

**REQUEST FOR TENDER
PAVEMENT MARKING
RFT 02-24**



ISSUE DATE: Wednesday March 6, 2024
CLOSING DATE: Wednesday March 27, 2024
CLOSING TIME: 1:00 P.M., local time
LOCATION: Municipality of Bayham
P.O. Box 160
56169 Heritage Line
Straffordville, ON,
N0J 1Y0

**Attention: Steve Adams
Manager of Public Works**

LATE SUBMISSIONS WILL NOT BE ACCEPTED

NOTE: It is the vendor's sole responsibility to ensure their submissions are received in a sealed enveloped clearly marked with RFT 02-24 by the time and date specified within the document.

The Lowest or Any Bid Will Not Necessarily Be Accepted

**Municipality of Bayham
P.O. Box 160
56169 Heritage Line
Straffordville, ON
N0J 1Y0**

**Company Name &
Address:** _____

Please return this cover sheet with your submission

GENERAL INDEX

- SECTION A TERMS AND CONDITIONS
- SECTION B INFORMATION FOR BIDDERS
- SECTION C FORM OF TENDER
- SECTION D GENERAL AND ITEM SPECIAL
 PROVISIONS

SECTION A – TERMS AND CONDITIONS

Section 1 – General Conditions

1.1 Form of Tender

All Tenders must be upon the forms provided, submitted in sealed packages, clearly marked with the tender number and project description. The package shall include one (1) original. Please see “Completion of Tender” for a listing of documents to include for this submission.

1.2 Definitions

Corporation:	Refers to “The Corporation of the Municipality of Bayham”
Owner:	Refers to “The Corporation of the Municipality of Bayham”
Respondent:	Refers to “any eligible entity providing a Tender”
Successful Respondent(s):	Refers, in the event of an award, “to the selected Respondent(s)”
RFT	Refers to “Request for Tender”

1.3 Tender Closing

Tender submissions must be received by the Municipality of Bayham, 56169 Heritage Line, Straffordville, ON N0J 1Y0. Attention: Steve Adams, Manager of Public Works no later than:

1:00 P.M. local time, Wednesday March 27, 2024

Please note that delivery of bids by mail or all couriers on the tender closing day, in the morning, is not guaranteed.

It is recommended to hand deliver bids intended to be received on the closing day.

The Corporation is not responsible for Submissions which are not properly marked and/or delivered to any other location, than that specified.

1.4 Tender Opening

Respondents are advised there will be a public opening for this RFT. Submissions received, by the date and time of closing, will be opened administratively by respective members of the Corporation at closing time.

1.5 Electronic Submissions

Electronically transmitted submissions (e-mail, fax, etc.) will not be accepted for this Tender.

1.6 Inquiries / Clarification

Inquiries must be received no later than three (3) business days prior to the closing date of the RFT; otherwise, a response may not be provided.

1.7 Late Submissions

Tenders received after the official closing time will not be considered during the selection process and will be returned unopened to the respective Respondent(s).

1.8 Completion of the Tender

All entries shall be clear and legible, and made in a non-erasable medium, and signed in ink. All items shall be submitted according to any instruction in the Request for Tender Documents.

Alterations may be made, providing they are legible and initialled by the Respondent's signing officer. Tenders which are incomplete, conditional, illegible or obscure, or that contain additions not called for, reservations, erasures, alterations incorrectly submitted, or irregularities of any kind may be rejected.

1.9 Tender Withdrawal

Any Tender may be withdrawn prior to the scheduled time for Tender Closing, or authorized postponement thereof.

1.10 Respondent Expense

Any expenses incurred by the Respondent in the preparation of the Tender submission are entirely the responsibility of the Respondent and will not be charged to the Corporation.

1.11 Examination of Request for Tender Documents

Each Respondent must satisfy himself/herself by a personal study of the RFT documents respecting the conditions existing or likely to exist in connection with the proposed work. There will be no consideration of any claim, after Submission of Tenders, that there is a misunderstanding with respect to the conditions imposed by this RFT.

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

1.12 Acceptance or Rejection of Tenders

1.12.1 The Corporation reserves the right to reject any or all Tenders, and to waive formalities as the interests of the Corporation may require without stating reasons therefore.

The Corporation also reserves the right to enter into negotiations with the lowest compliant bidder if the price bid is over the budgeted amount for the project. Should the Corporation be unable to reach an agreement with the lowest compliant bidder, the Corporation reserves the right to enter into negotiations with the next lowest compliant bidder, or to cancel the call – whichever is deemed to be in the best interest of the Corporation.

1.12.2 Notwithstanding and without restricting the generality of the statement immediately above, the Corporation shall not be required to award or accept a Tender, or recall the Tenders at a later date:

- a) When only one Tender has been received as a result of the Tender call.
- b) Where the lowest responsive and responsible Respondent substantially exceeds the estimated cost of the goods or service.
- c) When all Tenders received fail to comply with the Specifications or Tender Terms and Conditions.
- d) Where a change in the scope of work or specifications is required.

1.12.3 The Corporation shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Respondent by reason of the acceptance or the non-acceptance by the Corporation of any Tender or by reason of any delay in the acceptance of a Tender, except as provided in the Tender document.

1.12.4 Each Tender shall be open for acceptance by the Corporation for a period of thirty (30) calendar days following the date of closing.

1.12.5 Where the Tender documents do **not** state a definite delivery/work schedule and a submitted Tender is based on an unreasonable delivery/work schedule, the Tender may be rejected.

1.13 Inquiries, Discrepancies and Interpretations

Should a Respondent find omissions from or discrepancies in any of the RFT documents, or should the Respondent be in doubt as to the meaning of any part of such documents, the Respondent shall notify the designated contact person and office without delay. If the designated contact person considers that a correction, explanation or interpretation is necessary or desirable, an addendum will be issued to all who have received RFT documents.

No oral explanation or interpretation will modify any of the requirements or provisions of the Tender documents.

1.14 Errors and/or Omissions

The Corporation shall not be held liable for any errors and/or omissions in any part of this RFT. While the Corporation has used considerable efforts to ensure an accurate representation of information in this RFT, the information contained in the RFT is supplied solely as a guideline for Respondents. The information is not guaranteed or warranted to be accurate by the Corporation, nor is it necessarily comprehensive or exhaustive. Nothing in the RFT is intended to relieve the Respondents from forming their own opinions and conclusions with respect to the matters addressed in the RFT.

1.15 Addenda

If required by the Corporation, addenda will be distributed to all Proponents registered as a document taker for this Tender. Addenda will be distributed via

email using the latest contact information as provided by the Proponent. It is the Proponent's responsibility to notify the Corporation of any changes to their email or mailing address. It is the Proponent's ultimate responsibility to ensure all addenda have been received.

1.16 Tender Award Procedures

Unless stated otherwise, the following procedures will apply:

1.16.1 The Corporation will notify the Successful Respondent(s) of the award within thirty (30) calendar days of the Tender Closing.

1.16.2 Notice of Acceptance of Tender will be by telephone and by written notice.

1.16.3 Immediately after acceptance of the Tender by the Corporation, The Successful Respondent(s) shall provide the Corporation with the *Certificate of Liability Insurance* and any other required documents within fourteen (14) calendar days of the date of Notification of Acceptance & Award.

1.16.4 Following receipt of the required documents, the Successful Respondent(s) will receive written authority, in the form of a Professional Services Agreement and/or official Purchase Order, to proceed with the Work.

1.17 Ability and Experience of Respondent(s)

It is not the purpose of the Corporation of the Municipality of Bayham to award this contract to any Respondent(s) who does not furnish satisfactory evidence of possessing the ability and experience in this class of work and sufficient capital to ensure acceptable performance and completion of the Tender. The Corporation of the Municipality of Bayham reserves the right to be our own reference and may disqualify a Respondent on this basis.

1.18 Responsibility for Damages

The successful Respondent(s) shall indemnify and hold harmless the Corporation, its officers and employees from and against any and all liabilities, claims, demands, loss, cost, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out of the project attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property caused by any acts or omissions of the Respondent(s), its officers, agents, servants, employees, customers, invitees or licensees, or occurring in or on the premises or any part thereof and, as a result of activities under this Tender.

1.19 Regulation Compliance and Legislation

The successful Respondent(s) shall ensure all services and products provided in respect to this Tender are in accordance with, and under authorization of all applicable authorities, Municipal, Provincial and/or Federal legislation and Standards.

1.20 Sub-Consultants

No sub consultants or collateral agreements shall be permitted with respect to the work of this assignment, except with the Corporation's express written consent and, in advance of commencement of sub consultant activities.

Failure to obtain this consent may result in cancellation of the contract with the Successful Respondent(s).

1.21 Indemnity

The Contractor shall indemnify and save harmless the Owner and its officers from all claims, demands, losses, costs, damages, actions, suits or proceedings by whomsoever made, occasioned by or attributable to the activities or omissions of the Contractor or those for whom the Contractor is responsible in performing the Contract.

1.22 Protection of Work and Property

The successful respondent shall provide continuous and adequate protection of all work from damage and shall protect the Owner's property from injury or damage arising from or in connection with this work. The successful Respondent(s) shall make good any such damage or injury.

1.23 Character and Employment of Workers

The successful Respondent(s) shall employ only orderly, competent, and skilful employees to ensure that the services are carried out in a respectable manner.

In the event that any person employed by the Successful Respondent(s) in connection with the service arising out of this Tender gives, in the opinion of the Corporation, just cause for complaint, the successful Respondent(s) upon notification by the Corporation in writing, shall not permit such person to continue in any future service arising out of this Tender.

1.24 Freedom of Information

All correspondence, documentation and information provided shall become the property of the Municipality. Any personal information required on the documentation presented is received under the authority of the Municipal Freedom of Information and Protection of Privacy Act, 1989, RSO, 1990. This information will be an integral component of the quote submission.

All written Tenders received by the Municipality become a public record.

Once a Tender is accepted by the Municipality of Bayham, and a contract is signed, all information contained in them is available to the public, including personal information.

Questions about collection of personal information and the Municipal Freedom of Information and Protection of Privacy Act, 1989, R.S.O. 1990, Chapter M.56, as amended, should be directed to:

**Clerk, Municipality of Bayham
56169 Heritage Line, Straffordville, Ontario
N0J 1Y0**

Telephone (519) 866-5521

Section 2 – Specific Conditions

2.1 Notification of Award

The Corporation will notify only the respondent(s) presenting the awarded Tender(s) in writing.

2.2 Budget Approval

The Municipality of Bayham reserves the right to remove and/or delay portions of the contract depending upon approvals and/or budgetary restraints, or for any other reason that may arise.

2.3 Patent, Copyright, or other Proprietary Rights

In accordance with Municipal Freedom of Information and Protection of Privacy Act, Respondents are reminded to clearly identify in their Tender material, any specific scientific, technical, commercial, proprietary, intellectual or similar confidential information, the disclosure of which could cause them injury or damage.

Respondents are encouraged to place all such details and information within a separate section of their submission. Complete Tender details are **not** to be identified as “Confidential”.

2.4 Harmonized Sales Tax (HST)

All prices within this document shall be quoted exclusive of HST.

2.5 Terms of Payment

The normal terms of payment for the Corporation will be net thirty (30) calendar days. Invoices shall be forwarded to:

Municipality of Bayham
56169 Heritage Line
PO Box 160
Straffordville, ON
N0J 1Y0

2.6 Unbalanced or Incorrect Tenders

Where the amount of an item does not agree with the extension of the estimate quantity and the tendered unit price, the unit price shall govern and both the item amount and the total tender price shall be corrected accordingly. If both the unit price and the total price for an item are left blank, then both shall be considered a zero. If the unit price is left blank, but a total price is shown for the item, then the unit price shall be determined by dividing the total price by the estimated quantity.

2.7 Performance

Any undue delays in the execution of the work and/or costs incurred by the Corporation due to inefficiencies in performance on behalf of the successful Respondent(s) shall be deemed to be the responsibility of that Respondent(s) and as such, any and all costs, as deemed appropriate and reasonable compensation for the Corporation, will be assessed to the successful Respondent(s).

2.8 Taking the Work Out of the Contractor's Hands

Where the Contractor becomes bankrupt or insolvent, delays commencing or diligently executing the Work, abandons the Work or has otherwise failed to perform any of the provisions of the Contract, the Owner may, without previous notice and without process or suit at law, take the work out of the hands of the Contractor and have it completed by whatever means are considered necessary. In addition to any other remedy available in law or equity, the Owner may use all monies due on the Contract to correct or complete the work.

2.9 Assignment of Contract

The successful Respondent(s) shall not assign transfer, convey, sublet or otherwise dispose of this contract or his/her right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of the Corporation's officials, which consent shall not be unreasonably withheld.

2.10 Contact(s)

All enquiries relative to this RFT shall be directed to:

Main Contact:

Steve Adams

Manager of Public Works

sadams@bayham.on.ca

Questions of clarification will be answered individually, but response(s) to any question that modifies the scope of the RFT will be circulated in writing as a RFT Addendum to all Respondents who have received the RFT document from the Corporation.

Inquiries must be received no later than three (3) business days prior to the closing date of the RFT; otherwise, a response may not be provided.

2.11 Tender Evaluation

All submissions must be in compliance with the requirements of the RFT process in order to be considered.

2.12 Insurance Requirements

a) Commercial General Liability

The successful Respondent(s) shall, at his/her expense, obtain and keep in force during the term of this Agreement, Commercial General Liability Insurance satisfactory to the Municipality, including the following and underwritten by an insurer licensed to conduct business in the Province of Ontario:

- i) A limit of liability of not less than \$2,000,000/occurrence.
- ii) The Municipality shall be named as an additional insured;
- iii) The policy shall contain a provision for cross liability in respect of the named insured;

- iv) Non-owned automobile coverage with a limit of at least \$2,000,000 including contractual non-owned coverage;
 - v) Products and completed operation coverage (Broad Form) with an aggregate limit not less than \$2,000,000.
 - vi) That 30 days prior notice of an alteration, cancellation or material change in policy terms which reduces coverage shall be given in writing to the Municipality;
- b) Proof of Insurance

The successful Respondent(s) shall provide, together with its Executed agreement, a certificate(s) of insurance of certified copy(s) of the above-referred to policies, satisfactory to the Municipality, together with proof of renewal at least ten (10) days prior to expiry. Provided that if a certificate is provided, all requirements as above set forth must be shown on the said certificate and notwithstanding the provision of any certificate, the Municipality may require that the Respondent(s) provide a certified copy of the policy.

2.13 Workplace Safety & Insurance Board

The Tenderer shall provide the Municipality a valid WSIB Clearance Certificate.

The successful Bidder, will be expected to comply with the health and safety policies as approved by Council as well as all applicable legislation set out in the current Occupational Health and Safety Act. **Proof of training specific to ladder safety and working at heights certification must be provided with the form of tender if applicable.**

All applicable current health and safety legislation and environmental legislation and regulations are considered the minimum requirements that the Contractor must meet. The Contractor must ensure that all of their employees and sub-contractors have safety training and certifications equal to, or exceeding, the requirements set forth in the current Occupational Health and Safety Act and current regulations. Health and Safety issues will always be given immediate attention by the Municipality and its representatives, and the Contractors and its sub-contractors.

All employees, contractors/sub-contractors, suppliers and visitors/residents must immediately report unsafe conditions, incidents, and accidents to the Project/Site Supervisor/ Inspector.

The Municipality takes pride in the commitment of our employees and contractors, and will take the necessary steps to ensure Health & Safety on all projects.

2.14 Laws, Notices, Permits & Fees

The successful Respondent(s) shall obtain the necessary permits, licenses and pay the required fees, as they pertain to this assignment, which are in force at the date of the Tender Closing. The building permit is the responsibility of the owner.

The successful Respondent(s) shall give the required notices and comply with the laws, ordinances, rules, regulations, codes and orders of the authorities having jurisdiction which are, or become, in force during the period for which services are performed in accordance with the schedule of work.

2.15 Extra Work

No work shall be regarded as extra work, unless it is ordered in writing by the Corporation and with the agreed price for the same specified in said order, provided said price is not otherwise determined by the Tender. A statement of the cost of extra work shall be made within thirty (30) calendar days after the completion of the said extra work.

2.16 Cancellation

- a) The Corporation reserves the right to immediately terminate the Contract for sufficient cause, including but not limited to such items as non-performance, late deliveries, inferior quality, pricing problems, etc.
- b) If the successful Respondent(s) should neglect to execute the work properly, or fail to perform any provision of this Award, the Corporation, after three (3) business days written notice to the successful Respondent(s), may, without prejudice to any other remedy in existence, make good such deficiencies and may deduct the cost thereof from any payment then and thereafter due to the successful Respondent(s). Continued failure of the successful Respondent(s) to execute the work properly shall result in a termination of Contract. The Corporation shall provide written notice of termination.
- c) The Corporation may elect to terminate the Contract if the original terms and conditions are significantly changed, giving thirty (30) calendar day's written notice to the successful Respondent(s).
- d) Either party may terminate the Contract by giving the other party sixty (60) calendar day's written notice, giving reasons acceptable to the other. A period of less than sixty (60) calendar days to terminate the contract may be negotiable if mutually agreeable among the parties involved in the Contract.
- e) Failure to maintain the required documentation during the term of this contract may result in suspension of the work activities and/or cancellation of the contract.

2.17 Consultants

Any consultant involved in developing the specifications intended to be used with the Tender process cannot be involved in the creation of the response to those specifications.

2.18 Conflict of Interest

This Tender is made by the Respondent without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a Tender for the same work, and is in all respects fair and without collusion or fraud.

2.19 Length of Contract

Term of Contract to be May 1, 2024 - December 31, 2026 with two mutual one (1) year renewal options.

2.20 Contract Award

Without limiting all other rights that may be exercised by the Corporation pursuant to this Document, vendors are advised that the Corporation reserves the right to fully evaluate Vendor Submissions, which evaluation may include, without limitation, a review of references, past performance history, completion history (including extended completion dates), litigation history (including construction liens filed by subcontractors for non-payment) and claims history of the vendors, and to reject a Vendor Submission if same is not satisfactory to the Corporation.

SECTION B - INFORMATION FOR TENDERERS

1 PREPARATION OF SPECIFICATIONS AND SUPERVISION OF WORK

- a) The specifications for the Work have been prepared by the Municipality of Bayham Public works Department, who will monitor work to be done under this Contract. Periodic inspection will be provided on the Contract by Municipality of Bayham staff, who will also administer the contract works.
- b) Questions with respect to this RFT are to be directed in writing to Steve Adams, Manager of Public Works: sadams@bayham.on.ca
- c) Should a Tenderer find discrepancies, omissions, or ambiguities, or not agree that the materials and methods specified or designed, will provide an installation which meets the requirements of the intended Work, he/she shall notify the Municipality prior to the Tender opening date. The Municipality may choose to issue a written addendum. Addenda issued during the tendering period will be allowed for by the Tenderer in submitting his Tender.

2 LOCATION OF WORK

- a) Various locations – Municipality of Bayham

3 SCOPE OF WORK

- a) Work under this contract shall include the supply and application of pavement paint including reflective material, traffic protection and all labour and material to carry out the pavement marking including directional pavement arrows, parking stalls, pedestrian and school crosswalks, hazard and delineation markings and stop blocks. This contract shall exclude centre line marking, both solid and broken.
- b) Bidders shall, after examining the scope and specifications, familiarize themselves with all the existing conditions and limitations and make due allowance in their tenders for any such conditions and limitations as they affect the proper carrying out of their work.
- c) The bidder shall not claim at any time after tender submission that there was any misunderstanding of the terms and conditions of the contract relating to the site conditions.
- d) All work shall be performed in such a manner that widths are properly maintained. Lines applied free hand shall be straight and uniform. All Stop Bar Markings shall be applied and terminated in a uniform manner. Broken or dashed lines shall be applied in a manner consistent with existing lines where applicable and shall not be applied so as to alternate with previously applied lines. In the event that previous markings were applied in an incorrect or inappropriate location or fashion, correction shall be made using proper premarking techniques after consultation with the Manager of Public Works or Road Operations Supervisor.

- e) The Contractor shall, at all times, carry on the work in such a manner, as not to interfere with traffic any more than is necessary for the faithful execution of the Contract, and shall not obstruct any thoroughfare except by permission of the Director of Operations.
- f) All personnel shall be required to wear safety vests with retro-reflective material attached at all times.
- g) The unit used to perform this portion of the contract shall meet or exceed the following specifications:
 - i. Be capable of producing top quality marking with true edges free from waviness or variations from 76 mm to 150 mm wide.
 - ii. Be capable of simultaneous application of "drop-on" reflective glass beads (hand gun excluded).
- h) The Contractor shall be responsible for the immediate cleaning up of the road allowance of all dirt, debris, excess paint and beads, empty bead bags and any other rubbish generated from their operation. In the event that the Contractor is required to clean or repair equipment which may involve the expulsion of paint not used for line painting the Contractor shall collect this paint in a plastic containing device and dispose of the paint in a proper manner. At no time is this paint to be disposed of in a catch basin, sewer or buried at the side of the roadway.
- i) Pavement markings shall be in accordance to the Ontario Manual of Uniform Traffic Control Devices.
- j) The Contractor shall be responsible for the any stencil used to paint the pavement markings in accordance with the Ontario Manual of Uniform Traffic Control Devices.
- k) The Contractor shall ensure that each pavement marking is uniformly covered with reflective glass beads so that it shows the same colour and shape at night as it does during the day. Any pavement markings improperly reflectorized shall be repainted at the Contractors expense.

4 MATERIALS

- a) The paint to be supplied and applied under this contract shall be the following paints:
 - i. M.T.O. Approved Traffic Paints
 - ii. IBIS Products Ltd. (or demonstrated equivalent with approval of the Road Operations Supervisor)
 - iii. White. Serial Number: 40-4600 (Organic Solvent)
 - iv. White Lines: 44-4247 (Waterborne)
 - v. Yellow. Serial Number: 40-4761 (Organic Solvent)
 - vi. Yellow Lines: 44-4339 (Waterborne)

5 METHOD OF APPLICATION AND CONTROL

- a) All areas to be painted shall be cleaned of all sand, mud, stones and debris as directed by the Road Operations Supervisor.
- b) No painting will be allowed until the road surfaces are completely dry and approval is received from the manager of Public Works or Road Operations Supervisor.
- c) The Contractor is hereby advised that it will be his sole responsibility to safeguard the work from vehicular traffic until dry, by whatever means he deems necessary, and further, if wet-painted areas are marred or driven upon by traffic, it will be the Contractor's responsibility to repair the same to the satisfaction of the Manager of Public Works or Road Operations Supervisor.
- d) Paint to be supplied under the Contract shall be the paints specified. The paint shall be applied at a 16-18 ml. wet paint thickness. The following line widths and spacing shall be used:
 - i. Stop Lines - 60 cm width.
 - ii. Crosswalk Lines - 15 cm width.
 - iii. School crosswalk lines - 30 cm width.
 - iv. Hazard and delineation lines - 12 cm width on side lines 30 cm on diagonals 24 c.c.
- e) Reflective Material: Material to be Ministry of Transportation and Communications approved glass drop beads evenly applied at the rate of 0.5 kg to 0.6 kg. per litres of paint on all lines.
- f) Paint thinners may only be applied to the paint with the consent of the Road Operations Supervisor.
- g) The Contractor at his own expense shall remove any tracking of fresh paint.
- h) The following colours shall be used for painting:
 - i. Parking Stalls – White or Yellow (as determined by the Road Operations Supervisor)
 - ii. Stop Bar Markings at Intersections - White
 - iii. Street Crossing Markings - White
- i) **The Manager of Public Works, at his sole discretion shall direct the Contractor in works to be completed each year. No quantity of work, if any, is guaranteed each year.**

SECTION C - FORM OF TENDER

Submission of Tender Documents

Please ensure your Tender submission includes the following documents:

- Cover Sheet
- Form of Tender
- Schedule of Price Forms
- Bidder Information
- WSIB Clearance Certificate
- Health & Safety Responsibilities

SECTION C – FORM OF TENDER

FOR THE PROVISION OF PAVEMENT MARKINGS

AS SUPPLIED BY: _____
 FIRM NAME
_____ **ADDRESS** _____ **POSTAL CODE**

HEREIN AFTER CALLED THE BIDDER

TO: **THE CORPORATION OF THE MUNICIPALITY OF BAYHAM**
56169 Heritage Line
Straffordville , ON N0J 1Y0

HEREIN AFTER CALLED THE CORPORATION

THE RESPONDENT DECLARES

1. No person(s), firm or corporation, other than the Respondent, has any personal interest in this Tender or in the award for which this Tender is made.
2. No member of Council, officer or employee of the Corporation is or will become interested directly or indirectly as a contracting party, partner, shareholder, and surety or in any portion of the profits thereof, or in any of the monies to be derived, there from.
3. This Tender is made without any connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person making a Tender for the same and is in all respects without collusion or fraud.
4. By signing this submission, I confirm I have read and understood the content and requirements of this Tender document.

LOWEST OR ANY TENDER NOT NECESSARILY ACCEPTED

ACKNOWLEDGEMENT TO RECEIPT OF ADDENDA

This will acknowledge receipt of the following addenda and, that the pricing quoted includes the provision set out in such addenda.

ADDENDUM #	DATE RECEIVED
# _____	_____
# _____	_____

Check here if NO Addenda received

DATED AT _____ THIS _____ DAY OF _____ 2018

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

By my signature, I hereby confirm I am a principal, or have been duly authorized by the principal/board, to sign on behalf of the above named.

PLEASE RETURN THIS FORM WITH YOUR SUBMISSION

RESPONDENT INFORMATION FORM

Bidders must complete this form and name one person to be the contact for the RFT response and for any clarifications or amendments that might be necessary.

1.	Full Legal Name of Respondent:	
2.	Any Other Relevant Name Under Which the Respondent Carries on Business:	
3.	Street Address:	
4.	City, Province/State:	
5.	Postal/Zip Code	
6.	Office Toll Free Number (if any):	
7.	Office Phone Number:	
8.	Office Fax Number:	
9.	Company Website (if any):	
10.	WSIB Clearance Number (if applicable):	
11.	HST Account Number:	
12.	RFT Contact Person's Name and Title:	
13.	RFT Contact Person's Office Phone Number:	
14.	RFT Contact Person's Cell Phone Number:	
15.	RFT Contact Person's Fax Number:	
16.	RFT Contact Person's E-mail:	

RESPONDENT'S NAME &
TITLE

SIGNATURE

DATE

PLEASE RETURN THIS FORM WITH YOUR SUBMISSION

SCHEDULE OF UNIT PRICES

Municipality of Bayham– Various locations

Cost/litre - Yellow	\$
Cost/litre - White	\$

All prices exclude HST

PLEASE RETURN THIS FORM WITH YOUR SUBMISSION

PLEASE RETURN THIS FORM WITH YOUR SUBMISSION

CONFIRMATION OF FAVOURABLE HEALTH AND SAFETY PRACTICE FORM

The Contractor(s): _____

The Municipality of Bayham is committed to:

- i. The prevention of workplace injury and illness to all workers at Municipal locations.
- ii. The belief that contractor safety is compatible with the safety policy of the Municipality and is good business.
- iii. Assuming a leadership role by citing contractors for any violations of the contract.
- iv. To ensure the Municipal workplace is a healthy and safe working environment, contractors, constructors and subcontractors must have knowledge of and operate in compliance with the Occupational Health and Safety Act and any other legislation pertaining to employee health and safety.
- v. For long term contracts, or contracts involving pre-selected contractors, the Township reserves the right to cancel (or place on probation) the contract of any contractor who is charged and/or convicted of offences under the Occupational Health and Safety Act while carrying out any part of a project with the Municipality.

Contractor's Statement of Responsibility:

As a contractor retained to perform work for the Municipality of Bayham, I/we accept the following health and safety responsibilities:

- i. I/we will comply with all procedures and requirements of the Occupational Health and Safety Act, Municipal safety policies and procedures, department and site specific policies and procedures and all applicable legislation or regulations.
- ii. I/we will work safely with skill and care so as to prevent accidental injury to ourselves, fellow employees and all other persons on the site of work.
- iii. For contracts or sub-contracts that involve commercial motor vehicles as defined by the Highway Traffic Act, I/we acknowledge possession of a current Carrier CVOR abstract with one of the following safety ratings: Excellent; Satisfactory; Conditional, or Satisfactory-Unaudited.
- iv. I/we will advise the Municipality if the CVOR safety rating of our firm is changed to "Unsatisfactory" at any time during the course of the contract and, upon request, will provide the Municipality with a copy of the most recent Carrier CVOR abstract indicating the sanctions imposed by the Ministry of Transportation.

Contractor

Name of Person Signing for Contractor

Signature of Contractor

Date

PLEASE RETURN THIS FORM WITH YOUR SUBMISSION

TENDER EXECUTION

We agree that:

- 1) This Tender will be irrevocable until the expiry of the acceptance period stipulated in the Terms and Conditions and that failure to leave the Tender so open shall result in forfeiture of the Tender Deposit as liquidated damages: and
- 2) Notification of acceptance of the Tender shall be in writing, and may be sent by prepaid post; and if sent by prepaid post, acceptance shall be deemed to have been made on the date of mailing of such notification; and
- 3) The Contract Work shall be performed in accordance with the terms and the requirements of the Contract Documents and
- 4) We and/or our subcontractors will carry out any additional or extra Work (including the supply of any additional materials or equipment pertaining thereto) or will delete any Work as may be required by the Municipality in accordance with this Contract.

We declare that:

This Tender is made without any connection, comparison of figures or arrangements with, or knowledge of, any other corporation, firm or person making a Tender for the same Work and in all respects fair and without collusion of fraud; and

- No member of the Municipal Council, and no officer or employee of the Municipality is or will become interested directly or indirectly as a contracting party, partner, shareholder, surety or otherwise in the performance of the Contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof, or in any of the monies to be derived there from.

Dated at _____ this _____ day of _____ 2024

Name of Witness

NAME OF TENDERER

Signature of Witness

AUTHORIZING SIGNATURE OF TENDERER

TITLE

(Affix Corporate Seal)

SECTION D

GENERAL AND ITEM SPECIAL PROVISIONS

- INDEX -

SP1	General	pg 23
SP2	Safety	pg 23
SP3	Incidental Items.....	pg 23

SECTION D - GENERAL AND ITEM SPECIAL PROVISIONS

SP1 **GENERAL**

- a) All work is for the supply of all labour, equipment and materials required to complete the works as set out herein.

SP2 **SAFETY**

- a) The Contractor will be responsible to take all necessary steps to protect personnel (workers, visitors, general public, etc.) and property, from any harm during the course of the Contract. All work procedures and equipment shall be in accordance with the Contractor's and legislated standards.
- b) Only competent personnel will be permitted on-site. The inspector will determine who is competent, and will cause to remove from the site any persons not observing or complying with safety requirements. The Contractor shall supply competent personnel to implement their safety program and ensure that the Contractor's standards, and those of the Occupational Health and Safety Act, are being complied with.
- c) The Municipality of Bayham will monitor daily to ensure that safety requirements are met. Continued disregard for safety standards can cause the Contract to be cancelled and the Contractor removed from the work site.
- d) The Contractor shall report to the jurisdictional authorities, any accident or incident involving Contractor, Municipality or public personnel and/or property, arising from the Contractor's execution of the work.
- e) The Contractor shall include all provisions of this Contract and any agreement with subcontractors, and hold all subcontractors equally responsible for safe work performance.
- f) If the Contractor is responsible for delay in the progress of the work due to an infraction of legislated or Contractor Health and Safety requirements, the Contractor will, without additional cost to the Municipality, work such overtime not to delay in the final completion of the work or any operations thereof.

SP3 **INCIDENTAL ITEMS**

- a) The following is a partial list of items, the cost of which is to be included in the unit prices of the tender items. No additional payment will be made for the following:
 - . Cost of inflated insurance
 - . Cost of permits and fees