Downtown Huntsville BIA

Request for Quotation
Outdoor Lighting for Downtown Huntsville

Reference No. 2017-BIA-01

Issue Date:	21 August 2017
Closing Date & Time:	12 September 2017 at 12:00 pm
Mandatory Site Visit	Yes
Closing Locations	Downtown Huntsville BIA 8 West Street North Unit4 Huntsville, ON P1H2B6
Contact	Helena Renwick 8 West Street North Unit4 Huntsville, ON P1H2B6 huntsvillebia@bellnet.ca
Notice:	Late submissions will not be accepted

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1 INTRODUCTION

The mandate of the Downtown Huntsville BIA is to serve its members who want a vibrant, accessible and safe commercial, shopping and entertainment climate in downtown Huntsville, with a wide variety of offerings. It supports the members and their customers by improving the area, and helping to create a reason to come downtown. Please visit our web site at www.downtownhuntsvilleadventures.ca

2 SCOPE OF WORK

The intent of this request is to provide pricing for all material, equipment and installation labour for lighting Downtown Huntsville. The scope of the project should include details and separate pricing for:

1) Permanent accent lighting (white or coloured lights – please provide quote for each separately) for the outside of Huntsville Town Hall and the Algonquin Theatre at 37 Main St E, Huntsville ON P1H 1A1.

2) Festive seasonal Christmas lighting for Main Street Huntsville to be designed and installed. There are 40 light posts and 20 trees in the downtown core. Proposal should also include an option to light up the swing bridge in Downtown Huntsville.

3 REQUIREMENTS OF THE SUBMISSION

Must Submit:

- 3 references
- work schedule (work should be completed before the end of November)

Failure to submit the above with your quote will result in the submission being disqualified without further review.

4 SUBMISSION OF BID

The submission is to be submitted in a sealed envelope clearly marked with the submissions name (Appendix D – Submission Label) and submitted to the individual noted below on or before the closing date and time. Your submission must be written in ink or type written. Erasure, overwriting or strike-outs must be initialed by the person signing on behalf of the proponent.

Note: Should you decide not to use Submission Label on your envelope in lieu of the label provided, the front of your envelope must indicate ALL of the information as shown on Appendix D.

If sending your submission by courier, please put the label on the outside of the courier package.

The Town of Huntsville cannot be held responsible for documents submitted in envelopes that are not labeled in accordance with the above instructions.

E-mail submissions to Helena Renwick huntsvillebia@bellnet.ca are acceptable

Submissions shall not be accepted after the closing date and time. Proponents may not make modifications to their submissions after the closing date and time.

All submissions shall become the property of the Downtown Huntsville BIA.

It is the responsibility of each proponent to submit all required documents as outline in this RFP Failure to provide a submission on all options set out will disqualify your submission.

Helena Renwick
Executive Director – Downtown Huntsville BIA
8 West Street North – Unit 4
Huntsville, Ontario P1H 2B6
Reference: CONFIDENTIAL
2017-BIA-01
Outdoor Lighting for Downtown Huntsville

4.1 QUESTIONS AND ANSWERS

To ensure fairness to all Proponents, any and all questions that require detailed clarification or that may materially alter this submission shall be submitted in writing (email form is acceptable) by 12 September 2017 at 12:00 pm

The Downtown Huntsville BIA reserves the right to not respond to any questions after this date.

Should any error, ambiguity, divergence, omission, oversight, contradiction, or item subject to interpretation be identified in this submission, the Proponent shall, as it is discovered, notify the primary contact (in writing) requesting instruction, decision, direction or clarification of same. The primary contact will determine the extent of resolution required.

Questions and requests for clarification can be directed to:
Helena Renwick
huntsvillebia@bellnet.ca

Any revision to this RFP will be issued as an addendum to all proponents.

4.2 REFUSAL OF BID RESPONSE

The BIA, within it sole discretion, will not accept a bid response from:

1. Any entity which is considering or proposing to initiate litigation against the Town of Huntsville or the BIA, or against which the Town of Huntsville or the BIA is considering or proposing to initiate litigation with respect to any previous contract, bid submission or business transaction, with the Town or BIA; and

2. Any entity which has either breached, or has failed to perform satisfactorily in, a previous Town or BIA contract in the last five (5) years, and which has been notified by the Town or BIA of:

   (i) its failure to have performed satisfactorily; and

   (ii) the fact that the Town or BIA will not accept a bid response. The BIA will notify such entity of its breach or failure to perform as soon as is reasonably practicable in the circumstances.

4.3 SITE VISIT

Bids of all Proponents who did not visit the site will be returned unopened.

- Site Visits can be arranged by emailing Helena huntsvillebia@bellnet.ca or calling 705-789-1400

5 GENERAL INSTRUCTIONS TO PROPONENTS

5.1 CLOSING DATE/TIME

Submissions must be received by the Executive Director of the Downtown Huntsville BIA no later than 12 September 2017 at 12:00 pm.

Submissions received later than the specified closing date and time will be returned unopened to the proponent.

Submissions will be opened publicly on 13/09/2017 at 9:00 am at the Town of Huntsville, Council Chambers, 37 Main St East, Huntsville, Ontario, P1H 1A1

5.2 PUBLIC OPENING

Interested members of the public are invited to attend the bid opening. All bid names and amounts will be read aloud.

All submissions are subject to further analysis to ensure that the submission has met all of the requirements of the procurement.

5.3 OPTION TO RENEW CONTRACT

If it is mutually agreeable between the BIA and the Proponent, the contract entered into between the two parties may be renewed for an additional year.

5.4 BID DEPOSIT & CONTRACT SECURITY

5.4.1 BID DEPOSIT

A bid deposit is required to be attached to your submission. The amount required must be in accordance with section 6 Minimum Deposit Required.

Each submission shall include a deposit in the form of an ORIGINAL certified cheque, bank draft, money order or bid bond made **payable to The Corporation of the Town of Huntsville.** PHOTOCOPIES, FACSIMILE COPIES AND OTHER REPRODUCTIONS OF ORIGINAL DOCUMENTS ARE NOT ACCEPTABLE.

If applicable, the bid bond shall remain valid and in effect for a period not less than ninety (90) days from the submission deadline.

The submission deposit will be retained until a RFP has been awarded and the other documents required herein have been furnished to the satisfaction of the BIA.

Once the RFP has been awarded, the other Proponent's Bid Deposits (certified cheque, bank draft or money order) will be returned.

5.4.2 CONTRACT SECURITY

The Awarded Proponent's bid deposit shall be kept in force throughout the duration of the contract and will be held until performance under the contract is complete as determined by the BIA.

Where a bidder has provided a bid bond as a deposit they will be required to also submit an Agreement to Bond (Surety Consent) issued by a surety company licensed to issue surety bonds in the Province of Ontario. Contract security requirements upon being awarded the contract shall be a Performance Bond equal to fifty percent (50%) of the contract price, excluding taxes.

6 MINIMUM DEPOSIT REQUIRED

Total Amount of Bid	**Minimum Deposit Required (CAD)**
$400,000 or Less	15% of Contract Price
$400,001 or More	50% of Contract Price

6.1 IDENTIFICATION

Each submission shall contain the full name of the proponent, and be duly signed by a person with binding corporate authority.

6.2 CONFLICT OF INTEREST

The proponent hereby declares by submitting a bid that they do not and will not have any conflict of interest, actual or potential, by providing a submission.

6.3 ACKNOWLEDGEMENT

The proponent acknowledges that they have carefully reviewed this RFP, including any and all other related relevant documents, and understands the scope of work proposed; further, they confirm that their submission is based entirely on the terms, specifications, requirements and conditions as set out in the RFP document.

Upon awarding the RFP, the RFP will be deemed to be a "Contract" between the Successful Proponent ("Proponent") and the Downtown Huntsville BIA ("BIA").

6.4 ACCEPTANCE OR REJECTION OF SUBMISSIONS

The BIA reserves the right to reject any and/or all submissions received. The BIA is not under any obligation to award a contract, and reserves the right to terminate the RFP at any time for any reason, and to withdraw from discussions with all or any of the proponents who have responded.

The BIA reserves the right to waive formalities for the acceptance of submission as the interests of the BIA may require.

The receipt and opening of a submission does not constitute acceptance of any submission. Further, any incomplete information, not properly signed/dated, submissions received after the closing date/time, will be rejected as incomplete.

6.5 AMENDMENT OR WITHDRAWAL OF SUBMISSIONS

The proponent may amend or withdraw their submission prior to the closing date and time by submitting a clear and detailed written notice to the RFP contact. All submissions become irrevocable after the closing date and time.

6.6 ACCEPTANCE OF SUBMISSION

If the proponents submission is accepted, the proponent agrees to execute an agreement to undertake the scope of work as defined in this RFP within 30 (thirty) days of Notice of Award to the successful proponent.

The successful Proponent will be required to provide the following documentation within (7) days of notification of award.

- Certificate of Insurance as required under Insurance Requirements
- WSIB Clearance Certificate
- Completed Contractor Health and Safety Responsibility Agreement form (Appendix B)

6.7 BINDING AGREEMENT

All submissions shall be final and binding on the proponent for a period of 45 (forty-five) days from the closing date and time and may not be altered by a subsequent offerings, discussions, or commitments unless the proponent is requested to do so by the BIA.

6.8 SUBMISSION COST

The BIA will not reimburse any proponent for any costs related to the preparation of a submission response to this RFP. Without foregoing any generalities, this shall extend to any onsite review, presentations, and nay supplemental information provided, and shall also extend to subsequent negotiations, if any, with the BIA.

6.9 ADDENDA

In the event that questions/responses to the RFP require amendments or modifications to the original document, such amendments shall be posted on the Town of Huntsville Website. It is the proponents' sole responsibility to review the aforementioned website for any amendments/modifications to this RFP.

7 EVALUATION CRITERIA

The BIA will not necessarily accept the lowest price or any submission. Any implication that the lowest price or any submission will be accepted is hereby expressly negated.

Each response to this RFP will be evaluated by the Evaluation Team to determine the degree to which it responds to the requirements as set out. Other factors in addition to price will be considered when submissions are evaluated. Factors to be considered will include, but not necessarily be limited to:

- Evaluation Criteria
  - 25% Price
  - 25% Project Timeline
  - 25% experience/references
  - 25% efficiency of materials used

8 SUSTAINABLE PURCHASING

The Town of Huntsville recognizes that through its procurement function it has the power to bring about environmental and social improvements both locally and globally while maximizing economic benefits.

The BIA may make attempts to preserve the environment and reserves the right to encourage the procurement of supplies and services with due regard to the preservation of the natural environment; suppliers may be selected to supply goods made by methods resulting in the least damage to the environment, and/or to supply goods incorporating recycled materials where practicable. It is to be understood that

total lifecycle cost analysis may be required to ensure that these supplies and services are financially viable and available at competitive prices.

9 GENERAL CONDITIONS

9.1 HOLDBACKS

Holdbacks will be in accordance with the Ontario Construction Lien Act.

9.2 INVOICING & PAYMENTS

- Each invoice must be identified by the associated Reference number 2017-BIA-01; the proponent's HST registration number (if applicable). Payment for approved invoices will be within 30 days from the date of the invoice or work completed, whichever is longer, except where a holdback is required on the work performed.

- Where holdbacks are included in an invoice, any amounts being held back for future payment will be shown prior to any application of applicable taxes.

- If required certificates or confirmation as outlined in the request for procurement have not been provided to the Town, invoices will be held until such time that they are received.

- Consultants will provide as requested by the Purchaser detailed logs of time billed to the purchaser, including hourly rate, time and date worked and description of service provided.

- Payment will be made through the Town of Huntsville. The Town's preferred method of payment is through an Electronic Funds Transfer (EFT). Suppliers may complete the attached form for electronic payment. (Appendix C)

9.3 REIMBURSEMENT OF EXPENSE

The BIA and the Town shall reimburse proponent/consultant for travel and other expenses as identified in this contract, or as authorized in writing, in advance by purchaser. Proponent or Consultant shall provide a detailed itemization of expenses, including description, amounts and dates, and receipts for amounts as requested by the Purchaser.

The amount reimbursed to the proponent is included in calculating the total amount spent under this contract unless specified otherwise in the agreement.

10 QUALITY ASSURANCE

10.1 PROPONENT COMMITTMENTS, WARRANTIES AND REPRESENTATIONS

Any written commitment by proponent within the scope of this contract shall be binding upon proponent. Failure of proponent to fulfill such a commitment may

constitute breach and shall render proponent liable for damages and other remedies under the terms of this contract.

10.2 RIGHT OF INSPECTION

Proponent shall provide right of access to its facilities to The Town, or any of The Town's officers, or to any other authorized agent or official of the Town, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

10.3 WARRANTIES

Proponent warrants that all materials, supplies, services and/or equipment provided under this contract shall be fit for the purpose(s) for which intended, for merchantability, and shall conform to the requirements and specifications herein. Acceptance of any materials, supplies, service and/or equipment, and inspection incidental thereto, by the purchaser shall not alter or affect the obligations of the proponent or the rights of the purchaser.

11 CONTRACT TERMINATION

11.1 MATERIAL BREACH

A proponent may be terminated for cause by the BIA, at the sole discretion of the BIA, for failing to perform a contractual requirement or for a material breach of any term or condition. Material breach of a term or condition of the contract may include but is not limited to:

- Proponent failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the contract;
- Proponent failure to carry out any warranty or fails to perform or comply with any mandatory provision of the contract;
- Proponent becomes insolvent or in an unsound financial condition so as to endanger performance hereunder;
- Proponent becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the proponent's proper performance hereunder; Appointment of any receiver, trustee, or similar official for proponent or any of the proponent's property and such appointment endangers the proponent's proper performance hereunder;
- A determination that the proponent is in violation of federal, provincial, or local laws or regulations and that such determination renders the proponent unable or unfit to perform any aspect of the contract.

11.2 OPPORTUNITY TO CURE

In the event that proponent fails to perform a contractual requirement or materially breaches any term or condition, the BIA may issue a written cure notice. The proponent may have a period of time in which to cure. The Town is not required to allow the proponent to cure defects if the opportunity for cure is not feasible as determined solely within the discretion of the BIA. Time allowed for cure shall not diminish or eliminate proponent's liability for Contract Terms and Conditions liquidated or other damages, or otherwise affect any other remedies available against proponent under the contract or by law.

If the breach remains after proponent has been provided the opportunity to cure, the BIA may do any one or more of the following:

- Exercise any remedy provided by law;
- Terminate this contract and any related contracts or portions thereof;
- Procure replacements and impose damages as set forth elsewhere in this contract;
- Impose actual or liquidated damages;
- Suspend or bar proponent from receiving future solicitations or other opportunities;
- Require proponent to reimburse the Town for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the contract.

11.3 TERMINATION FOR CAUSE

In the event the BIA, in its sole discretion, determines that the proponent has failed to comply with the conditions of this contract in a timely manner or is in material breach, The BIA has the right to suspend or terminate this contract, in part or in whole. The BIA shall notify the proponent in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days or as otherwise specified by the BIA, or if such corrective action is deemed by The BIA to be insufficient, the contract may be terminated. The BIA reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the proponent from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the proponent or a decision by The BIA to terminate the contract.

In the event of termination, the Town shall have the right to procure for all purchasers any replacement materials, supplies, services and/or equipment that are the subject of this contract on the open market. In addition, the proponent shall be liable for damages as authorized by law including, but not limited to, any price difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

If it is determined that: (1) the proponent was not in material breach; or (2) failure to perform was outside of proponent's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "termination for convenience." The rights and remedies of The Town and/or the purchaser provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

11.4 TERMINATION FOR CONVENIENCE

Except as otherwise provided in this contract, the Town, at the sole discretion of the Town, may terminate this contract, in whole or in part by giving 30 calendar days or other appropriate time period written notice beginning on the second day after mailing to the proponent. If this contract is so terminated, the Purchaser shall be liable only for payment required under this contract for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the purchaser prior to the effective date of contract termination.

The Town shall not have any other obligation whatsoever to the proponent for such termination. This Termination for Convenience clause may be invoked by the BIA when it is in the best interest of the BIA.

11.5 TERMINATION FOR WITHDRAWAL OF AUTHORITY

In the event that the BIA and/or purchaser's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this contract and prior to normal completion, The BIA may terminate this contract, in whole or in part, by seven calendar days written notice, or other appropriate time period, to proponent.

11.6 TERMINATION FOR NON-ALLOCATION OF FUNDS

If funds are not allocated to purchaser(s) to continue this contract in any future period, the BIA may terminate this contract with seven calendar days written notice, or other appropriate time period, to proponent, or work with proponent to arrive at a mutually acceptable resolution of the situation. Purchaser will not be obligated to pay any further charges for materials, supplies, services and/or equipment including the net remainder of agreed-to consecutive periodic payments remaining unpaid beyond the end of the then-current period. The BIA and/or purchaser agree to notify proponent in writing of such non-allocation at the earliest possible time.

No penalty shall accrue to the purchaser in the event this section shall be exercised. This section shall not be construed to permit the BIA to terminate this contract in order to acquire similar materials, supplies, services and/or equipment from a third party.

11.7 TERMINATION FOR CONFLICT OF INTEREST

The BIA may terminate this contract by written notice to proponent if it is determined, after due notice and examination, that any party to this contract has violated the Supply Chain Code of Ethics as defined in this policy, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this contract is so terminated, the BIA and/or purchaser shall be entitled to pursue the same remedies against proponent as it could pursue in the event that the proponent breaches this contract.

11.8 TERMINATION BY MUTUAL AGREEMENT

The BIA and the proponent may terminate this contract in whole or in part, at any time, by mutual agreement.

11.9 TERMINATION PROCEDURE

In addition to the procedures set forth below, if the BIA terminates this contract, proponent shall follow any procedures the BIA specifies in the termination notice.

Upon termination of this contract and in addition to any other rights provided in this contract, The BIA may require the proponent to deliver to the purchaser any property specifically produced or acquired for the performance of such part of this contract as has been terminated.

The purchaser shall pay to the proponent the agreed upon price, if separately stated, for completed work and service(s) accepted by the purchaser, and the amount agreed upon by the proponent and the purchaser for (i) completed materials, supplies, services rendered and/or equipment for which no separate price is stated, (ii) partially completed materials, supplies, services rendered and/or equipment, (iii) other materials, supplies, services rendered and/or equipment which are accepted by the purchaser, and (iv) the contract terms and conditions and preservation of property, unless the termination is for cause, in which case the BIA and the purchaser shall determine the extent of the liability of the purchaser. The purchaser may withhold from any amounts due to the proponent such sum as the BIA and purchaser determine to be necessary to protect the purchaser against potential loss or liability.

The rights and remedies of the BIA and/or the purchaser provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a termination notice, and except as otherwise expressly directed in writing by the BIA, the proponent shall:

- Stop all work, order fulfillment, shipments, and deliveries under the contract on the date, and to the extent specified, in the notice;

- Place no further orders or subcontracts for materials, services, supplies, equipment and/or facilities in relation to the contract except as is necessary to complete or fulfill such portion of the contract that is not terminated;
- Complete or fulfill such portion of the contract that is not terminated in compliance with all contractual requirements;
- Assign to the purchaser, in the manner, at the times, and to the extent directed by the BIA on behalf of the purchaser, all of the rights, title, and interest of the proponent under the orders and subcontracts so terminated, in which case the purchaser has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the BIA and/or the purchaser to the extent The BIA and/or the purchaser may require, which approval or ratification shall be final for all the purposes of this clause;
- Transfer title to the purchaser and deliver in the manner, at the times, and to the extent directed by the BIA on behalf of the purchaser any property which, if the contract had been completed, would have been required to be furnished to the purchaser;
- Take such action as may be necessary, or as the BIA and/or the purchaser may direct, for the protection and preservation of the property related to this contract which is in the possession of the proponent and in which the BIA and/or the purchaser has or may acquire an interest.

12 CONFIDENTIALITY AND FREEDOM OF INFORMATION

All correspondence, documentation and information provided to staff of the BIA by any proponent in connection with, or arising out of this request for procurement will become the property of the Municipality and as such is subject to the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA), and may be released, pursuant to the Act.

All correspondence, documentation and information provided to the Evaluation Team may be reproduced for the purposes of evaluating the Proponents' response to this Request for procurement.

13 CONTRACTOR HEALTH AND SAFETY RESPONSIBILITY AGREEMENT

The Proponent must sign off the Town's Contractor Health and Safety Responsibility agreement as outlined in Appendix B.

14 OCCUPATIONAL HEALTH AND SAFETY ACT

The Proponent's attention is drawn to the regulations issued by the Ministry of Labour for the Province of Ontario under the Occupational Health and Safety Act. The proponent acknowledges that they will comply with these regulations and that they will be the Proponent under said Act as it relates to the completion of this procurement.

15 WHMIS

The proponent must provide a list of any designated substances and/or WHMIS controlled materials that will be brought onto the worksite, as well as material safety data sheets for same.

16 PROVINCIAL SAFETY REQUIREMENTS

All work done under this procurement shall comply with the current Provincial Safety Requirements.

17 INSURANCE AND RISK MANAGEMENT

17.1 PROTECTION OF PROPERTY

The Proponent will be responsible for any damage that may occur relative to the execution of all operations arising from the Contract. Any damage done to the BIA or surrounding property must be made good to the satisfaction of the Town of Huntsville.

17.2 PROPONENT'S RESPONSIBILITY

The Proponent shall indemnify and hold harmless the Town or the BIA, their agents and employees from and against claims, demands, losses, costs, damages, actions, suits or proceeding arising out of the Proponent's performance of the Contract which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the Place of Work.

17.3 INSURANCE REQUIREMENTS

The successful proponent, and each and every sub-contractor (if applicable) shall, for the term of the contract, maintain full, necessary and adequate insurance with insurers licensed to carry on business in the Province of Ontario, at their own expense.

- Such coverage must be maintained and in effect continuously while the work is in progress.
- Certificates must provide; for thirty (30) days' notice to the Municipality in the event of cancellation or in the event of non-renewal of an Insurance Policy or pertinent coverage.

Insurance Requirements - Copy the proper requirements from "Insurance Coverage Policy" that can be found on the inner circle under Policies and Procedures.

17.4 CERTIFICATE OF INSURANCE

Prior to commencement of the Work and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Proponent shall promptly provide the BIA with confirmation of coverage and, if required, a certified

true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the Work.

17.5 WORKPLACE SAFETY AND INSURANCE BOARD CLEARANCE

The WSIB will issue a clearance number issued free of charge which declares that a business, contractor or subcontractor is registered with WSIB and has an account in good standing with WSIB. The proponent shall provide proof of being registered and in good standing with WSIB by providing a clearance number to the BIA prior to execution of the agreement and will keep this in force for the duration of the contract. If WSIB coverage is not deemed to be required by the WSIB, proof must be provide to the BIA directly from WSIB.

18 APPENDIX A – BID SHEET

Outdoor Lighting for Downtown Huntsville

BID RATES:

$_____
(Amount to be read at Public Opening)

H.S.T. $_____

TOTAL BID $_____

DATE: _____

BIDDER _____
Bidder's Name

_____

Bidder's Address

_____

City Province Postal Code

_____

Telephone Number Fax Number

_____

E-mail Address

_____

Authorized Signature

_____

Printed Name and Position of Signer

19 APPENDIX B – CONTRACTOR HIRING HEALTH AND SAFETY PROCEDURE

SECTION OF MANUAL *Health & Safety*	***EFFECTIVE DATE DD/MM/YY*** *15/05/10* ***Amended Date:*** *26/10/2015*
SUBJECT **Contractor Hiring Health and Safety Procedure**	**INDEX** HR HS
OBJECTIVE To ensure that the Town of Huntsville and its employees are duly diligent in fulfilling all legislation and company safety rules, regulations and procedures with respect to the actions of contractors and/or subcontractors.	
POLICY Contractor Hiring Health and Safety Procedure	
DEFINITIONS "contractor or subcontractor" means a person who performs work or supplies services to the Town of Huntsville.	
PROCEDURES / GUIDELINES **SCOPE:** The Town of Huntsville is vitally interested in the ongoing protection of the health and safety of our staff, visitors,	

and clients while on our premises. To ensure that safe work practices are consistently employed, all contractors must be hired according to the guidelines as set out within this procedure.

1. Prior to the hiring of any contractor, the Town of Huntsville staff is directed to receive prior approval from Directors for any work to be done.

2. The contractor/sub-contractor agrees to abide by the rules and regulations of the Occupational Health and Safety Act of the Province of Ontario and associated regulations and the rules and regulations of the Workplace Safety and Insurance Board and its regulations.

3. The contractor/sub-contractor agree to abide by the Town of Huntsville Health and Safety Policy and Procedure manual and its rules and guidelines and will ensure that the employees under control of the contractor/sub-contractor will abide by these rules and guidelines.

4. The Town of Huntsville shall ensure that all approved Contractors sign a Health and Safety Responsibility Agreement prior to the start of any work to be performed.

TRAINING PLAN
None

POLICIES/LEGISLATION
OHSA and Regulation 851

APPENDICES
Contractor Health and Safety Responsibility Agreement

CONTRACTOR HEALTH AND SAFETY RESPONSIBILITY AGREEMENT

While at the Town of Huntsville facilities all contractors and their employees shall comply with site specific and the Town of Huntsville corporate policies and procedures, as well as the laws and regulations of this jurisdiction. Contractor/subcontractors are responsible for ensuring that their personnel are fully qualified and aware of their responsibilities while at the Town of Huntsville facilities.

Contractor/subcontractor employees shall always use proper equipment and safety devices, including personal protective equipment and shall operate according to safe working practices in order to prevent accidents and/or negative environmental impacts.

Where applicable, contractors/subcontractors shall also provide a copy of any pertinent Certificates of Approval and/or other specialized licenses and certificates.

Contractors/subcontractors shall submit a current Material Safety Data Sheet for any substance intended for use at the facility, and must further notify of the intent to use a hazardous substance prior to bringing the material on site.

Contractors/subcontractor shall be responsible for the use, care and removal of all materials, equipment or other items brought on site. Any wastes created are to be removed from the site in accordance with applicable legislation.

Contractors shall prevent spills, emissions or discharges, and shall be responsible for fully mitigating the impacts of any actual occurrences.

I _____of (Company Name)_____ have read and fully understand my responsibilities as part of the Town of Huntsville Contractor Activities and Control System.

_____ _____

Signature of Contractor Date

20 APPENDIX C – ELECTRONIC FUNDS APPLICATION

TOWN OF HUNTSVILLE

ELECTRONIC FUNDS TRANSFER AUTHORIZATION FORM

Instructions:

Please complete form below and provide deposit account details and attach a "VOID" cheque *or* confirmation letter from your bank containing your Agency's account details. Please sign and date the bottom of the form and return to:

Town of Huntsville, Accounts Payable
37 Main Street East, Huntsville, ON P1H 1A1
Or Fax to: 705-789-6689

Vendor Information:

Vendor Name

Street Address **City**

Province **Postal Code** **Email address (please provide for EFT notification)**

Phone Number **Fax Number**

Type of Service: Business ☐ Personal ☐

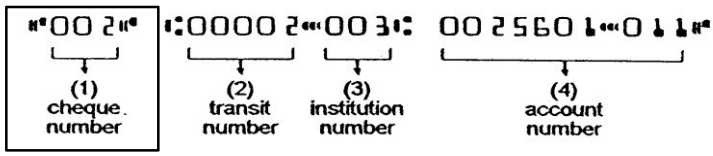
Deposit Account Details:

Name of Financial Institution:

Full Address of Financial Institution:

Institution Number (3)	Transit Number (2)	Account Number (4)	Please indicate One	
			New	Change

Account information example:



A "VOID" cheque ***must*** accompany this EFT request form

Note: Cheque number (1) not required on EFT form

TOWN OF HUNTSVILLE

ELECTRONIC FUNDS TRANSFER AUTHORIZATION FORM

The Town's standard payment terms are NET 30 days from the date of the invoice.

EFTs are processed on a weekly basis according to the invoice due date with the payment file being transferred on Wednesdays, resulting in funds deposited to vendors' bank accounts on Fridays.

Remittance slips that indicate invoice number, account number, amount being deposited and the date of the deposit are sent via email. Vendors without email access will receive hard copy remittance slips via regular mail.

Your EFT Agreement may be cancelled provided notice is received thirty (30) days before the next scheduled EFT.

You have certain recourse rights if any debit does not comply with these terms. For example, you have the right to receive a reimbursement for any EFT that is not authorized or is not consistent with this EFT Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.cdnpay.ca.

Authorization:

I_____, am an authorized signing authority for the purpose of completing this Electronic Funds Transfer request and authorize the Corporation of the Town of Huntsville to credit my invoice payments to the account I have designated.

Signature: Date:

This authorization must be signed in accordance with the signing authority required on the account.

Any questions can be directed via email to
lori.allen@huntsville.ca or by calling
705-789-1751 ext. 2260

The personal information you choose to provide on this form is collected under the authority of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). The information collected will be used for the proper administration of The Electronic Funds Transfer Authorization Form. Questions about this collection can be directed to the Clerk's Department, Town Hall, 37 Main Street East, Huntsville, ON, P1H 1A1, 705-789-1751 ext. 2255, tanya.calleja@huntsville.ca.

21 APPENDIX D – SUBMISSION LABEL

Firm Name:_____
Address: _____
_____
_____

Helena Renwick
Executive Director – Downtown Huntsville BIA
8 West St North, Unit#4
Huntsville, ON
P1H 2B6
Reference: CONFIDENTIAL
RFP 2017- BIA-01