall

consider accessibility criteria and features when procuring or acquiring goods, services, or facilities, except where it is not practicable to do so. In which case, an explanation will be provided upon request.

5.6 The purchase of environmentally responsible products and services may be given preference during the evaluation stage of a submission where the tender/proposal document either directly calls for “green” products or where “green” products may be priced as an option. Environmentally preferable products and services have characteristics that include but are not limited to the following use: recycled materials; are durable, reusable or are designed to be recycled; contain post-consumer recycled material; reduce waste and make efficient use of resources, including energy; have a long service life and/or can be economically and effectively repaired or upgraded; produce fewer polluting by-products and/or safety hazards during the manufacturing, and/or are certified by an independent accredited organization; and/or services that use environmentally responsible practices.

5.7 The Township’s standard insurance form, Policy #25 (found on the Township’s website) must be completed and forwarded for review. WSIB Certificates of Clearance must be submitted to Accounts Payable at the commencement of the project and periodically as the work is completed and before the final payment is released.

5.8 When the preferred bid exceeds the approved budget appropriation by 10% of the total project budget, the Department Manager shall submit a report to Council for direction and authorizing resolution.

5.9 The Department Manager will submit a report to Council, with a complete summary of the bids and recommend award of the contract based on the various purchasing process.

## **6.0 Irregular Result**

6.1 The Department Manager shall submit a report to Council and receive their approval for the award of a bid greater than \$50,000 and if **ANY** of the following conditions apply:

- a. The value of the lowest compliant bid is in excess of the Council approved budget including any contingency allowance;
- b. The specifications of a competitive bid cannot be met by two (2) or more vendors;
- c. The award is not being made to a compliant bidder(s) offering the Best Value to the Township;
- d. Where in the opinion of the Department Manager, the award recommendation is not in the best interest of the Township.

## **7.0 Conflict of Interest**

7.1 No elected official, appointed officer or employee of the Township shall have any pecuniary or controlling interest either direct or indirect in any bid or contract for the supply of goods or services to the Township, unless such pecuniary interest is disclosed by the contractor, bidder or person submitting a formal or informal bid, as the case may be, or unless such pecuniary interest would be exempt under the Municipal Conflict of Interest Act, R.S.O. 1990, C.M.50.

7.2 Bid documents shall include a section that requires and provides for the disclosure of any pecuniary interest prior to submission of the bid. Should a conflict of interest arise after the award of a contract, the conflict shall immediately be disclosed in writing to the Department Manager. Further, all competitive bid documents and agreements shall provide that in the event that a contract is awarded to a person who is not, during the bidding or contracting process, disclosed the pecuniary interest of an elected official, appointed officer or employee of the Township in the contract, the contract may be cancelled at any time by the Township in its entire discretion without damages or penalty.

7.3 In this section, “controlling interest” means the interest that a person has in the corporation when the person beneficially owns, directly or indirectly, or exercises control or direction over, equity shares of the corporation carrying more than ten percent (10%) of the voting rights attached to all equity shares of the corporation for the time being outstanding;

7.4 For the purposes of this section, a person has an indirect pecuniary interest in any competitive bid or agreement entered into by a corporation, if:

- a. The person or his or her nominee is a shareholder in or a Department Manager or senior officer of a corporation that does not offer in securities to the public.
- b. Has a controlling interest in or is a Department Manager or senior officer of a corporation that offers securities to the public.

7.5 For the purposes of this section, an elected official, appointed officer or employee of the Township has an indirect pecuniary interest if the person is a business partner of a person or is in the employment of a person or body that has entered into a tender, proposal, quotation or contract with the Township.

7.6 For the purposes of this section, the pecuniary interest in a tender, proposal, quotation or contract of a parent or spouse or any child of elected official, appointed officer or employee shall, if known to the person, be deemed to be also pecuniary interest of the elected official, appointed officer or employee as the case may be.

#### **8.0 Purchases of \$0 - \$10,000**

8.1 Low Dollar Value Procurements (up to \$10,000) – as per Schedule “A”

8.2 Procurements up to \$10,000 shall be considered low dollar value procurements

8.3 All low dollar value procurements shall utilize applicable Township contracts and shall otherwise be in accordance with this Policy.

8.4 The Department Manager may delegate approval authority to their staff for low dollar value procurements and it is their responsibility to ensure that this Policy is adhered to.

8.5 All information on low dollar value procurements must be documented and maintained on file.

8.6 Low dollar value procurements do not require an RFQ, RFP or RFT. Obtaining competitive quotes is considered a good business practice and should be obtained.

#### **9.0 Purchases \$10,000 to \$25, 000**

9.1 Procurements greater than \$10,000 but not exceeding \$25,000 are eligible to be completed through an Informal Bid process. The Department Manager or any employee exercising delegated authority is authorized to award the contract.

9.2 Informal Bids shall be obtained in the following manner:

- a. Three (3) written bids obtained from (3) separate potential vendors;
- b. A “No Bid” response shall not be considered as a valid bid;
- c. All vendors shall receive the same informal quotation written information;
- d. The informal quotation shall be awarded to the lowest compliant bid; and
- e. Documentation on all bids, including but not limited to the prospective bidders list, bid document, bid responses and decision making rationale shall be retained in the Document Management system in accordance with Council approved by-laws for records retention.

9.3 Staff is encouraged to seek three (3) bids to ensure a more competitive process. If staff has exhausted all efforts to obtain three (3) bids and can support this

documented evidence under Section 9.2 e, a minimum of two (2) written bids is acceptable.

9.4 Exclusions: Single item small capital projects or purchases including those of complex specifications or requirements must be issued in a formal bid document. (Example: the purchase of a new vehicle).

**10.0 Request for Quotation (RFQ) (Greater than \$25,000 to \$50,000)**

10.1 The Department Manager shall be authorized to make Quotation Purchases for goods and services for estimated expenditures exceeding \$25,000 and less than \$50,000 without requesting and obtaining sealed tenders for the goods and services unless specifically directed to do so by a resolution of Council for a particular transaction.

10.2 At least three (3) bids must be obtained whenever possible.

10.3 The Department Manager shall review the bid and verify that all terms, conditions and specifications of the bid are met.

10.4 The Township reserves the right in its absolute sole discretion to accept or reject any submission.

**11.0 Request for Tender (RFT) (Greater than \$50,000)**

11.1 RFT procedures shall be used where:

- a. The total cost is expected to be greater than \$50,000;
- b. The requirement can be fully defined; and
- c. Best value for the Township can be achieved by an award selection made on the basis of the lowest bid that meets all terms, conditions and specifications.

11.2 Awards under the RFT process require the following approval:

- a. Township Council must approve award of tenders greater than \$50,000
- b. Township Council must approve award of contracts when a tender result is irregular as per Section 6.0

11.3 The Department Manager shall obtain three (3) bids whenever possible.

11.4 Notwithstanding the above, adherence to this purchasing policy is not required with respect to those items listed below, or to a transaction specifically authorized by resolution of Council to be exempt from this tendering policy.

- a. Purchases for supply and placement of road material throughout the Township in excess of \$50,000 but not exceeding \$100,000 when clearly identified in the budget.
- b. Purchases for consulting services for a program where services (ie. Bridge inspection/evaluation) have been awarded to a consulting firm on an on-going basis when clearly identified in the budget.
- c. Purchase of replacement parts where the original equipment manufacturer (OEM) is the sole provider of that equipment (ie. Transmission for Champion road grader).
- d. Single source supply.

11.5 The Department Manager shall be responsible for arranging for the public opening of tender submissions at the time and date specified by the tender call. There shall be in attendance at that time:

- a. Department Manager or designate; and
- b. The Clerk
- c. At least one other representative of the Township



If any one of these positions is not available, the Treasurer or delegate may act on their behalf.

11.6 The Department Manager shall complete a summary of the bids and recommend award of the contract to the lowest compliant bidder.

11.7 The Department Manager shall present a recommendation to Council containing the sources of the financing, allocation of revenues, and other financial commentary as considered appropriate.

11.8 The Township reserves the right in its absolute sole discretion to accept or reject any submission.

## **12.0 Request for Proposal (RFP)**

12.1 An RFP may be issued:

- a. An alternate method
- b. Suitability of the deliverable is dependent upon the knowledge and expertise of a bidder

12.2 The RFP procedure shall be used where:

- a. The requirement is best described in a general performance specification
- b. Innovative solutions are sought
- c. To achieve best value, the award selection will be made on an evaluated point per item or other method involving a combination of mandatory and desirable requirements.

12.3 Awards under the RFP process require the following approval:

- a. The Department Manager or any employee exercising delegated authority approval must approve an RFP award for purchases up to \$50,000.
- b. Council must approve an RFP award for purchases greater than \$50,000
- c. Council must approve an RFP award with an irregular result (see definition in Section 6.0).
- d. Council must approve an RFP award for purchases that are less than \$50,000 but exceeds the approved budget.

12.4 The Department Manager will be the lead in the RFP process. A selection committee will be formed with a minimum of two (2) evaluators that have an interest or expertise in the project and its requirements. The evaluators shall review all compliant proposals against the established criteria, reach consensus on the final rating results, and ensure that the final rating results with supporting documents, are kept in the procurement file.

12.5 The Department Manager shall prepare a report on the sources of financing, allocation of revenues and other financial commentary as considered appropriate for Council.

12.6 Unsuccessful proponents may, upon their request, attend a debriefing session with the Department Manager to review their competitive bid. Any discussions relating to any submissions other than that of the proponent present will be strictly prohibited. This debriefing session is intended to provide general feedback regarding the proponent's rating on various criteria in order to allow the proponent to understand where future improvements might be available.

12.7 The Department Manager shall be responsible for arranging for a public announcement of proponents who submitted a proposal at a time and date outlined in the RFP document. There shall be in attendance at that time:

- a. Department Manager (or delegate)

- b. At least one other representative of the Township

12.8 The Township reserves the right in its absolute sole discretion to accept or reject any submission.

### **13.0 Cooperative Purchasing**

13.1 The Township may join and participate in cooperative purchasing groups, including cooperative purchasing arrangements with other municipalities, agencies, boards, and commissions, where such participation is deemed to be in the best interests of the Township.

13.2 The procurement policies of the governing agencies or public authorities leading the cooperative procurement shall be deemed the accepted policies for that specific procurement.

13.3 The authority to determine whether participation in a cooperative purchasing group is in the best interests of the Township is delegated to the Treasurer and/or their designate.

(Amended by By-law No. 04-2025)

### **14.0 Procurement in Emergencies**

For the purpose of this section, "Emergency" means an event or occurrence that the Department Manager deems as an immediate threat to:

- a. Public Health;
- b. The maintenance of essential Township services or assets; or
- c. The welfare and protection of persons, property, or the environment; and the event or occurrence necessitates the immediate need for goods or services to mitigate the emergency and time does not permit for a competitive procurement process.

In the event of an Emergency the Department Manager and their respective delegates, are authorized to enter into a purchase agreement without the requirement for a formal competitive process.

Where the procurement costs to mitigate the Emergency is anticipated to exceed \$5,000, there must be a notification sent (e-mail contact is acceptable) to the Treasurer or delegate. The steps taken to mitigate the Emergency must always be clearly documented regardless of amount and where the aggregate costs for a single supplier are in excess of \$5,000, the emergency procurement shall be reported by the responsible Department Manager to Council (including the source of financing) at the next scheduled meeting following the event.

### **15.0 Sole Source**

Sole Source is the procurement of Goods and Services that are unique to a particular bidder and cannot be obtained from another source.

The procurement may be conducted using a Sole Source process if the goods and/or services are available from only one supplier by reason of:

- a. Statutory or market based monopoly;
- b. Competition is precluded due to the application of any Act or legislation or because of the existence of patent rights, copyrights, licence, technical secrets or controls of raw material;
- c. The complete item, service, or system is unique to one supplier and no alternative or substitute exists;

### **16.0 Single Source**

Single Source means that there is more than one (1) source of supply in the open market, but only one source is recommended due to predetermined and approved specifications.

The procurement may be conducted using a Single Source process if the goods and/or services are available from more than one source, but there are valid and sufficient reasons for selecting one supplier in particular, if ANY of the following apply:

- a. An attempt to acquire the required goods and/or services by soliciting competitive bids has been made in good faith, but has failed to identify more than one willing and compliant supplier;
- b. The confidential nature of the requirement is such that it would not be in the public interest to solicit bids;
- c. Construction, renovations, repairs, maintenance etc. in respect of a building leased by the Township may only be done by the lessee of the building, in accordance with a lease agreement.
- d. There is a need for compatibility with goods and/or services previously acquired or the required goods and/or services will be additional to similar goods and/or services being supplied under an existing contract (ie. contract extension or renewal);
- e. The required goods and/or services are to be supplied by a particular vendor(s) having special knowledge, skills, expertise or experience.
- f. The goods are purchased under circumstances which are exceptionally advantageous to the Township, such as in the case of a receivership or bankruptcy;
- g. It is advantageous to the Township to acquire the goods or services from a vendor pursuant to the procurement process conducted by another public body;
- h. It is advantageous to the Township to acquire the goods or services directly from another public body or public service body;
- i. Another organization is funding or substantially funding the acquisition and has determined the vendor, and the terms and conditions of the commitment into which the Township will enter are acceptable to the Township;
- j. The acquisition is for a particular brand of goods or services that are intended solely for resale to the public and no other brand is desirable and the brand is not available for any other source; or
- k. Where due to abnormal market conditions, the goods, services or construction required are in short supply.

#### **17.0 Sole Source and Single Source – Approval and Reporting**

- a. Awards which qualify to be considered as a Single Source or Sole Source process require the following approval:
  - i. The Department Manager may approve an award not exceeding \$25,000
  - ii. The Department Manager is responsible for submitting a report to council detailing the rationale supporting their decision; Council must approve by resolution an award greater than \$25,000 unless otherwise permitted by this Policy.

#### **18.0 Blanket Purchase Orders**

18.1 A Request for a Blanket Purchase Order may be used where:

- a. One (1) or more municipalities repetitively order the same goods or services and the actual demand is not known in advance; and
- b. A need is anticipated for a range of goods and/or services for a specific purpose, but the actual demand is not known at the outset, and delivery is to be made when a requirement arises.

18.2 Department Manager shall establish and maintain Blanket Purchase Orders that define source and price with selected vendors for all frequently used goods or services.

18.3 To establish prices and selected sources, Department Managers shall employ the provisions contained in this Policy for the acquisition of (goods and/or services and construction labour and materials).

18.4 More than one (1) vendor may be selected for the supply of goods or services where it is in the best interest of the Township.

18.5 Where procurement action is initiated by a Department Manager for frequently used goods or services to be purchased over the time period of the agreement will be as accurate an estimate as practical and be based, to the extent possible on previous usage adjusted for any known factors that may change usage.

### **19.0 Purchase of Used Fleet Equipment**

19.1 The Works Superintendent is authorized to purchase used fleet equipment that is sold by other municipalities by private sale or public auction; sold through a vendor licensed to sell used equipment; by sealed bid; or by negotiation providing that;

- a. The equipment meet or exceeds the departmental equipment requirements;
- b. It is documented that it is fiscally responsible to purchase a used piece of equipment rather than purchasing new;
- c. If the total expenditure per piece of equipment exceeds \$50,000, a report will go before Council for approval.

### **20.0 Bids**

- a. Unless otherwise specified in the bid document, bids shall be accepted in paper form and date specified by the bid.
- b. The closing time shall be clearly stated in the bid documents.
- c. The opening of bids shall commence shortly after the bid closing time, unless the Department Manager acting reasonably postpones the start to some later time, but the opening shall continue, once started, until the last bid is opened.
- d. Bids received later than the specified closing time shall be returned unopened to the bidder. The official time is the time/date stamp located at the Front desk of the Township Office.
- e. A bidder who has already submitted a bid may submit a further bid at any time up to the official closing time and date specified by the bid document. The last bid received shall supersede and invalidate all bids previously submitted by the same bidder.
- f. A bid may be withdrawn at any time up to the official closing time by letter bearing the same signature as in the bid submitted to the Department Manager or Clerk.
- g. A bid document requiring an appropriate bid deposit shall be void if such security is not received, and if no other bid is valid, the Department Manager shall direct the action to be taken with respect to the reissuing of bids.
- h. All bidders shall supply a list of all subcontractors to be employed on a project. Any changes to the list of subcontractors or addition thereto after the closing time must be approved by the Department Manager.

### **21.0 Bid Deposits**

21.1 Bid deposits shall be required to accompany all bid submissions for the following circumstances:

- a. All bids for municipal construction projects in excess of \$50,000
- b. Special contracts or scope of work deemed appropriate by the Department Manager.

- 21.2 Bid deposits shall be set by the Department Manager and shall be no less than 10% of the estimated value of the work prior.
- 21.3 A bid deposit shall be provided in one of the following formats as specified as per the purchasing process:
- a. A bid bond or an agreement to bond issued by a bonding agency currently licensed to operate in the Province of Ontario naming The Corporation of the Township of South-West Oxford.
  - b. A certified cheque made payable to The Corporation of the Township of South-West Oxford.
  - c. An irrevocable letter of credit naming The Corporation of the Township of South-West Oxford as the beneficiary.
- 21.4 The Township does not pay interest on any bid deposits
- 21.5 All bid deposits must be original documentation, signed and sealed as appropriate and must be submitted/received prior to the tender close date. No faxed or photocopies will be accepted.
- 21.6 The Township is authorized to cash and deposit any bid deposit in the Township's possession that is forfeited as a result of non-compliance with any of the items, conditions and/or specifications of a sealed bid.
- 21.7 The Bidder will enter into an agreement within a specified amount of time.
- 21.8 The Bidder will provide the specified security as required
- 21.9 The Bidder will provide additional documentation as noted in the bid document.
- 21.10 If a bidder awarded a contract does not oblige to 20.7, 20.8, 20.9 within three (3) weeks or by the time specified in the bid document and the Township is required to issue another bid document, the bid deposit is forfeited.
- 21.11 All bid deposits with the exception of the two (2) lowest bids are to be returned to the bidders within ten (10) days after bid closing unless some anomalies are found in the analysis of the two (2) lowest bids in which case the third (3) lowest bid deposit will be retained. The remaining bid deposits will be released after execution of the contract agreement and submission to the Corporation of all documents required for the contact.
- 21.12 All bids must remain in original form received at bid time at the Township.

## **22.0 No Acceptance or Equal Bids**

- a. Where bids are received that exceed budget, are not responsive to the requirement, or do not represent fair market value, a revised competitive bid shall be issued in an effort to obtain an acceptable bid unless Section 22.b applies.
- b. The Department Manager and the Clerk or Treasurer jointly may waive the need for a revised competitive bid and enter into negotiations with the lowest responsive bidder, or the highest responsive bidder for a revenue generating bid selection emanating from a competitive bid, under the following circumstances:
  - i. The total cost of the lowest responsive bid is in excess of the funds appropriated by Township Council for the project or the highest responsive bid revenue is less than that made in appropriate accounts in Township Council approved divisional estimates; and
  - ii. The Department Manager and Clerk or Treasurer determine that the changes required to achieve an acceptable bid will not change the general nature of the requirement described in the competitive bid

- c. The Township reserves the right in its absolute and sole discretion to cease negotiations and reject any offer.
- d. In the unlikely event that two (2) or more compliant equal bids are submitted during a bid process, the Department Manager will offer an opportunity for bidders to re-bid by restarting the process from the start. Should a tie persist, the following factors will be considered:
  - i. Payment discount;
  - ii. When delivery is an important factor, the bidder offering the best delivery date is given preference;
  - iii. A bidder in a position to offer better after sales service, with a good record in this regard shall be given preference;
  - iv. A bidder with an overall satisfactory performance record shall be given preference over a bidder known to have an unsatisfactory performance record or no previous experience with the Township; and,
  - v. If the considerations above do not break the tie, equal bidders shall draw straws in no preferential order held by the Department Manager or delegate and witnessed by the Clerk or Treasurer. The bidder who draws the longest straw will be the winner and thus breaking the tie.

### **23.0 Only One Bid Received**

- a. In the event only one bid is received in response to a bid, the Department Manager may return the unopened bid to the bidder when, in the opinion of the Department Manager (or delegate) and the Clerk or Treasurer, using criteria, based on the number of bids which might reasonably be expected on a given type of bid, additional bids could be secured. In returning the unopened bid, the Department Manager shall inform the bidder that the Township may be re-issuing the competitive bid at a later date.
- b. In the event that only one bid is received in response to a request for bid, the bid may be opened and evaluation in accordance with the Township's usual procedures when, in the opinion of the Department Manager (or delegate) and the Clerk or Treasurer, the bid should be considered by the Township. If, after evaluation by the Department Manager (or delegate) and the Clerk or Treasurer, the bid is found not to be acceptable, they may follow the procedures set out in Section 22 with necessary modifications.
- c. In the event only one bid is received is found acceptable, it will be awarded as an Irregular Result under Section 6.0.

### **24.0 Exclusion of Bidders Due to Poor Performance**

- a. The CAO may, in consultation with the Township Solicitor, prohibit unsatisfactory suppliers and contractors from bidding on ANY future competitive bids for a time period appropriate with the results of the performance evaluation process as outlined in Section 24.1.
- b. Vendors may also be prohibited from bidding on ANY future contract if they maintain officers, Department Managers, or employees who are also officers, Department Managers, or employers of suppliers who have already been Prohibited from bidding based on the results of the performance evaluation as outlined in Section 24.1 of this Policy.

#### **24.1 Performance Evaluation**

- a. On completion of the project, the Department Manager shall complete a performance evaluation of the work completed.

- b. The performance evaluation shall rate the performance of the vendor, contractor or consultant on the standard criteria set out on the project as per the terms and conditions, health & safety violations, etc. The bidder will be made aware of this requirement at the start of the project. Performance issues must be noted in writing with a copy provided to the vendor and a copy provided in the project file.
- c. The performance evaluation shall determine whether a vendor, contractor or consultant will:
  - i. Be allowed to renew a contract with the Township;
  - ii. 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 will be closely monitored; or
  - iii. Be prohibited from bidding on any contracts with the Township during a three (3) year period, followed by a one (1) year probationary period after reinstatement as provided for in Section 24.0.
- d. The Township reserves the right to conduct performance evaluations at any time that it feels the need is warranted.

### **25.0 Exclusion of Bidders in Litigation**

- a. The Township may, in its absolute sole discretion, reject a bid submitted if the bidder, or any officer or Department Managers of the bidder is or has been engaged, either directly or indirectly through another Corporation or personally, in a legal action against the Township, its elected or appointed officers and employees in relation to:
  - i any other contract or services; or,
  - ii any matter arising from the Township's exercise of its powers, duties, or functions.
- b. In determining whether or not to reject a bid under this clause, the Township will consider whether the litigation is likely to affect the bidder's ability to work with the Township, its consultants and representatives, and whether the Township's experience with the bidder indicates that the Township is likely to incur increased staff and legal costs in the administration of the contract if it is awarded to the bidder.

### **26.0 Performance Security**

26.1 Performance security is a guarantee of the full completion of all work as required in the bid document. Acceptable formats for performance security include: Agreement to Bond; Performance Bond; Labour and Materials Bond; Irrevocable Letter of Credit; and Certified Cheque.

Performance Bond and Labour and Material Bond are required for all construction projects exceeding \$100,000 for a minimum of 50% of the bid amount. For all other requirements, The Department Manager shall determine the financial amounts of the performance security.

26.2 Performance security is required for but not limited to construction, renovation, demolition, service contracts (when working on Township property), supply and installation of equipment for expenditures exceeding \$50,000.

26.3 All performance security must be in ORIGINAL FORM, signed, and sealed as applicable. No fax or photocopies will be accepted.

### **27.0 Insurance**

- 27.1 The standard insurance minimums are as follows:
  - \$2 million – general liability policy
  - \$2 million – automobile liability policy

- \$2 million – homeowners (e.g. for rental of facilities)
- \$5 million – general liability and automobile liability policies – for contract work done for most Public Works Department projects
- \$2 million – professional errors and omissions liability.
- Builder's Risk – the amount of the project cost

Bid documents must clearly indicate insurance requirements to be provided by the successful bidder.

27.2 The successful bidder must furnish the Township at his/her cost a "certified copy" of a liability insurance policy covering public liability and property damage for no less than the minimum amounts to the satisfaction of the Township and in force for the entire contract period. The policy must contain:

- a. A "Cross Liability" clause or endorsement
- b. An endorsement certifying that The Corporation of the Township of South-West Oxford and the successful bidder are included as an additional name insured;
- c. An endorsement to the effect that the policy or policies will not be altered, cancelled or allowed to lapse without thirty (30) days prior written notice to the Township.

27.3 Contractor's Liability insurance policy shall not contain any exclusions of liability for damage, etc. to property, building or land arising from:

- a. The removal or weakening of support of any property, building or land whether such support be natural or otherwise;
- b. The use of explosives for blasting
- c. The vibration from pile driving or caisson work, provided that minimum coverage for any such loss or damage shall be \$5,000,000

27.4 All bids must include WSIB Clearance Certificate information as per the Health & Safety Policies of the Township and adhere to policy #25 Contractor's Responsibilities and Duties Form.

## **28.0 Bonding**

Performance, Labour and Material and/or Maintenance Bonds are required for all construction projects exceeding \$100,000 for a minimum of 50% of the bid amount.

## **29.0 Administration**

29.1 No contract purchase shall be divided to avoid any requirements of this policy.

29.2 In all purchases, price shall be the prime selection criteria prior to any special provisions or add/delete calculated into the bid price, providing that all specification requirements are met. Such specifications are to be generic or "as equivalent". All factors influencing the purchasing decision are to be included in the specifications.

29.3 The Township may participate with other units of government, their agencies or public authorities in co-operative purchase ventures when the best interest of the Township will be served. Where such participation is at variance with the Township's purchasing policy, Council shall first authorize any participation.

29.4 Performance evaluations may be undertaken on vendors and providers of service.

29.5 All invoices and accounts from vendors shall be authorized prior to payment. Authorization in the form of signatures of the Department Manager and staff denoting clerical accuracy, budgetary or specific resolution approval and indication that goods and services were received in good order must be in place. These required signatures will be deemed to authorize payment.



29.6 Between the last regular meeting of Council in any year and the adoption of estimates for the next year, the Treasurer is authorized to pay the accounts of any ordinary business transaction of the Municipal Corporation that are required to maintain services. This shall include the payment of accounts or previously approved capital items and projects.

29.7 After the adoption of estimates, the Treasurer is authorized to pay the accounts approved by the appropriate Department Manager and to pay contract accounts upon receipt of evidence of value received and which are approved by the appropriate Department Manager.

29.8 Notwithstanding the provisions of this procedure, the Township shall have the right to reject the lowest or any bid at its absolute discretion. The Township also reserves the right to reissue the bid document in its original format or modified as best suits the requirements of the Township.

29.9 All formal bid document issued must include Schedule B, Purchasing Procedures

29.10 If a consultant (e.g. Architect, engineer) is preparing the bid document, it is the responsibility of the Department Manager hiring the consultant to provide a copy of Form PF-01 to be included with the bid document.

29.11 Schedule B provides all bidders with policy and procedural information on the bidding process. Departments issuing bid documents are required to stipulate within the bid document actual bid submission requirements.

29.12 All formal bid documents must require that the Statement by Bidder is completed in full and signed by an authorized representative of the company submitting the bid. Form PF-01

### **30.0 Retention of Documentation**

All background information, information submitted by vendors and other relevant information involved in obtaining prices for goods and services exceeding \$5,000 shall be retained as per the Records Retention By-Law.

### **31.0 Purchasing Process Review**

The Clerk or select designate may randomly review departmental purchasing related files on an on-going basis to review the effectiveness and integrity of the processes and policy adherence.

### **32.0 Purchasing Procedures**

Purchasing procedures approved by Council are to be used as a guideline and for information on purchasing goods and services in compliance with this policy.

### **33.0 Resolution of Questions**

Any question involving the meaning or application of this Policy is to be submitted to the Treasurer who will resolve the question.

### **34.0 Access to Information**

- a. The disclosure of information received relevant to the issue of bids or the award of contracts emanating from bids shall be made by the appropriate officers in accordance with the provision of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, C.M56 as amended.

All records and information pertaining to bids, which reveal a trade secret or scientific, technical, commercial, financial or other labour relations information, supplied in confidence implicitly or explicitly, shall remain confidential if the disclosure could reasonably be expected to:

- i. Significantly prejudice the competitive position or significantly interfere with the contractual or other negotiations of a person, corporation or other entity that responds, or intends to respond to a request for bids;
- ii. Result in similar information no longer being supplied to the Township where it is in the public interest that similar information continues to be so supplied;
- iii. Result in undue loss or gain to any person, group, committee or financial institution or agency; or;
- iv. Result in information whose disclosure could reasonably be expected to be injurious to the financial interests of the Township.

### **35.0 Local or Geographical Preference**

The Township shall not give any local or geographical preference during the bid process. The Township may mandate certain bona fide on-site response time requirements for specific situations.

### **36.0 Terms and Conditions**

All standard Township Terms and Conditions for ALL procurement activities will govern UNLESS there is written approval for the proposed changes from the CAO.

### **37.0 Disposal of Scrap Material**

- 37.1 Where scrap material is available for disposal, the Department Manager responsible for the scrap material shall be responsible for the disposal of the scrap material in their area.
- 37.2 The Department Manager, after determining the value and possible alternate uses of the scrap material, may dispose of the material by:
- a. General advertising to secure sealed bids;
  - b. Direct contact with the appropriate dealers to view the scrap and Submit offers to purchase;
  - c. Public auction; or
  - d. Other methods as deemed appropriate.
- 37.3 The revenue from the sale of scrap material shall be credited to the appropriate account(s).

### **38.0 Disposal of Scrap Materials and Equipment Considered Obsolete/Surplus**

- 38.1 All Department Managers shall notify the Treasurer when items become obsolete or surplus to their requirements. Options to allow for trade-in allowance will be considered when purchasing new equipment.
- 38.2 The Department Manager and Treasurer will discuss if there is a possibility if the items can be of use in another area rather than disposed of.
- 38.3 Items that are not claimed for use by another Department may be offered for sealed bids, or other public sale, depending in the opinion of the Department Manager and Treasurer on which method is most suitable for the equipment or material involved.
- 38.4 The revenue from the sale of obsolete material shall be credited to the appropriate account(s).

Policy #25: Contractor's Responsibilities and Duties

APPROVED

**BY-LAW 56-2015: SCHEDULE A**

**Procurement Method / Process Approval / Signing Authority & Method of Payment Table**

<b>Dollar Value</b>	<b>Procurement Method</b>	<b>Process Approval</b>	<b>Authority to Sign Contracts</b>	<b>Policy Section</b>
Under \$10,000	No Method Required	Dept Mgr or designated	Dept Mgr or designated	8
\$10,000 to \$25,000	1. Informal Bid – 3 written Quotes	Dept Mgr or designated • report to Council as info	Dept Mgr or designated	9
	2. Blanket Order	Dept Mgr or designated	Dept Mgr or designate	17
	3. Emergency purchase	Dept Mgr • email to the Treasurer • report to Council as info	Dept Mgr or designate	13
	4. Single & Sole Source	Dept Mgr or designate • a report to Council as info	Dept Mgr or designate	14,15,16
\$25,000 to \$50,000	1. Request for Quotation (Formal Quotation) – 3 written Bids	i. Dept Mgr or designated ii. Council - If amount exceeds budget • report to Council as info	Dept Mgr or designated	10
	2. Request for Proposal (RFP)	i. Dept Mgr or designate ii. Council – if amount exceeds budget • report to Council as info	Dept Mgr or designate	12
	3. Single & Sole Source	Council	Jointly by the Mayor and the Clerk	14,15,16
Greater than \$50,000	Request for Tender – 3 written bids	Council	Jointly by the Mayor and the Clerk	11
	2. Request for Proposal (RFP)	Council	Jointly by the Mayor and the Clerk	12

At the discretion of the Treasurer, Department Manager or CAO, Council approval may be requested irrespective of the value of the contract, if deemed to be in the best interest of the Township.

**THE TOWNSHIP OF SOUTH-WEST OXFORD**  
**PURCHASING PROCEDURES**

1.0 Purpose of Purchasing Procedures

- 1.1 To provide Department Managers (or designates) and Consultants with uniform purchasing procedures for the purchase of goods and/or services that are consistent and in compliance with the Purchasing Policy.
- 1.2 To maintain the integrity and promote the effectiveness of the purchasing processes.
- 1.3 To protect the municipality, its employees and the public when participating in the purchasing process.

2.0 Objective of Purchasing Procedures

- 2.1 To obtain quality goods and/or services, at the right price from qualified vendors.
- 2.2 To maximize the value of the dollars spent.
- 2.3 To maintain purchasing processes and controls that will ensure the integrity of the system.

3.0 Authority

- 3.1 Authority for Township purchasing is governed by By-Law 56-2015, Purchasing Policy. The purchasing procedures are approved by the Council.

4.0 Purchasing Mechanisms

- 4.1 The estimated expenditure value of the good and/or service requirement will determine the purchasing mechanism to be used as per Schedule A – Levels of Purchasing Table.

The following are the general purchasing procedures for the Township of South-West Oxford that are to be included as an attachment to all formal bid documents. All bidders must adhere to the following procedures.

1. The following procedures shall be followed explicitly. Changes to any of these procedures shall be done only in writing by the Department Manager responsible for such bid document, to be given to the Treasurer and all persons bidding. Copies of these procedures shall be given to every person intending to submit pricing for goods or services and a statement shall be signed and submitted with every bid submission that these procedures have been read and understood by the bidder. The procedures are located on the website at [www.swox.org](http://www.swox.org).

The overall objective is to obtain the right goods and/or services at the right price by a qualified vendor. The bid document shall include the following main requirements for Formal Bids:

- A. Instruction to Bidders: Includes all of the procedures for the process that includes but not limited to:
- Township contact name and phone number for queries
  - Addenda issuance procedures
  - Closing date, location and time
  - Township processes for acceptance, rejection, payment terms, delivery terms, etc.
  - Requirements at time of closing (ie. bid deposit)
  - Terms and conditions as per Township's purchasing policy
- B. Scope/Specifications (as applicable)
- If the product/work requirement can be generally described for information purposes and does not require the bidder to indicate their compliance, the information can be stated in the bid document under Scope. (Example: supply and delivery of paper).
  - If the product/work requirement is specific in technological requirements, measurements, etc. that requires the bidder to comply with or state the actual specifications (Example: the purchase of a vehicle). Specifications must be specific enough to give all bidders sufficient information to provide a bid that will meet or exceed the requirement but general enough that it allows an equal opportunity to bid.
- C. Form of Quotation/Form of Tender (as applicable)
- This provides the bidder with an adequate format to provide unit or lump sum prices matching to the description of the product requirement. Clearly indicate on the Form of Quotation/Form of Tender if taxes are/are not applicable and if they are to be included or not included in the unit or lump sum price.
  - the bid form shall also provide an area to provide for the bidder's signature, company name, company address, telephone number, fax number and email address.
  - All bidders shall be supplied with one copy of the official bid document and a set of plans and/or specifications as applicable. A complete list of bidders, including address, phone and fax numbers and email addresses is to be maintained by the Department Manager to facilitate the distribution of potential written addenda.
- D. Requests for Proposal (RFP) Information for Bidders: Includes all the procedures for the process that includes but not limited to:
- Some general statements regarding the purpose of the RFP, general background information, historical data, etc.
  - Township contact name, email and phone numbers for queries
  - Closing date, location and time

- Addenda Issuance
- Township processes for acceptance, rejection, payment terms and delivery terms, etc.
- Requirements at time of closing, submission details (number of copies of the bid to be submitted).

E. Evaluation Criteria

- Detailing an outline of the evaluation criteria will assist the bidders with outlining their submission. The actual weighted ratings do not need to be provided in the RFP document. The evaluation criteria cannot be changed after the bids have been submitted.
- All bidders shall be supplied with one copy of the official bid document and a set of plans and/or specifications as applicable. A complete list of bidders, including address, phone and fax numbers and email addresses is to be maintained to facilitate the distribution of potential written addenda.

F. Advertising

- Advertising of any bid document is solely up to the Department Manager responsible for issuing the bid. All bids with anticipated expenditure exceeding \$100,000 must be advertised through various advertising websites, including the Township's own website.

2. All bid submissions must be properly signed and sealed or witnessed and placed in an envelope clearly marked on the outside "Tender/Bid for \_\_\_\_\_", along with the Company name and address and submitted to the Department Manager (or designate) issuing the bid, the Clerk or the Treasurer to the location detailed in the bid document, on or before the date and time as specified in the bid document. The envelope shall contain all of the bid documents required at time of closing as stated in the bid document. Envelopes will not be supplied by the Township.
3. All submitted bids shall have the date and time of receipt noted by the Township on the face of the envelope.
4. All bids must be received during regular Township office hours.
5. Bids received later than the time specified will not be accepted, regardless of any postal seal date and such bids will not be opened and will be returned by regular registered mail or picked up by the owner from the Department Manager (designate) issuing the bid, the Clerk or Treasurer.
6. All bids will be opened at a time announced by the Department Manager (designate), Clerk or Treasurer as soon after the closing as is practical. Such bid opening shall be

open to the public and the Clerk, Department Manager (designate) and another Township employee, shall attend at such opening. The names of those in attendance shall be recorded.

7. Upon opening, if the envelope does not contain the appropriate documentation as required, the bid will be declared as informal and will not be considered for any formal bid. The Clerk and the Department Manager (designate) will review the bids as soon as practical. If it is confirmed that the bid does not comply with the requirement at time of closing, the bid will be rejected. Written confirmation of the bids rejected will be forwarded to the bidder.
8. When the Department Manager (designate) has checked the bid submission compliance and is satisfied that the bid submission contains the proper forms and information, the total price bid will be quoted publicly.
9. No announcement concerning the successful bid will be made at the opening. A complete report and analysis shall be prepared by the Department Manager (designate) to be submitted to Council for decision.
  - 9.1 Reports to Council seeking direction are to be submitted when any of the following criteria apply:
    - Formal Quotation – the preferred bid exceeds the approved budget by 10% of the total project budget.
    - Tender – All tender award recommendations
    - Request for Proposal:
      - i. If the estimated expenditure exceeds \$50,000, the evaluation criteria and process must be approved by Council resolution prior to the issuance of the RFP
      - ii. After the closing of the RFP, if the preferred proposal exceeds the approved budget or exceeds \$50,000, a report must be submitted to Council.
10. The bidder shall carefully examine and study all of the bid documentation, drawings, specifications, site of the work (if applicable) etc., in order to satisfy themselves by examination as to all conditions affecting the contract as the detailed requirements to fulfill the contract.
11. The Corporation of the Township of South-West Oxford reserves the right to reject any or all bids for any reason whatsoever and to accept any bid considered best for its interest.
12. Any bidder will be permitted to withdraw his/her unopened bid submission after it has been deposited with the Township, provided such request for withdrawal is received in writing prior to the time appointed by the Department Manager (designate) or Clerk for the opening of such bids.



13. More than one bid submission from an individual firm, partnership, corporation or association under the same or different names will not be considered. Collusion between bidders will be sufficient cause for rejection of all bids so affected.
14. The bidder may submit alternative prices on any item for consideration. The Corporation reserves the right to waive informalities at its discretion. The Corporation shall be the sole judge of such matters.
15. Bids which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations or irregularities of any kind, may be rejected as informal. The bidder may, however, submit alternative prices on any item for consideration. The Corporation reserves the right to waive informalities at its discretion.
16. Bids containing prices that are unbalanced and are likely to affect adversely the interest of the Corporation, may be rejected. The Corporation shall be the sole judge of such matters.
17. Should a bidder find discrepancies in, or omissions from the bid documents, or should he/she be in doubt as to meaning, he/she shall clarify them with the appropriate Department Manager (designate) or Consultant as the case may be, who may send an addendum to all bidders. No oral explanation or interpretation is binding.
18. All bids must be on the form supplied by the Township and be signed and sealed by the bidder. A bid submitted by a Corporation shall bear the Corporation Seal and signature of a duly authorized officer or officers who may be required to present evidence of his/her or their authority to sign. Where a bid is a joint venture all parties of the venture shall comply individually with this direction.
19. Where sub-trades are to be used, a complete list showing sub-trade name, owners, phone numbers and addresses shall accompany the bid submission. The amount of indebtedness to the sub-trade for works to be performed shall be clearly shown on the list. Sub-trades may be changed by the main contractor but only on written approval by the appropriate Department Manager (designate) or the Consultant of the Township.
20. The Contractor shall insert the firm's WSIB account number in the space provided on the Bid Form (as applicable). This number is required in order to verify the firm's standing with the Board at the time of the recommendation to award this contract.
21. Any contingency allowance to be included shall be stated by the Township and no bidder shall include any contingency allowance in any bid.
22. The estimate of quantities as shown in the bid document shall be used as a basis of calculation upon which the award of contract will be made. These quantities are not guaranteed to be accurate and are furnished without any liability on the part of the Corporation.

23. Whenever in a bid submission the amount bid for an item does not agree with the extension of the estimated quantity and the bid unit price, the unit price shall govern and the amount of the total bid price shall be corrected accordingly.
24. The unit price or lump sum price for all items will appear as a schedule of quantities and unit price; shall be deemed to be full compensation for all the works including all necessary labour, equipment and materials specified in the special provisions, standard specifications and supplemental specifications.
25. The appropriate Department Manager (designate) will notify the successful bidder of the contract award within two (2) to five (5) business days after the Council meeting that considers the bid.
26. When bid deposits are a requirement of the bid document, they must be submitted in full compliance of the bid and in adherence with the following:
  - 26.1 It is noted the bid deposit cheque, money order or bid bond is a guarantee that the contractor or supplier will execute a contract agreement with the Township for the delivery of the services, material or equipment provided for in the applicable bid document. In the event that a bidder or contractor fails to execute a contract agreement or supply the requested documentation with the Township when requested to do so, the bidder shall be deemed to be in default and the Township will have full unencumbered right to cash any bid deposit cheque or money order or act upon a bid bond in its possession relating to the specific bid document for default of the bidder and the Township has full, unfettered rights to use the funds in its sole discretion and any bidder who has defaulted as herein shall have no claim whatsoever against the Township for such action taken by the Township.
  - 26.2 All certified cheques, bonds, letters of credit shall be payable to the Corporation of the Township of South-West Oxford. Within ten (10) days after the close of the bids shall return all bid deposits except the lowest bid and the next lowest bid unless some anomalies are found in the analysis of the two lowest bids in which case the third lowest bid deposit will be retained. The bid deposits retained by the Township shall be released after execution of the contract agreement and submission to the Corporation of all documents required for the contract. If the bidder refuses or neglects to execute the contract agreement or to submit the required documents as specified by the Township in its bid documents within three weeks after the date of contract award, the Corporation at its sole discretion, may cash the deposit and such deposit shall be subject to forfeiture.
  - 26.3 Bidder shall note that no interest will be paid on any bid deposit.

- 26.4 Agreement to Bond shall be in a form established by the Township if a format is provided in the bid document. If not, the format provided by the bonding company is sufficient.
27. After notification of award, the successful bidder will be responsible for adhering to the following as applicable to the bid document requirements.
- 27.1 The successful bidder be bound to execute the contract agreement and file satisfactory bonds, insurance policies and WSIB clearance letter, as required herein, with the Corporation within three weeks of the date of contract award and shall be maintained until contract completion.
- 27.2 Failure to execute the contract or to file satisfactory bond, insurance policies and WSIB clearance letter as required by the bid document within the specified time period shall be just cause for the cancellation of the contract award and the forfeiture of the bid deposit to the Corporation, not as penalty, but in liquidation of damages sustained.. The Corporation shall have the right to award the contract to any other bidder or to reissue the bid document.
- 27.3 Upon award of the contract, and where required the Contractor must furnish to the Corporation, at his/her cost, a Performance Bond in the amount specified in the bid documents. Such bond must be satisfactory to the Corporation.
- 27.4 The Performance Bond shall unconditionally guarantee that the work will be satisfactorily completed or materials supplied or both within the terms of the contract up to the face value of the bond. In other words, the bonding company will be liable whenever the Contractor is liable. Without limiting the generality of the foregoing, such bond shall cover extensions to the contract, modifications thereof, and twelve month maintenance guarantee. The bonding company shall NOT replace a prime Contractor or Sub-Contractor without prior approval of the appropriate Department Manager or Consultant of the Township.
- 27.5 Upon award of the contract, the Contractor must furnish to the Corporation, at his/her cost, a CERTIFIED copy of a liability insurance policy as detailed in the bid document. As per section 26.0 Insurance of the Purchasing Policy.

Such policy shall contain:

- 27.5.1 a "Cross Liability" clause or endorsement;
- 27.5.2 an endorsement certifying that the Township of South-West Oxford and (insert bidder) is included and as additional named insured;
- 27.5.3 an endorsement to the effect that the policy or policies will not be altered, cancelled or allowed to lapse without thirty days prior written notice to the Corporation.
- 27.6 The Contractor's Liability Insurance Policy shall not contain any exclusions of liability for damage, etc. to property, building or land arising from;

- 27.6.1 The removal or weakening of support of any property, building, or land whether such support be natural or otherwise;
- 27.6.2 The use of explosive for blasting;
- 27.6.3 The vibration from pile driving or caisson work, provided that the minimum coverage for any such loss or damage shall be \$5,000,000.00
- 27.7 The Liability Insurance Policy and/or endorsement shall be satisfactory to the Corporation.
- 27.8 If required upon award of contract the Contractor shall maintain and pay for all Builder's All Risk Policy satisfactory to the Corporation in the joint names of the Corporation and the Contractor, in the amount of 100 percent of the total value of the contract. All monies paid under such insurance shall be received by the Corporation, which shall pay as much of it as may be required for the purpose of replacing, rebuilding, or repairing the work and all such material which has been damaged, or destroyed according to the appropriate Department Manager or Consultants certificate and the balance, if any, shall be paid to the Contractor on completion.. Such replacing, rebuilding, repairing and completion shall be carried out in every way subject to the terms and conditions of the contract. The Builder's All Risk Policy shall remain in the custody of the Corporation and shall be kept in force by the Contractor until the work has been completed and accepted in writing by the appropriate Department Manager.
- 27.9 The appropriate Department Manager will notify the successful bidder of the contract award within two to five business days after the Council meeting that considers the bid. The successful bidder must submit the necessary performance bond and certified copies of insurance policies in accordance with the contract requirements prior to any construction on site. No work is to commence until the required documentation is received and approved by the Township.
- 27.10 The Contractor shall provide and maintain the necessary first aid items and equipment as called for under the First Aid Regulations of the Worker's Compensation Act and Occupational Health and Safety Act as applicable to the scope of work.
- 27.11 The successful bidder shall deal with claims of any nature immediately including insurance claims, complaints from sub trades, etc. if a claim is settled to the satisfaction of the claimant, the successful bidder shall submit to the appropriate Department Manager, a copy of the claimant's release.
- 27.12 The Contractor, by executing the contract, unequivocally acknowledges that he/she is the constructor within the meaning of the Occupational Health and Safety Act and amendments thereto.

28. Payments to the Contractor, holdbacks and their release, and certificate of substantial performance and completion and completion under this contract shall be in full compliance with the provisions of The Construction Lien Act, R.S.O. 1990.
29. In his/her bid price, the Contractor shall be deemed to have made due allowance for the publication of a copy of the certificate of substantial performance of the contract in the Daily Commercial News within seven days of receipt of the said certificate, in order to facilitate the hold back release under the substantial performance certificate.
30. Successful bidders shall be responsible for all permits.
31. The contract must be completed by the time specified in the bid submission or as agreed upon in the contract.

#### **PROCEDURES FOR ACCEPTANCE OF BIDS**

A1. Informal Quotations must abide by the following procedures:

A1.1 The closing date and time is at the discretion of the Department Manager issuing the bid.

A1.2 All bid submissions must be submitted by the time, date, location and method specified. No exceptions.

A1.3 All bid submissions received by fax or email later than the time specified will not be considered in the bid award. All bid submissions shall have the date and time of receipt noted on the document.

B1. Formal Quotations, Tenders, Request for Proposals and Other Formal Requests must abide by the following procedures:

B1.1 All bids must be properly signed and sealed or witnessed and placed in a sealed envelope clearly marked on the outside "Tender/Bid for (project name) \_\_\_\_\_" along with Company name and address and submitted to the Department Manager (designate), Clerk or Treasurer at the designated location, on or before the date and time specified in the bid document.

B1.2 All sealed bid submissions submitted shall have the date and time of receipt by the Township noted on the face of the envelope.

B1.3 Sealed bid submissions received later than the time specified will not be opened and will be returned by regular registered mail or picked up by the owner from the Head of the Department/Division issuing the bid document.

B1.4 All sealed bid submissions will be opened at a time announced by the Clerk or designate as soon after the closing as is practical. Such bid submission opening shall be open to the public. The Department Manager (designate), Clerk, or Treasurer and additional Township witness shall attend. The names of those in attendance shall be recorded.

B1.5 Upon opening, only the bid prices will be provided unless otherwise noted in the bid document. The Township reserves the right to verify all bid submissions for requirements and extended prices after the public opening and may reject any non-compliant bid after the bid opening. No announcement concerning the successful bidder will be made at the bid submission opening.

B1.6 The Department Manager (designate) issuing the bid document is responsible for supplying a copy of the documentation and any addenda issued as made available to the public.

#### Procedures for Rejection of Bids

C1. Bids may be rejected for any of the following reasons:

C1.1 Bid received after the specified closing date and time.

C1.2 Bid does not comply with the requirements at time closing as specified in the bid document.

C1.3 Bids which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alternations or irregularities of any kind.

C1.4 Bids does not meet or exceed specification requirements

C1.5 It is not in the best interest of the Township to accept the bid (Example: but not limited to: over budget, does not meet the objective of the bid document, etc.)

C1.6 Bid rejections must be documented as for reason for rejection and retained with bid file.

#### Bid Deposits

D1. Bid deposits shall be used at the discretion of the Department Manager. A bid deposit is a financial guarantee that if a bidder is successful in the award of the bid, the bidder:

D1.1 Will enter into an agreement within a specified amount of time.

D1.2 Will provide the specified security as required.

D1.3 Will provide additional documentation as noted in the bid document

D1.4 If a bidder awarded a contract does not oblige to any of the above within three weeks or by the time specified in the bid document and the Township is required to issue another bid document, the bid deposit is forfeited.

D1.5 Bid deposits are required to accompany any bid submission for construction work exceeding \$50,000 or as deemed appropriate by the Department Manager.

D1.6 Bid deposits shall be no less than 10% of the estimated value of work.

D1.7 Acceptable forms of bid deposits include certified cheques, letters of credit or bond and shall name the Corporation of the Township of South-West Oxford.

D1.8 All bid deposits with the exception of the two lowest bids are to be returned to the bidders within ten days after bid closing unless some anomalies are found in the analysis of the two lowest bids in which case the third lowest bid deposit will be retained. The remaining bid deposits to be released after execution of the contract agreement and submission to the Corporation of all documents required for the contract.

D1.9 No interest will be paid on any bid deposit.

#### Performance Security

E1. Performance Security must be in compliance of the following:

E1.1 Performance security is a guarantee of the full completion of all work as required in the bid document. Acceptable formats for performance security include: Agreement to Bond; Performance Bond; Labour and Materials Bond; Irrevocable letter of Credit and Certified Cheque.

Performance Bond and Labour and Materials Bond are required for all construction projects exceeding \$100,000 for a minimum of 50% of the bid amount. For all other requirements, the Manager shall determine the financial amounts of the performance security.

E1.2 Performance security is required for but not limited to construction, renovation, demolition, service contracts (when working on Township property), supply and installation of equipment for expenditures exceeding \$50,000.

E1.3 All performance security must be in ORIGINAL FORM, signed, and sealed as applicable. No faxed or photocopies will be accepted.

#### Insurance

F1. Insurance must be provided for any work to commence within the Township.

F1.1 Any time a successful bidder is required to complete any type of work on or at a Township of South-West Oxford location, a certificate of insurance is required. The Township's minimum requirement for all insurance types is \$2 million. The certificate insurance requirements are detailed in the Purchasing Policy By-Law 56-2015 and the terms and conditions of these procedures. The bid document shall clearly indicate the insurance requirements that are to be provided by the successful bidder.

F1.2 General Liability – whenever a successful bidder is being used to perform work for the Township. For larger projects, the Township requires \$5 Million General Liability (eg. Public Works projects).

F1.3 Automobile Liability – whenever a successful bidder's vehicle(s) is being used to perform work for the Township or on property.

F1.4 Umbrella Policy – provides excess insurance on top of the primary insurance policy. (eg. A successful bidder carries \$1 million general liability coverage and \$1 million umbrella coverage. This means on every insurance policy the contractor carries, there is an

additional layer of coverage of \$1 million, and therefore in this case, the contractor would have \$2 million liability coverage).

Information for Bidders

G1. The following is a list of Information for Bidders to adhere to:

G1.1 All formal bid documents issued must include Form PF-01 (Purchasing Procedures)

G1.2 If a consultant is preparing the bid document, it is the responsibility of the Department Manager (designate) hiring the consultant to provide a copy of the Form PF-01 to be included in the bid document.

G1.3 Form PF-01 provides all bidders with policy and procedural information on the bidding process. Departments issuing bid documents are required to stipulate within the bid document actual bid submission requirements.

G1.4 All formal bid documents must require that the Statement of Bidders is completed in full and signed by an authorized representative of the company submitting the bid. Form PF-02.

G1.5 Monitoring and Reporting – to maintain the integrity of the process and to ensure adherence to the Purchasing Policy, the Clerk (designate) will randomly review departmental procurement documentation. Any inappropriate purchases will be documented and report to Council.





THE TOWNSHIP OF SOUTH-WEST OXFORD  
STATEMENT OF BIDDERS

BIDDER DOCUMENT NAME: \_\_\_\_\_

BID DOCUMENT NUMBER (if applicable) \_\_\_\_\_

1. I/We have reviewed all terms and conditions of all forms included as part of this bid package.
2. I/We have read and understand all of the terms and conditions of the forms included as part of this bid package.
3. I/We understand that if our bid is successful, all requirements of the successful bidder as outlined in this bid document will be completed by the time and in the format required.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Position





# TOWNSHIP OF SOUTH – WEST OXFORD

## HEALTH AND SAFETY

**SUBJECT:** Contractor’s Responsibilities & Duties  
– Non Tendered

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.
7. All Township regulatory signs must be observed and adhered to, as well as specific direction given by Township personnel.

Approved By:	JHSC	ISSUE DATE: June 6, 2006	REVISION DATE May 30, 2007
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## TOWNSHIP OF SOUTH – WEST OXFORD

### HEALTH AND SAFETY

**SUBJECT:** Contractor's Responsibilities & Duties  
– Non Tendered

Procedure No.: 25

Page 2 of 6

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.**

#### **HOT WORK 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
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## TOWNSHIP OF SOUTH – WEST OXFORD

### HEALTH AND SAFETY

**SUBJECT:** Contractor's Responsibilities & Duties  
– Non Tendered

Procedure No.: 25

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#### **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
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# TOWNSHIP OF SOUTH – WEST OXFORD

## HEALTH AND SAFETY

**SUBJECT:** Contractor's Responsibilities & Duties  
– Non Tendered

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 Manager/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
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**TOWNSHIP OF SOUTH – WEST OXFORD  
HEALTH AND SAFETY**

<b>SUBJECT:</b> Contractor's Responsibilities & Duties – Non Tendered	Procedure No.: 25	Page 5 of 6
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**CONTRACTOR'S GENERAL SAFETY WORK PERMIT**

Contractor:	Address:
Representative	Phone #:
Contractor Certificate of Insurance Received? Yes: _____ No: _____	
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.**

Approved By:	JHSC	ISSUE DATE: June 6, 2006	REVISION DATE May 30, 2007
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# TOWNSHIP OF SOUTH – WEST OXFORD

## HEALTH AND SAFETY

**SUBJECT:** Contractor’s Responsibilities & Duties  
– Non Tendered

Procedure No.: 25

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### Contractors – Non Tendered

Renewable Annually On January 1

#### 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 that to be held accountable for his/her health and safety performance. The contractor further agrees to provide all the required WSIB clearance certificates and ensure the workers in their employment are aware of the hazardous substances that may be in use at a workplace and wear the appropriate personal protective equipment required for the area. Failure to do so will result in immediate stoppage of work until the problem is rectified to the satisfaction of the Township and/or Ministry of Labour. The Contractor shall be responsible for supplying all protective equipment, securing necessary signage, locates and site specific precautions required by the Act and regulations thereto to carry out the required work.

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.

#### 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 104

Approved By:	JHSC	ISSUE DATE: June 6, 2006	REVISION DATE May 30, 2007
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**TOWNSHIP OF SOUTH – WEST OXFORD**  
**HEALTH AND SAFETY**

**SUBJECT:** Contractor's Responsibilities & Duties  
 - Quotes & RFP's

Procedure No.: 25

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**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.
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**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.
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# TOWNSHIP OF SOUTH – WEST OXFORD

## HEALTH AND SAFETY

**SUBJECT:** Contractor's Responsibilities & Duties  
- Quotes & RFP's

Procedure No.: 25

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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.**

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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.
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5. Access to all locations of the Township must be maintained for emergency vehicles.

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# TOWNSHIP OF SOUTH – WEST OXFORD

## HEALTH AND SAFETY

**SUBJECT:** Contractor’s Responsibilities & Duties  
- Quotes & RFP’s

Procedure No.: 25

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### LOCKOUT REQUIREMENTS:

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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.

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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.

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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.

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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.

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# TOWNSHIP OF SOUTH – WEST OXFORD

## HEALTH AND SAFETY

**SUBJECT:** Contractor's Responsibilities & Duties  
- Quotes & RFP's

Procedure No.: 25

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4. Mobile cranes and their operators must be licensed as required under provincial legislation.

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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:

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2. Hazardous material must be handled according to the Federal Department of Labour and the Provincial Ministry of Environment guidelines.

### Communication:

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### 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
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# TOWNSHIP OF SOUTH – WEST OXFORD

## HEALTH AND SAFETY

**SUBJECT:** Contractor's Responsibilities & Duties  
- Quotes & RFP's

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### CONTRACTOR'S GENERAL SAFETY WORK PERMIT

Contractor:	Address:
Representative	Phone #:
Contractor Certificate of Insurance Received? Yes: _____ No: _____	
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.**

Approved By:	JHSC	ISSUE DATE: June 6, 2006	REVISION DATE May 30, 2007
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# TOWNSHIP OF SOUTH – WEST OXFORD

## HEALTH AND SAFETY

**SUBJECT:** Contractor's Responsibilities & Duties  
- Quotes & RFP's

Procedure No.: 25

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### 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 further agrees to provide all the required WSIB clearance certificates and ensure the workers in their employment are aware of the hazardous substances that may be in use at a workplace and wear the appropriate personal protective equipment required for the area. Failure to do so will result in immediate stoppage of work until the problem is rectified to the satisfaction of the Township and/or Ministry of Labour. The Contractor shall be responsible for supplying all protective equipment, securing necessary signage, locates and site specific precautions required by the Act and regulations thereto to carry out the required work.

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

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