



# **Request for Quotation**

## **BARRIER FREE BATHROOM RENOVATION**

**CO-17-04**

**Closing location: March 28TH, 2017 2:00 pm**  
The Town of Cobourg  
Victoria Hall

**Attention:** Lorraine Brace  
Manager of Legislative Services  
55 King Street, West  
Cobourg ON  
K9A 2M2

(PH) 905-372-4301  
(EMAIL) lbrace@cobourg.ca

<b>SECTION</b>	<b>TABLE OF CONTENTS</b>	<b>PAGE</b>
	Cover Page	Cover
Index	Table of Contents	2
Label	Tender Return – Label Receipt	3
Section One	Introduction & Background	4
Section Two	Definitions and Interpretations	4-5
Section Three	Instructions to BIDDERS	6-10
Section Four	Standard Terms and Conditions	10-17
Section Five	Terms of Reference, Site Meeting, Schedule	18-19
Section Six	<u>Form of TENDER</u> Agreement to Contract and Schedule of Prices References Equipment & Sub-Contractors Form Notice of No Bid Questions for Clarifications Return Label Fax Cover Sheet – Questions	20-24
“Attachments”	Drawing – Quinte Designs – Project No: 2016-16 (Addendum #1 February 15, 2017)  AODA Form	25  26



THE CORPORATION OF THE TOWN OF COBOURG

## TENDER BID RECEIPT LABEL

**THIS LABEL MUST BE SECURELY ATTACHED TO THE FRONT OF THE SEALED ENVELOPE CONTAINING THE TENDER BID.**

**ALL TENDER BIDS MUST BE RECEIVED AT:  
LEGISLATIVE SERVICES, 55 King Street West, Cobourg ON K9A 2M2  
905-372-4301**

<i>COMPLETED BY DEPARTMENT ISSUING TENDER BID</i>	
TENDER BID NUMBER:	CO - 17 - 04
TENDER BID NAME:	Barrier Free Bathroom Renovation
CLOSING DATE:	Tuesday, March 28TH, 2017
CLOSING TIME:	2:00 P.M.

<i>COMPLETED BY COMPANY SUBMITTING TENDER BID</i>	
SUBMITTED BY:	
COMPANY CONTACT:	
COMPANY NAME:	
COMPANY ADDRESS:	
COMPANY PHONE:	

<i>LEGISLATIVE SERVICES USE ONLY</i>		
TENDER BID RECEIPT:		
DATE:	TIME:	INITIALS:

**By-law 016-2012, Purchasing Policy (est March 19, 2012)**

Part 7.1, Section 7, RETURN RECEIPT OF COMPETITIVE BID DOCUMENTS, Purchasing Policy,  
*"All tender bids will be issued from and received at the office of the Municipal Clerk, located at the Main Floor of Victoria Hall, 55 King Street West, Cobourg, Ontario K9A 2M2, using the appropriate label or envelope as provided in bid package."*

## Section One - Introduction

### 1.00 INTRODUCTION

The Town was incorporated in 1839 and is a fully serviced urban community of 18,000 people with an active waterfront tourism program. The Town of Cobourg is governed by a two-tier municipal government and has enjoyed a steady growth over the last several years. The Town houses the Cobourg Marina on the North Shore of Lake Ontario

The Corporation of the Town of Cobourg is inviting proposals for Construction of Accessible Washrooms (2), installation of a Foot Bath and relocation of the Fish Cleaning Station at the Cobourg Marina in/or around the existing Fish Cleaning Room area.

### 2.00 BACKGROUND

The Cobourg Harbour & Waterfront is located on Lake Ontario, approximately 300 metres south of the downtown core of the Town of Cobourg. The Harbour is situated between a Public stone beach to the west and a sandy Public beach to the east. Cobourg Harbour is host to 218 serviced berths plus wall space and anchorage, two paddle boat clubs, a yacht club and a marina. The harbour is also a popular location for bird watching, sight-seeing and fishing.

With usage increasing the Town of Cobourg has deemed it necessary to install two new Barrier Free Washrooms, a Foot Cleaning Station for guests to wash sand and debris from their legs and feet before entering vehicles and to install a new Fish Cleaning Station to ensure the continuation of services to Fishing Anglers.

## Section Two – Definitions & Interpretations

### 1.0 Definitions

Wherever a term set out below appears in the text of this TENDER in capital letters, the term shall have the meaning set out for it in this Section 1. Wherever a term below appears in the text of this TENDER in lower case, it shall be deemed to have the meaning ordinarily attributed to it in the English language.

- a) **ALTERNATIVE** means a choice of things, each being fully compliant.
- b) **BIDDER'S LIST** means a list maintained by the MUNICIPALITY containing the names of firms or individuals who have expressed an interest in receiving notice of opportunities to supply goods or services to the MUNICIPALITY from time to time.
- c) **MUNICIPALITY** means THE CORPORATION OF THE TOWN OF COBOURG and includes successors and assigns.
- d) **CONTRACT** means the agreement to be entered into between the SUPPLIER and the MUNICIPALITY with respect to the supply of the EQUIPMENT, MATERIAL, and SERVICES. It shall be based upon this TENDER, with any agreed upon amendments, and shall also include any plans and terms of reference and will be held to cover the supply of any and all work, labour, implements, and MATERIAL that could be reasonably required to properly and satisfactorily supply the EQUIPMENT, MATERIAL AND/OR SERVICES.

- e) **SUPPLIER** and/or SUPPLIER means the BIDDER(s) whose TENDER(s) is/are accepted and who has/have agreed to supply the EQUIPMENT, MATERIAL AND SERVICES as described in the CONTRACT. In either case, the term extends to its legal representatives, successors and permitted assigns, agents, employees, SUPPLIERS and suppliers.
- f) **EQUIPMENT, MATERIAL** means all goods, MATERIAL, articles, EQUIPMENT, software and intellectual property (or any part of them) as described in the Terms of Reference attached to this TENDER as Part C and acquired through the inclusion of such EQUIPMENT, MATERIAL in a schedule to the CONTRACT from time to time throughout the term of the CONTRACT.
- g) **IMPROPER** means a TENDER that is not in conformity in some manner with the requirements of this TENDER but will be reviewed by the MUNICIPALITY to determine whether it may be considered in the evaluation process, in the sole and unfettered discretion of the MUNICIPALITY.
- h) **BIDDER(S)** means all persons, partnerships or corporations who respond to this TENDER, and includes their heirs, successors, and permitted assigns.
- i) **TENDER(S)** means the BIDDER'S submission in response to this TENDER, including the terms of reference, directions, specifications, schedules and requirements, together with all documents of any description and agreements made or to be made pertaining to the method of supplying the EQUIPMENT, MATERIAL AND/OR SERVICES or to the quantities as shown of acceptable MATERIAL to be furnished under the CONTRACT.
- j) **TENDER** means this Request for TENDER document, including all schedules, parts and attachments, as issued by the MUNICIPALITY, including any addenda or amendments made to it after initial use.
- k) **SERVICES** means the services as required and described in Part C, Terms of Reference, Specifications/Deliverables of this TENDER and EQUIPMENT, MATERIAL as described in the Terms of Reference attached to this TENDER as Part C and the Schedule of Prices attached to this TENDER as Part D.
- l) **TOTAL ACQUISITION COST** means the sum of all costs, including purchase price, all taxes, warranty, life cycle cost, operating and disposal costs.

**2.0 Interpretation:** The following rules of interpretation apply:

- a) The term 'best value' means the most cost efficient and effective manner of supplying the EQUIPMENT, MATERIAL AND/OR SERVICES in the sole and unfettered opinion of the MUNICIPALITY.
- b) Where any mention is made to the masculine gender in any part of this TENDER or the CONTRACT, it shall be interpreted as, and deemed to mean, the masculine or feminine gender. Words in the singular can be interpreted in the plural, and vice versa, as the context allows.
- c) Each reference to Provincial legislation in this TENDER, unless otherwise specified, is a reference to the Revised Statutes of Ontario, 1990 edition, and, in every case, includes all applicable amendments to the legislation, including successor legislation.
- d) The words "shall", "will", and "must" used in this TENDER denote imperative.
- e) The word "may" used in this TENDER denotes permissive.
- f) The word "and" is an inclusive conjunction, the use of which indicates that all items or phrases in the subsection, article, or list in which it appears are permitted or required, as the case may be. The word "or" is an alternate conjunction, the use of which indicates that alternate or optional items or phrases in the subsection, article or list in which it appears are permitted or required, as the case may be; however, notwithstanding the foregoing, where the context permits, the word "or" may also be an inclusive conjunction having the same meaning as the word "and".

### **Section Three – Instruction To Bidders**

#### **1.0 Tender Delivery & Opening**

- a) **TENDERS** made on the forms provided must be submitted in a sealed package, clearly marked and must be submitted to the following address to the attention of the following individual prior to 2:00:00 p.m., Local Time March 28TH, 2017 (the “deadline for submission”). TENDERS must be time-stamped at the above location to be considered. Late submissions will not be accepted and will be returned unopened without exception. The time stated on the time stamp located in the following office shall be the only recognized timepiece for the purpose of this submission.

**THE CORPORATION OF THE TOWN OF COBOURG**  
**Legislative Services**  
**55 King Street, West**  
**Cobourg, ON, K9A 2M2**

- b) **BIDDERS** shall submit one document marked “original” and one (1) additional copy.
- c) **TENDERS** received after the deadline for submission will be considered as noncompliant and will be returned unopened. In the event that the TENDER is too large for an envelope, the TENDER shall be sealed in a carton clearly marked with the CONTRACT number and description.
- d) **MAIL** or courier services for delivery of a TENDER will be at the risk of the BIDDER. The TENDER must come into the possession of the above-mentioned representative of the MUNICIPALITY before the deadline for submission or the TENDER will be returned to the BIDDER unopened. In the event that the TENDER is hand delivered and is received past the deadline for submission, the TENDER envelope will be time stamped and returned unopened to the deliverer immediately. In the event that the TENDER is received by a means other than ‘in person’ and is received past the submission deadline, it will be time stamped and returned unopened by courier.
- e) **Note:** Since TENDERS must be submitted in a sealed envelope, submissions by facsimile or electronic delivery secure site or otherwise, are not acceptable.
- f) **The onus** unequivocally remains with the BIDDER to ensure that TENDERS are delivered to the office of the Municipal Clerk, located at the Main Floor of Victoria Hall, 55 King Street West, Cobourg, Ontario K9M 2M2, using the appropriate label or envelope as provided in bid Package, by the deadline for submission, in accordance with the submission instructions. Misdirected TENDERS received after the deadline for submission will not be accepted and will be returned unopened. Requests for adjustments to submitted TENDERS by telephone, fax or electronically will not be considered.
- g) **The MUNICIPALITY** shall not be liable for any cost of preparation or presentation of TENDERS, and all TENDERS and accompanying documents submitted by the BIDDER become the property of the MUNICIPALITY and will not be returned. There will be no payment to BIDDERS for work related to any MATERIAL supplied in the preparation, presentation and evaluation of any TENDER, nor for the CONTRACT negotiations whether they are successful or unsuccessful.

- h) TENDERS** will be opened at a public TENDER opening meeting 15 minutes following the deadline for submission in the Committee Room, The Corporation of the Town of Cobourg, 55 King Street West, Cobourg ON, and BIDDERS are invited to attend.
- i) The MUNICIPALITY**, its elected officials, employees and agents shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any BIDDER, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the MUNICIPALITY of any TENDER, or by reason of any delay in the acceptance of any TENDER.

## 2.0 Tender Submission

- a) Submission** of a TENDER will constitute acceptance of all provisions contained in this TENDER on the part of all BIDDERS.
- b) Submitting** a TENDER, BIDDERS must ensure that all areas of this TENDER that require information are completed and submitted in accordance with the instructions, including but not limited to a completed original Schedule of Prices. Failure to do so may result in the incomplete TENDER being rejected.
- c) If TENDER** does not conform in every detail with the Terms of Reference – Specifications/Deliverables attached to this TENDER as Part C, the BIDDER is required to explain the deviation in the TENDER.
- d) All TENDERS** must be made upon the Form of TENDER/Agreement to Contract attached to this TENDER as Part D.
- e) The TENDER** must bear an original signature of an authorized signing officer of the BIDDER or the TENDER may be rejected. If a joint TENDER is submitted it must be signed by signing officers of each of the joint BIDDERS.
- f) TENDERS** which are incomplete, conditional, illegible, or obscure or which contain reservations, erasures, alterations, or irregularities will be declared IMPROPER and may be rejected. TENDERS must be legible, written in ink, or by typewriter. TENDERS written in pencil will not be considered. In the case of an error in extending the unit prices, the unit price shall determine the tendered price.
- g) None of the conditions** contained on the BIDDER'S standard or general conditions of sale shall be of any effect unless explicitly agreed to by the MUNICIPALITY and specifically referred to on the Contract.
- h) Any erasures** or corrections to a TENDER must be initialed or noted by the BIDDER or the TENDER may be deemed as IMPROPER and may not be considered.
- i) If after reading** the TENDER, your organization does not wish to submit a TENDER, do not forward the material to another organization. Discard the material and return a completed "Notice of No TENDER" and/or return all MATERIAL immediately to the MUNICIPALITY.
- j) Failure to submit** a TENDER or to return the "Notice of No Bid" on invitation will result in the removal of the BIDDER'S name from the Municipality's BIDDERS' LIST.

### 3.0 Inquiry

- a) **All inquiries** regarding this TENDER shall be directed, in writing, to the attention of Paul Gauthier, Waterfront Operations Manager by fax: 905-372-7421, or by e-mail: pgauthier@cobourg.ca. A fax cover sheet, entitled "Questions for Clarification" is included for the BIDDER'S convenience.
- b) **Any inquiries** will be responded to in writing. Any clarification shall not alter the TENDER. Oral arrangements or discussions cannot be relied upon.
- c) **If during the period** prior to submission of TENDERS, the MUNICIPALITY determines, in its sole and unfettered discretion, that part of the TENDER requires formal amendment or clarification, written addenda to this TENDER will be produced and distributed to all known BIDDERS. In that case, the TENDERS shall identify the addenda and indicate how they respond to them.
- d) **BIDDERS** attempting to contact MUNICIPALITY staff or elected officials other than the contact indicated in this TENDER in subsection a) above, for whatever reason, during the TENDER or evaluation process, are advised that such action may result in their disqualification from the process and removal of their name from the BIDDER'S LIST. If consultation is deemed to be necessary by the MUNICIPALITY, a pre-TENDER meeting of all BIDDERS and MUNICIPALITY staff will be arranged at a location of the MUNICIPALITY'S choosing. The MUNICIPALITY reserves the right to change the deadline for submission, if necessary, to accommodate such a meeting.
- e) **No officer**, agent or employee of the MUNICIPALITY is authorized to verbally alter any portion of this TENDER. During the period prior to submission of TENDERS, any clarification will be issued in the form of written addenda. The BIDDER shall list and attach any addenda that were considered when the TENDER was prepared. Failure to execute and return any and all addenda issued by the MUNICIPALITY will result in the TENDER being deemed as IMPROPER.
- f) **Although the MUNICIPALITY** will make every reasonable effort to ensure a BIDDER receives all addenda issued, it is the BIDDER'S ultimate responsibility to ensure all addenda have been received.
- g) **All references** to BIDDER include all staff from the proposing organization as well as all SUPPLIERS and SUB-CONTRACTORS that the proposing organization may hire to supply the EQUIPMENT, MATERIALS, SUPPLIES AND/OR SERVICES.

### 4.0 Tender Content

***TENDERS will be deemed complete if they include:***

- a) **A completed** and executed Form of TENDER - Agreement to Contract and Schedule of Prices, attached to this TENDER as Part D.
- b) **Reference** list, attached to this TENDER as Part D. BIDDERS must provide three appropriate references of a similar size and nature, including contact names and telephone numbers.
- c) **List of** sub-contractors to be utilized;
- d) **Accessibility** Form (AODA Form)

If any of the above information is missing or deficient, the MUNICIPALITY reserves the right, in its sole and unfettered discretion, to request written clarification, or, if substantively remiss, to reject the TENDER in its entirety.



**5.0 Tender Evaluation** TENDERS will be evaluated on the basis of information provided by the BIDDER at the time of the submission as well as the previous experience of the BIDDER in this marketplace.

- a) **TENDER** quality: including organization, clarity, completeness, content and presentation;
- b) **BIDDER** experience in similar or related projects as well as their experience with government bodies. Information shall include all items outlined in Part C;
- c) **The cost** effectiveness of each TENDER will be based upon the information supplied in Part C of the TENDER.
- d)

ITEM	CRITERIA	ASSIGNED WEIGHT (A)	UNIT POINTS AWARDED (B)	TOTAL POINTS (A * B)	REMARKS
1	Price	25			
2	Quality of Plan	25			
3	Timeline	10			
4	Suitability of Proposal	20			
5	Referrals/References	10			
6	Local Contractor	10			
	TOTAL	<b>100</b>			

	<u>Points</u>
POOR	1 – 3
FAIR	4 – 6
GOOD	7 – 8
EXCELLENT	9 – 10

The assigned weight of each criterion is multiplied by the appropriate degree of satisfaction to yield the total points. Summation of the total points for each criterion yields a total score, which represents the overall degree of satisfaction with each proposal.

Selection of a proposal(s) will be based on all the above criteria (but not solely limited to the above) and any other relevant information provided by the Proponent(s). The Town reserves the right to prioritize and weigh the importance of each criterion confidentially. The Town will not be liable for any costs incurred by Proponents in the preparation of proposals, site inspections, interviews, or any other services that may be requested as part of the evaluation process.

Scored by: \_\_\_\_\_

Date: \_\_\_\_\_

Score: \_\_\_\_\_ Rank: \_\_\_\_\_

## 7.0 Acceptance of Terms

Each BIDDER, by submitting a TENDER, represents that the BIDDER has read, completely understands, and accepts the terms, conditions, and terms of reference of the TENDER in full.

## 8.0 Requirements at Time of Execution

Subject to an award of the TENDER by The Corporation of the Town of Cobourg, the Bidder is required to submit the following documentation in a form satisfactory to The Corporation of the Town of Cobourg for execution within ten (10) days after being notified in writing to do so by Municipality:

- a) **Certificate** of Clearance from Workers Compensation Board;
- b) **Evidence** of General Liability, automobile, equipment, public liability and property damage insurance.

**If any of the TENDER and deposit requirements have not been met, the TENDER will be rejected. The Corporation of the Town of Cobourg has the right to accept a TENDER and waive what it considers to be minor deviances from the mandatory requirements and acceptable format.**

### **Section Four – Standard Terms and Conditions**

#### 1. Intent

- a) The intent of this TENDER is to secure a SUPPLIER/CONTRACTOR for the construction of two Barrier Free Universal Bathrooms in accordance the plans and specifications attached as Schedule #1 – Quinte Design Drawing A-1 (addendum 1) dated Feb. 15 2017 The MUNICIPALITY reserves the right to choose more than one SUPPLIER/CONTRACTOR(s).
- b) The supply of all labour and materials as detailed herein, as specified in this tender.
- c) Unit prices, if any shall be inclusive of all costs to supply and apply materials and workmanship as specified in this tender in full conformity with the specifications and information to bidders attached hereto, all duty exchange, freight, transportation or other charges fully paid for the prices shown hereunder.

#### 2. Acceptance

- a) As soon as practicable after opening the TENDERS, the MUNICIPALITY will endeavor to act upon them. The acceptance of a TENDER will be notice in writing signed by a duly authorized representative of the MUNICIPALITY, and no other act of the MUNICIPALITY shall constitute the acceptance of a TENDER. Acceptance of a TENDER by the MUNICIPALITY shall bind the SUPPLIER to execute the CONTRACT.
- b) The CONTRACT shall consist of and have priority in the following order:
  - i) The Purchase Order and/or Supply Contract;
  - ii) the TENDER;
  - iii) and the SUPPLIER'S TENDER.

- c)** The above mentioned documents will be interpreted in precedential order as they are named above regardless of the chronological order in which they are issued or executed. This means, in effect, that if there is a discrepancy between a term in the MUNICIPALITY'S Contract for Services and a term in the chosen TENDER, the term in the Contract for Services prevail to the extent of the discrepancy.
- d)** The MUNICIPALITY may accept a TENDER in whole or in part, whether the TOTAL ACQUISITION COST be the lowest or not, and may reject any or all TENDERS. There shall be no requirement of this TENDER, implied or otherwise, that the TENDER representing the lowest TOTAL ACQUISITION COST will be selected or preferred. The TENDER process is used as a means of evaluating a number of criteria (one of which is TOTAL ACQUISITION COST). BIDDERS must submit their TENDERS in accordance with all items identified in Part A of this TENDER.
- e)** The MUNICIPALITY reserves the right to award by items, groups of items, parts of items or parts of groups of items, or all items of the TENDER, and to award CONTRACTS to one or more BIDDERS; to accept or reject any TENDER in whole or in part; to waive irregularities and omissions in the MUNICIPALITY'S sole and unfettered discretion, if in so doing, the best interests of the MUNICIPALITY will be served. No liability shall accrue to the MUNICIPALITY for its decision in this regard.
- f)** Should the MUNICIPALITY receive only one (1) TENDER on commodities/services that have a known multiple source potential, the right is reserved to recall or cancel the competition.
- g)** All TENDERS shall be irrevocable for Ninety (90) days following the deadline for submission to allow sufficient time for evaluation of the TENDERS and for the investigation of the BIDDERS.
- h)** Upon acceptance of a TENDER, (or any part of it), by the MUNICIPALITY, the successful BIDDER shall, if requested by the MUNICIPALITY to do so, execute and enter into an additional formal contract that is satisfactory to the MUNICIPALITY, to properly secure the CONTRACT resulting from the acceptance of a TENDER (or any part of it) and to embody indemnity and related provisions that in the opinion of the MUNICIPALITY are required to protect the MUNICIPALITY. If at any time the MUNICIPALITY, in its sole and unfettered discretion, decides that satisfactory terms and conditions cannot be realized with a successful BIDDER, the MUNICIPALITY reserves the right to enter into negotiations and finalize a CONTRACT with an alternative BIDDER or revise and reissue this TENDER or cancel this TENDER. If the MUNICIPALITY exercises such right, the successful BIDDER has no legal claim or recourse against the MUNICIPALITY, its elected officials, employees and agents for any expenses, costs, loss or damages incurred or suffered.
- i)** Any notice that the MUNICIPALITY may be required or desire to give to the BIDDER shall for all purposes be deemed to have been sufficiently and properly given if forwarded by registered mail or courier and addressed to the BIDDER at the address shown for the BIDDER on its TENDER. It shall be presumed to have been received by the BIDDER on the third day following the registration or the day following registration with the courier.
- j)** No TENDER shall be accepted from any person or BIDDER who, has a claim or has instituted a legal proceeding against the MUNICIPALITY or against whom the MUNICIPALITY has a claim or has instituted a legal proceeding, without the prior approval of the MUNICIPAL Council. This applies whether the legal proceeding is related or unrelated to the subject matter of this TENDER.

- k)** The Owner reserves the right to reject all TENDERS or to select a TENDER other than the TENDER having the lowest price. In making a decision as to which TENDERS to accept, the MUNICIPALITY reserves the right to consider, some or all of the following factors:
- (1) the general reputation of the SUPPLIER;
  - (2) any prior experience the MUNICIPALITY has had with the SUPPLIER;
  - (3) the financial status and strength of the SUPPLIER;
  - (4) the previous experience of the SUPPLIER in this area;
  - (5) any previous experience between the SUPPLIER and other municipalities;
  - (6) the proposed schedule of the SUPPLIER;
  - (7) the Owner's determination of the ability of the SUPPLIER to deliver the work to quality and standards required and within the time frames and in the quantities;
  - (8) any other factors that the MUNICIPALITY believes reasonably impact on the contract and the ability to complete the contract to the full satisfaction of the MUNICIPALITY.

**l)** The Owner reserves the right to consider each of the factors, and to assign different weights to each of the factors based on the information received by it from each and every SUPPLIER, from its own staff, and from outside sources, as these factors may impact on the benefit the MUNICIPALITY receives from this contract.

### **3.0 Purchasing By-Law**

**a)** TENDERS will be called, received, evaluated, accepted, and processed in accordance with the MUNICIPALITY'S Purchasing By-law #016-2012 and Procedures (copy available upon request). By submitting a TENDER each BIDDER agrees to be bound by the terms and conditions of that By-law and those Procedures and any amendments to them, as fully as if it were reproduced and attached to this TENDER. A copy of The Corporation of the Town of Cobourg's Purchasing by-Law #016-2012 can be retrieved from the Town's web-site: <http://www.cobourg.ca/en/town-hall/Bylaws.aspx> (scroll down & click on "Policy & Procedures" then click on "purchasing Policy By-Law")

**b)** No verbal arrangement or agreement, relating to the SERVICES specified or called for under this TENDER, will be considered binding, and every notice, advice or other communication, pertaining to it, must be in writing and signed by a duly authorized person.

### **4.0 Bidder Eligibility**

**a)** BIDDERS must meet the MUNICIPALITY'S requirements for experience. The MUNICIPALITY will disqualify any BIDDER who cannot provide the following, when requested by the MUNICIPALITY:

- i. proof that they have previously held and satisfactorily completed a contract of the size and type being proposed; or
- ii. proof of employment in the type of service being proposed and written references as to their satisfactory performance; or
- iii. adequately demonstrate that they have the ability to provide the necessary expertise and resources to satisfactorily complete the CONTRACT;
- iv. evidence of sufficient general liability and up-to-date clearance issued by the W.S.I.B. (Workers Safety Insurance Board).

**b)** The MUNICIPALITY reserves the right to investigate and evaluate the experience, capability, registration and financial position of any BIDDER prior to an award of a CONTRACT. The MUNICIPALITY reserves the right to reject any BIDDER OR TENDER based on the information obtained.

**c)** This TENDER is made by the BIDDER without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a TENDER for the same SERVICES, and is in all respects fair and without collusion or fraud.

## **5.0 Assignment**

**a)** The SUPPLIER shall not assign the CONTRACT (or any portion of it) without the prior written consent of the MUNICIPALITY.

**b)** It is understood and agreed that the BIDDER will be an independent SUPPLIER and that all services will be performed by the employees or agents of the SUPPLIER. Sub-contracting agreements made by the SUPPLIER will not release the SUPPLIER from any obligation to the MUNICIPALITY with respect to the performance of the CONTRACT. Joint or consortium TENDERS must have one prime SUPPLIER who will be responsible for overall project success, provide one point of contact and a single billing point. The MUNICIPALITY shall not be responsible for payment to the SUPPLIER'S partners, SUB-CONTRACTOR or suppliers in the event the prime SUPPLIER defaults on its responsibilities. The prime SUPPLIER must communicate such to its partners, SUB-CONTRACTORS and suppliers. The prime SUPPLIER must also provide the MUNICIPALITY with a written statement outlining function components that the sub-SUPPLIER(s) will be offering. The MUNICIPALITY must grant prior written approval, in its sole and unfettered discretion, for any assignment and all SUB-CONTRACTORS.

## **6.0 Indemnification**

**a)** The SUPPLIER agrees that it will continuously save, keep harmless and fully indemnify the MUNICIPALITY, its elected officials, employees and agents and its successors and assigns, from and against all actions, claims, and demands whatsoever which may be brought against or made upon the MUNICIPALITY and the SUPPLIER also agrees that it will continuously save, keep harmless and fully indemnify the MUNICIPALITY, its elected officials, employees and agents and its successors and assigns, against all types of losses, liabilities, claims, costs or expenses which the MUNICIPALITY may incur resulting from or arising out of the SUPPLIER'S failure to exercise reasonable care, skill or diligence in their performance or rendering of any EQUIPMENT, MATERIAL AND/OR SERVICES to be performed or rendered by the SUPPLIER, pursuant to the CONTRACT.

**b)** The SUPPLIER shall indemnify the MUNICIPALITY from all claims arising out of unpaid accounts relating to the CONTRACT. The MUNICIPALITY shall have the right at any time to require satisfactory evidence that the EQUIPMENT, MATERIAL (or any part of it) in respect of which any payment has been made or is to be made by the MUNICIPALITY is free of and clear of construction or other liens, attachments, claims, and demands, charges or other encumbrances.

## **7.0 Project site working conditions**

It is the BIDDER'S responsibility to investigate the sites and the nature of the work and inform itself, before bidding, of all the physical and working conditions and administrative practices applicable.

## **8.0 Errors and omissions of the supplier**

Errors, mistakes, or omissions made by the SUPPLIER, its agents, employees, or workmen shall be rectified by the SUPPLIER at its sole expense.

## **9.0 Terms of payment**

**a)** Unless alternate payment terms are specified in the Terms of Reference attached to this TENDER as Part C, the MUNICIPALITY will accept billing for 100 percent of the actual value of each element of the MATERIAL provided or SERVICES performed and accepted by the MUNICIPALITY. Invoices will be payable by the MUNICIPALITY 30 days after they are received. Where required by the Construction Lien Act, appropriate monies may be held back until 45 days after successful provision of the MATERIAL or completion of the SERVICES, as the case may be.

**b)** Payments made by the MUNICIPALITY, including final payment, shall not relieve the SUPPLIER from its obligations or liabilities under the CONTRACT.

**c)** Acceptance by the SUPPLIER of the final payment shall constitute a waiver of claims by the SUPPLIER against the MUNICIPALITY, except those previously made in writing in accordance with the CONTRACT and still unsettled.

**d)** The MUNICIPALITY shall have the right to withhold from any sum otherwise payable to the SUPPLIER any amount sufficient to remedy any defect or deficiency in the MATERIAL and/or SERVICES pending correction of the deficiencies or any amount sufficient to satisfy any claim the MUNICIPALITY has against the SUPPLIER resulting from a previous CONTRACT, a legal proceeding or unpaid accounts, including property or business taxes.

## **10.0 Non-performance**

**a)** The MUNICIPALITY reserves the right to determine, in its sole and unfettered discretion, nonperformance of the CONTRACT, including the level of quality of EQUIPMENT; MATERIALS AND SUPPLIES AND/OR SERVICES provided and further reserves the right to cancel any or all of the CONTRACT if the SUPPLIER fails to correct deficiencies upon thirty (30) days written notice. The MUNICIPALITY'S evaluation and determination in this regard shall be final and not reviewable by any court or tribunal.

**b)** In the event that the SUPPLIER fails or neglects to comply with any condition set out in the CONTRACT, the CONTRACT may be unconditionally cancelled by the MUNICIPALITY without notice.

**c)** The MUNICIPALITY reserves the right to remove from the BIDDERS' LIST (disqualify), for an indeterminate period (minimum two (2) years), the name of any BIDDER for breach of the terms and conditions of this TENDER or for unsatisfactory performance of the CONTRACT. This disqualification will apply to the terminated SUPPLIER as the Bidder or BIDDER on future quotations TENDERS or requests for TENDER or as a sub-trade to a Bidder or BIDDER on future competitions (quotations, PROPOSALS, or TENDERS) issued by the MUNICIPALITY. The MUNICIPALITY also reserves the right to publish the names of all disqualified SUPPLIERS in any future quotation, TENDER or requests for TENDER.

## **11.0 Disclosures**

- a)** Submissions of TENDERS as a result of this TENDER are in accordance with the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).
- b)** Release of information contained in the TENDER may be requested by anyone under the MFIPPA unless they contain either a trade secret or information that if disclosed would result in harm to the BIDDER. This would include scientific, technical, financial or labour relations information.
- c)** All requests for information must be made in writing and submitted to the MUNICIPALITY'S Clerk.
- d)** To prevent the release of information the BIDDER must state that the TENDER is submitted in confidence and indicate the nature of the confidential information and what harm would result from the release.

## **12.0 Pricing (terms of agreement)**

- a)** Prices proposed must include all incidental costs and the BIDDER must be satisfied as to the full requirements of the TENDER. No claims for EXTRA WORK, EXTRA EQUIPMENT, EXTRA MATERIALS or EXTRA SERVICES will be entertained and any additional EQUIPMENT, MATERIAL, SUPPLIES AND/OR SERVICES must be authorized in writing prior to commencement. Should the BIDDER require more information or clarification on any point, it must be obtained prior to the submission of the TENDER. The SUPPLIER shall be responsible for the collection and remittance of all applicable taxes, and agrees to hold the MUNICIPALITY harmless in this regard.

## **13.0 Contract cancellation**

- a)** The MUNICIPALITY shall have the right to cancel any uncompleted or unperformed portion of the EQUIPMENT, MATERIALS AND SUPPLIES AND/OR SERVICES or part of them. In the event of such cancellation, the MUNICIPALITY and the SUPPLIER shall negotiate a settlement.
- b)** The MUNICIPALITY shall not be liable to the SUPPLIER/CONTRACTOR for loss of anticipated profit on the cancelled portion or portions of the CONTRACT. In the event that the SUPPLIER fails or neglects to comply with any condition outlined in the CONTRACT, the CONTRACT may be unconditionally cancelled by the MUNICIPALITY without notice.

## **14.0 Laws and regulations**

- a)** The SUPPLIER shall comply with relevant federal, provincial and municipal statutes, regulations and by-laws pertaining to the CONTRACT and its performance. The SUPPLIER/CONTRACTOR shall be responsible for ensuring similar compliance by its suppliers and SUB-CONTRACTORS. The CONTRACT shall be governed and interpreted in accordance with the laws of the Province of Ontario.

## **15.0 Default by supplier**

**a)** If the SUPPLIER/CONTRACTOR: commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the SUPPLIER/CONTRACTOR makes a general assignment for the benefit of its creditors; then, in any such case, the MUNICIPALITY may, without notice, terminate the CONTRACT.

**b)** If the SUPPLIER/CONTRACTOR: fails to comply with any request, instruction or order of the MUNICIPALITY; or fails to pay its account; or fails to comply with or persistently disregard statutes, regulations, by-laws or directives of relevant authorities related to the EQUIPMENT, MATERIAL AND SUPPLIES AND/OR SERVICES; or fails to prosecute the EQUIPMENT, MATERIALS AND SUPPLIES AND/OR SERVICES with skill and diligence; or purports to assign or sublet the CONTRACT or a portion of it without the MUNICIPALITY'S written consent; or refuses to correct defective EQUIPMENT, MATERIALS AND SUPPLIES AND/OR SERVICES; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the CONTRACT; then, in any such case, the MUNICIPALITY may, upon expiration of ten days from the date of written notice to the SUPPLIER/CONTRACTOR, terminate the CONTRACT.

**c)** Any termination of the CONTRACT by the MUNICIPALITY, as mentioned in b) above, shall be without prejudice to any other rights or remedies the MUNICIPALITY may have.

**d)** If the MUNICIPALITY terminates the CONTRACT, it is entitled to:

i) withhold any further payment to the SUPPLIER/CONTRACTOR until the completion of the MATERIAL or SERVICES and the expiry of all obligations under the CONTRACT; and

ii) recover from the SUPPLIER/CONTRACTOR any loss, damage and expense incurred by the MUNICIPALITY by reason of the SUPPLIER/CONTRACTOR default (which may be deducted from any monies due or becoming due to the SUPPLIER/CONTRACTOR).

## **16.0 Errors, omissions in the municipal documents**

**a)** The MUNICIPALITY shall not be held liable for any errors or omissions in any part of this TENDER. While the MUNICIPALITY has used considerable effort to ensure an accurate representation of information in this TENDER, the information contained in the TENDER is supplied solely as a guideline for BIDDERS. The information is not guaranteed or warranted to be accurate by the MUNICIPALITY, nor is it necessarily comprehensive or exhaustive.

## **17.0 Insurance requirements at time of contract execution**

**a)** Before the execution of the Contract, and before receiving payments, the BIDDER shall submit a declaration stating that the SUPPLIER has paid all assessments or compensations payable and has otherwise complied with all the requirements of the Workplace Safety and Insurance Board. Prior to commencement of work the SUPPLIER must provide: proof of a WSIB Clearance Certificate (any default in coverage will automatically terminate the working relationship between the SUPPLIER and the MUNICIPALITY), a complete breakdown of TENDER prices for individual sub-trades and/or major portions of the work, and a schedule of work with expected completion date. Certificate must be updated every 90 days.

- (i) Workplace Safety & Insurance Board
- (ii) General Liability Insurance



**b)** Prior to commencement of work the SUPPLIER must provide proof of \$2,000,000 (two million) General Commercial General Liability Insurance including coverage for public liability, property damage, all his trucks, vehicles and machines; also, any vehicles or equipment hired by him, and used in connection with this work. The Corporation of the Town of Cobourg must be shown as additional insured on the policy.

**c)** Automobile/Equipment Insurance, the SUPPLIER/CONTRACTOR will effect at his/her own expense (including the cost of deductibles) and maintain and keep in force during the term of this agreement, automobile/equipment insurance coverage naming The Corporation of the Town of Cobourg as an insured, including a cross-liability provision in favour of The Corporation of the Town of Cobourg, against claims for personal injury, death, property damage or loss, arising from an accident or occurrence relating to this agreement, in an amount of not less than Two Million Dollars (\$2,000,000.00) in respect of each claim or occurrence. The insurance policy as required herein shall be in force during the terms of the contract.

## **18.0 Occupational Health and Safety Act Regulations**

**a)** The successful contractor(s) shall perform all work in compliance with the Occupational Health and Safety Act and Regulations. The successful contractor assumes the role of sole responsibility for providing supervision for and ensuring the safety of the successful contractor's employees.

**b)** The successful Bidder agrees to assume full responsibility for the enforcement of the said Occupational Health and Safety Act to ensure compliance therewith.

**c)** The successful Bidder acknowledges and agrees that any breach or breaches of the Occupational Health and Safety Act whether by the successful Bidder or any of its subcontractors may result in the immediate termination of this contract herein and the forfeiture of all sums owing to the successful Bidder by the MUNICIPALITY. The successful Bidder agrees that any damages or fines that may be assessed against the MUNICIPALITY by reason of a breach or breaches of the Occupational Health and Safety act by the successful Bidder or any of its subcontractors will entitle the MUNICIPALITY to set-off the damages so assessed against any monies that the MUNICIPALITY may from time to time owe the successful Bidder under this contract or under any other contract whatsoever.

**d)** The successful Bidder shall provide a list of all controlled hazardous materials or products containing hazardous materials, all physical agents or devices or equipment producing or emitting physical agent and any substance, compound, product or physical agent that is deemed to be or contains a designated substance in accordance with the Workplace Hazardous Materials Information Systems (WHMIS) and shall provide appropriate Material Health and Safety Data Sheets for these substances used for the performance of the required work, all prior to the performance of the work.

## **Section Five – Terms of Reference, Specifications, Deliverables**

### **1.0 Scope of Work**

The MUNICIPALITY is requesting pricing on the construction of two Barrier Free Universal Bathrooms at the Cobourg Administration Building located at 103 Third Street, Cobourg, Ontario. Construction to be in accordance with with AODA Standards as well as conforming to O.B.C. specification and as designed by Quinte Designs. See Attachment #1 – Quinte Designs Drawing A-1 dated February 15, 2017.

Construction to include an exterior foot cleaning station on the northwest corner of the building, demolition of a section of existing concrete walkway, replacement of demolished concrete walkway including floor drain and a fish cleaning station complete with fence enclosure on the west side of the building.

We would prefer the work to be completed prior to **June 15<sup>th</sup>, 2017**. The MUNICIPALITY shall obtain the required permits for the construction of this project.

### **2.0 Housekeeping**

The Town of Cobourg is asking that the Contractor shall:

- 1) Be responsible for maintaining the work area in a neat, clean and workmanlike manner at all times and for regular clean-up of the work area at end of the day.
- 2) Keep public streets, internal walkways and other construction areas clean and free from debris and to maintain a safety zone to ensure public safety.
- 3) Clean up any demolition materials and construction debris and haul off site to appropriate disposal when project is completed.

### **3.0 Protection of source water**

- 1) The Contractor shall control all construction work so as not to allow sediment or other deleterious materials to enter harbour or drainage courses.
- 2) No waste or surplus material including construction debris is to be stored or disposed of within the area of the harbour or drainage
- 3) Where de-watering is required, the water shall be pumped into containers or diffused onto vegetated areas a minimum of 30 metres from the watercourses and not pumped directly into the watercourses.
- 4) The Contractor shall not carry out equipment maintenance or refuelling or store fuel containers within 100 metres of any source water. The Contractor shall not stockpile construction debris or empty fuel/containers within the source water limits.

### **4.0 Winterizing**

- 1) Certain elements of the Barrier Free Bathroom Renovation are outdoor features, care in planning for the winterizing of both the Foot Bath and the Fish Cleaning Station should be present in submissions.
- 2) The Barrier Free Bathrooms will be closed in the winter months, care in planning for the winterizing of the bathrooms should be present in submissions.

## 5.0 Mandatory site meeting

- 1) ***A mandatory pre tender site visit will take place on March 10<sup>th</sup> at 10:00 am.***  
Those who plan to attend will be asked to contact Julie at 905-372-2397 by March 8<sup>th</sup>, 2017 and leave appropriate contact information so that we may contact everyone should this date be rescheduled due to inclement weather.
- 2) Any costs related to preparing this area to be included in the quotation price. Further any cleanup or repairs to roads or properties related to the completion of this contract will be the responsibility of the Contractor.
- 3) Contractors will supply all labour, materials and equipment for the construction requirements. The unit prices, if required, must include all labour, materials and equipment in addition to any mobilization cost required to complete the work specified in a satisfactory and workmanlike manner. All work is to be done in accordance with the specifications as described in this quotation, and as directed in the field.
- 4) This work will be performed under the supervision of the Manager of Waterfront Operations or his/her designate.
- 5) Work location: Cobourg Marina Administration Building, 103 Third Street, Cobourg, Ontario K9A 5W9

## 6.0 Schedule

The Barrier Free Bathroom Renovation, Marina - Request for Proposal – CO17-04 will close on March 28<sup>th</sup>, 2017 at 2:00pm. Late or incomplete submissions will not be considered for this project.

### Contact Person

Questions relating to this request shall be directed to:

Paul Gauthier, Manager of Waterfront Facilities

Tel: 905-372-2397

Email: [pgauthier@cobourg.ca](mailto:pgauthier@cobourg.ca)

### Proposal Deadline

The proposals (hard copy) will be required by 2:00 p.m. EST, Tuesday, March 28<sup>th</sup>, 2017 addressed to:

### **BARRIER FREE BATHROOM RENOVATION, MARINA - RFP**

C/O Lorraine Brace

Manager of Legislative Services

Corporation of the Town of Cobourg

55 King St W

Cobourg, ON

K9A 2M2

**Section Six – Form of Tender**

**Schedule of prices**

The SUPPLIER/CONTRACTOR hereby offers to complete the work specified in the TENDER for the price, which have been included in the tender document; with the Harmonized Sales Tax shown separately. Prices shall be inclusive of all costs for the construction.

Furthermore, it is certified that the undersigned is/are authorized and empowered to sign and submit this TENDER.

Company: \_\_\_\_\_  
(name)

\_\_\_\_\_ (street)

\_\_\_\_\_ (Municipality, Province, Postal Code)

Signature: \_\_\_\_\_  
(I have the authority to bind the company)

Name and Title: \_\_\_\_\_

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2017

(Company seal)

The Municipality of the Town of Cobourg  
55 King Street, West  
Cobourg, Ontario  
K9A 2M2

Signature \_\_\_\_\_  
(I have the authority to bind the corporation)

Print Name & Title \_\_\_\_\_

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2017

THIS DOCUMENT MUST BE SIGNED AND SUBMITTED TO BE A VALID OFFER OR THE TENDER WILL BE REJECTED.

## Bidder Information

BIDDERS are required to provide three (3) references listing contracts similar to the project described in this TENDER and undertaken within the past three (3) years.

1) NAME (Company/Government Agency) \_\_\_\_\_

Contract Description \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone Number ( ) Fax Number: \_\_\_\_\_

Email Address (if available): \_\_\_\_\_

Number of Years At Location: \_\_\_\_\_ Value Of Contract \$ \_\_\_\_\_

2) NAME (Company/Government Agency) \_\_\_\_\_

Contract Description \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone Number ( ) Fax Number: \_\_\_\_\_

Email Address (if available): \_\_\_\_\_

Number of Years At Location: \_\_\_\_\_ Value Of Contract \$ \_\_\_\_\_

3) NAME (Company/Government Agency) \_\_\_\_\_

Contract Description \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone Number ( ) Fax Number: \_\_\_\_\_

Email Address (if available): \_\_\_\_\_

Number of Years At Location: \_\_\_\_\_ Value Of Contract \$ \_\_\_\_\_

The MUNICIPALITY reserves the right to check additional references and sources to those supplied by the BIDDER.

\_\_\_\_\_  
Company/BIDDER Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

## **Equipment, Material, Subcontractors**

EQUIPMENT, MATERIAL: Please list below the EQUIPMENT you will be using if awarded the contract:

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EQUIPMENT, MATERIAL: Please list below the EQUIPMENT you will be using if awarded the contract:

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EQUIPMENT, MATERIAL: Please list below the EQUIPMENT you will be using if awarded the contract:

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Sub-Contractors: Please list below the names of the major sub trades you plan on using for this project:

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Sub-Contractors: Please list below the names of the major sub trades you plan on using for this project:

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Sub-Contractors: Please list below the names of the major sub trades you plan on using for this project:

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**Additional comments:**

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**Notice of No Bid**

<b>Municipality of the Town of Cobourg 55 King Street, West Cobourg, Ontario K9A 2M2</b>	<b>Municipal Office: 905- 372- 4301 Marina: 905-372-2397</b>
<b>Reference Tender # CO-17-04</b>	<b>Closing Date: March 28th, 2017 2:00 pm</b>
<b>Barrier Free Bathroom Renovation</b>	<b>Cobourg Marina</b>

It is important to the MUNICIPALITY to receive a reply from all invited BIDDERS. There is no obligation to submit a TENDER; however should you choose not to submit a TENDER, completion of this form will assist the MUNICIPALITY in determining the type of goods or service you are interested in proposing/bidding on in the future. Failure to return the TENDER/TENDER Form or Notice of No TENDER will result in the removal of the BIDDER from the MUNICIPALITIES BIDDERS' LIST.

**INSTRUCTIONS**

If you are unable, or do not wish to submit a TENDER on this TENDER, please complete the following portions of this form. State your reason for not proposing by checking the applicable space(s) or by explaining briefly in the space provided. It is not necessary to return any other TENDER documents. Just return the completed form in the enclosed return envelope or by fax prior to the official closing date.

- 1. We do not manufacture/supply this commodity. \_\_\_\_\_
- 2. We do not manufacture/supply to this specification. \_\_\_\_\_
- 3. Unable to tender competitively. \_\_\_\_\_
- 4. Cannot handle due to present plant loading. \_\_\_\_\_
- 5. Quantity/job too large. \_\_\_\_\_
- 6. Quantity/job too small. \_\_\_\_\_
- 7. Cannot meet delivery/completion requirements. \_\_\_\_\_
- 8. Licensing restrictions. \_\_\_\_\_
- 9. Agreements with distributors/dealers do not permit. \_\_\_\_\_

Other reasons/additional comments:

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Do you wish to propose/bid on these goods/services in the future **YES**  **NO**

Firm Name:
Signature of Signing Officer:
Print Name:
Title:
Address:
Telephone: Fax:
Date:



# Fax Cover Page – Tender CO-17-04

<b>To: Paul Gauthier Cobourg Marina Town of Cobourg</b>	<b>Fax To Number: 905-372-7558</b>
<b>Date:</b>	<b># of pages (including cover)</b>
<b>From:</b>	<b>Return Contact Number:</b>

<b>Tender Number: CO-17-04</b>	<b>Barrier Free Bathroom Renovation</b>
<b>Reference Section _____</b>	<b>On Page Number _____</b>

**Questions for clarification:**

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**Accessible Customer Service Training**

**Company Name:** \_\_\_\_\_

I acknowledge that all staff employed by \_\_\_\_\_ who may undertake any duties and interact with any persons with disabilities, in the course of this company's contractual obligations with The Corporation Of The Town Of Cobourg, have reviewed a *Service Ontario video/ on-line training course* outlining the Accessibility for Ontarians with Disabilities Act (AODA) regulations.

As a principle of the contractor employed by The Corporation Of The Town Of Cobourg, I understand the municipality's requirements to comply with the Customer Service Standard. I will ensure that all future staff hired to assist with this company's contractual obligations will receive similar training as soon as they are hired, to meet these ongoing requirements.

**Name:** \_\_\_\_\_  
(please print)

**Signature:** \_\_\_\_\_  
(please sign)

**Date:** \_\_\_\_\_, 2017  
(please date)

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH TENDER**