



TOWNSHIP OF ADELAIDE METCALFE

REQUEST FOR TENDER #06-2024 BASEBALL FIELD LIGHTING (KERWOOD PARK)

TENDER CLOSING DATE: JULY 3, 2024, by 12:00 P.M. (LOCAL TIME)

Bids are to be addressed to:

- ✓ The Township of Adelaide Metcalfe
- ✓ with “#RFT-06 -2024, BASEBALL FIELD LIGHTING” marked on the envelope
- ✓ and submitted to the drop box based at the front door at the Township of Adelaide Metcalfe Building, 2340 Egremont Dr. RR #5, Strathroy, ON N7G 3H6

Administrator: Coulter Cahill, Public Works Manager

BIDS RECEIVED LATE WILL NOT BE ACCEPTED
BIDS WILL NOT BE ACCEPTED BY E-MAIL

1.0 **DEFINITIONS**

In addition to terms defined elsewhere herein, the following terms have the following meanings in this Request for Tender:

- 1.0** “**Administrator**” means the staff administrator of this RFT, Coulter Cahill, Adelaide Metcalfe Manager of Public Works, or his designate.
- 1.1** “**Baseball Field Lighting**” or the “**Project**” means the provision and installation for Baseball Field Lighting in Kerwood Park that meets the Special Provisions requirements set out in the Special Provisions (*Appendix “A”*) of this RFT.
- 1.2** “**Bidder**” or “**Respondent**” means an individual or entity, which has responded to this RFT by providing a Bid submission.
- 1.3** “**Bid Bond**” means 10% of the quote for Baseball Field Lighting as set out in *Appendix “E”*, which will be deposited as a bid bond in the Contractor’s Bid submission retained by the Township and become a Performance Bond and Labour and Material Bond for the provision and installation of Baseball Field Lighting.
- 1.4** “**Council**” means the Municipal Council for the Township of Adelaide Metcalfe.
- 1.5** “**Closing Date and Time**” means July 3, 2024 at 12:00 p.m. EST.
- 1.6** “**Contract**” means a potential agreement to provide the services meeting the requirements in *Appendix “A”*, which is formed only after a resolution and by-law passed by Council, which may or may not result from this RFT at the sole discretion of Council.
- 1.7** “**Follow-on Contracts**” means that in the event the Township Council passes a resolution and by-law entering into a Baseball Field Lighting Contract, the Township may, at its sole election, enter into contracts for additional work in Kerwood Park related to but ancillary to any existing contract.
- 1.8** “**Form of Potential Contract**” means the Form of Potential Contract attached to this RFT as *Appendix “F”*.
- 1.9** “**Form of Tender**” means the Form of Tender attached to this RFT as *Appendix “C”*.
- 1.10** “**Performance and Labour and Material Bond**” means the Bid Bond (*Appendix “E”*) of the Contractor, which will be retained by the Township and become a Performance Bond, Labour, and Material Bond for the provision of product and services required for Baseball Field Lighting identified in the Special Provisions of this RFT at *Appendix “A”*.
- 1.11** “**Products and Installation**” means the products for and installation of Baseball Field Lighting identified in the Special Provisions of this RFT “(*Appendix “A”*)”, which must only be installed
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between October 1, 2024 and October 31, 2024.

- 1.12 “Recommendation”** means a recommendation by the staff Administrator of this RFP, which is a recommendation only, and which Council may approve or disapprove at its discretion.
- 1.13 “Request for Tender” or “RFT”** means Township of Adelaide Metcalf Request for Tender #06-2024.
- 1.14 “RFT Documents”** means Request for Tender #06-2024, inclusive of all of its Appendices: Special Provisions (*Appendix “A”*); Response Form (*Appendix “B”*); Form of Tender (*Appendix “C”*); Manufacturer and Subcontractors List (*Appendix “D”*); Bid Bond Agreement (*Appendix “E”*); and the Form of Potential Contract (*Appendix “F”*); and any documents incorporated by reference into the RFT.
- 1.15 “Special Provisions”** means the special provisions forming part of this RFT as *Appendix “A”*.
- 1.16 “Tender” or “Bid” or “Bid submission”** means an offer from any individual, person or entity submitted in response to this RFT to provide and install Baseball Field Lighting between October 1, 2024 and October 31, 2024 in accordance with *Appendix “A”*, which is to be held open for the consideration of the Township and may be accepted or denied by the Township at the discretion of Council.
- 1.17 “Township of Adelaide Metcalfe” or “Township”** means the Corporation of the Township of Adelaide Metcalfe.

2.0 INTENT OF THE RFT, MANDATORY REQUIREMENTS, AND EVALUATION

- 2.1** The Township of Adelaide Metcalfe is seeking Bids from qualified Respondents to provide for Baseball Field Lighting at Kerwood Park.
- 2.2** The Township’s goals for the Project include:
- I. **Project Specific Design:** Contractor to work with the customer to recommend the ideal mix of control options, light levels, and servicing driver locations, amongst other Project considerations.
 - II. **Future-proof field lighting:** Create the basis for a long-term lighting structure in Kerwood Park that can be upgraded/retrofitted multiple times throughout the lifetime of the prefabricated concrete poles as lighting technology changes and evolves.
 - III. **Reduce Vertical Up Light:** While being conscious of spill and obtrusive glare lighting, reduce upward light pollution while maintaining adequate vertical light levels for sporting activities. Fixtures aimed directly into the air to achieve vertical illuminance are discouraged in order to keep light pollution to a minimum and be
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dark-sky friendly.

- IV. **Single Manufacturer:** utilize Baseball Field Lights that are designed, engineered and manufactured by a single source in order to reduce errors, deliver a consistent product warranty, and provide superior post installation support.

- 2.3** As a **mandatory requirement** of this RFT, Bids shall include a quote for the provision and installation of Baseball Field Lighting at Kerwood Park, which meets all of the Special Provisions set out in **Appendix “A”**.
- 2.4** In the event that a Bid does not include a quote for the provision and installation of Baseball Field Lighting or all of the Special Provisions set out in *Appendix “A”*, it will be not be compliant with the mandatory requirements of this RFT and will be unable to be scored.
- 2.5** Bids will be scored based 100% on the compliant Bid with lowest price for the Baseball Field Lighting.
- 2.6** Bidders, in submitting their respective Bids, agree that each of their respective Bids are offers to provide and install the Baseball Field Lighting, which they will hold open and honour in the event Council accepts by passing a resolution and by-law to enter into a Contract with a Bidder.
- 2.7** Bidders, in submitting their respective Bids, acknowledge and agree that in the event a recommendation of a potential contract is made by the staff Administrator of this RFT to Council, that no Contract to provide the Services outlined in *Appendix “A”* in Adelaide Metcalfe is formed and that no Contract to provide the Services outlined in *Appendix “A”* is formed unless a resolution and by-law is passed by Council authorizing a Contract, which Council may or may not pass at its discretion.
- 2.8** The Township may request additional information, including personnel qualifications and experience. The Township reserves the right to verify project performance and satisfaction levels. If the Township is not satisfied with the quality or relevance of the work, the Bid may be disqualified at its sole discretion. Submission of a Bid constitutes acknowledgment and acceptance of these conditions by the Bidder.

3.0 DESCRIPTION OF DELIVERABLES

- 3.1** The Township is seeking Baseball Field Lighting to be provided and installed at Kerwood Park in accordance with the Special Provisions attached as *Appendix “A”*, which form a part of this RFT.
- 3.2** Without limiting the foregoing, the Bidder acknowledges and agrees that the Township shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Bidder or any third party, resulting from the provision and installation of the Baseball Field Lighting.
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4.0 NATURE AND INTERPRETATION OF THIS RFT

- 4.1** This RFT does not commit the staff Administrator of this RFT to making a recommendation to Council and does not require Council to approve a Contract with a Bidder. As confirmed by the "Acceptance and Rejection of Bids" section below, the Township reserves the right to accept or reject any or all Bids submitted under this RFT if it is determined by the Township in its sole discretion that it is in its best interest to do so. Even in the event only one Bid is received, the Township reserves the right to reject it. Without limiting the foregoing, the Township reserves the right to cancel this RFT without determining a recommended Bid and without awarding a Contract if doing so is determined by the Township in its sole discretion to be in its best interest.
- 4.2** Should the Township not receive any Bid satisfactory to the Township, in its sole and absolute discretion, the Township reserves the right to cancel and/or re-procure the project.
- 4.3** In the event that all Bids are rejected by the Township or this RFT is cancelled without Council passing a resolution and by-law to enter into a Contract, the Bidder hereby agrees that the Township shall in no manner be responsible for the payment of any costs incurred in the preparation for the Tender and the Bidder does hereby release the Township, its Mayor, councilors, employees, officers, legal counsel and agents from and against any claims, actions, losses, expenses, costs or damages of every kind and nature whatsoever which arise out of or are in any way related to the preparation and submission of a Bid to this RFT.
- 4.4** The issuance of this RFT does not commit the Township to awarding a Contract. Whether or not Council passes a resolution and by-law to enter into a Contract is entirely at the discretion of Council and cannot be pre-judged or guaranteed. In the event that there is a staff recommendation made by the staff Administrator of this RFT, such recommendation is non-binding and is subject to Council consideration.
- 4.5** In the event Council considers but does not approve a recommendation made by the staff Administrator of this RFT for any reason whatsoever and Council proceeds to cancel this RFT, the Bidder hereby agrees that the Township is in no manner responsible for the payment of any costs incurred as a result of Council's decision or in the preparation for the Tender, and the Bidder hereby releases the Township, its Mayor, councilors, employees, officers, legal counsel or agents from any claims, actions, losses, expenses, costs or damages of every kind and nature whatsoever which in any manner arises out of or is in any manner related a Bidders' preparation and submission of a Bid for to this RFT.

5.0 ACCEPTANCE AND REJECTION OF BIDS

The Township reserves the right in its sole and absolute discretion to:

- (a) Make public the names of any or all Bidders;
- (b) Verify with any Bidder or with a third party any information set out in its Bid;
- (c) Waive minor formalities and accept Tenders which substantially comply with the requirements of this RFT, but the Township shall not allow any blank space in any Tender to be filled in after the Closing Date and Time;
- (d) Accept or reject any Bid which in the view of the Township is incomplete, obscure, or

irregular, which has erasures or corrections in the documents, which contains exceptions and variations, which omits one or more prices, which contains prices the Township considers unbalanced, or which is accompanied by an Agreement to Bond issued by a surety not acceptable to the Township;

- (e) Assess the ability of the Bidder to perform any potential contract and may reject any Bid where, in the Township's sole estimation, the personnel and/or resources of the Bidder are insufficient or the list of previous comparable projects completed by the Bidder and listed in its Tender are deemed to be deficient by the Township;
- (f) Disqualify any Bidder whose Bid contains misrepresentation or any other inaccurate or misleading information;
- (g) Disqualify any Bidder or the Bid of any Bidder who has engaged in conduct prohibited by this RFT;
- (h) Make changes, including substantial changes, to this RFT provided that those changes are issued by way of addenda in the manner determined by the staff Administrator of this RFT in his sole and absolute discretion and prior to the Closing Date and Time;
- (i) Accept any Bid in whole or in part;
- (j) Reject any or all Bids, including without limitation the lowest Bid;
- (k) Recommend to Council any Bid which the Township in its sole and absolute discretion deems appropriate notwithstanding any custom of the trade to the contrary nor anything contained in this RFT or herein; and/or
- (l) Reject any Bid from any person or corporation, or any person or corporation which has a non-arm's length relationship with a person or corporation who currently has or has in the past, had a legal dispute, claim or legal proceeding against the Township with respect to any contracts, bid submissions or business transactions.

- 5.1** These reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances the Township shall be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Bidder or any third party resulting from the Township any of its express or implied rights under this RFT.

6.0 LEGAL CLAIMS

- 6.1** No Bid will be accepted from any individual, person, or entity which has a claim or has instituted a legal proceeding against the Township or against whom the Township has a claim or instituted a legal proceeding with respect to any previous contract, without prior approval by Council.

7.0 QUESTIONS

- 7.1** Questions related to this RFT shall be e-mailed to the staff Administrator of this RFT for clarification and must be submitted no later than **June 21, 2024 by 12:00 p.m.**, so that Township staff have sufficient time to respond in advance of Tender receipt. The Township reserves the right to extend the deadline for questions if required, in this RFT.
- 7.2** The Township reserves the right to revise this RFT up to the final date for the deadline for receipt of Bids. Any necessary Addenda to this RFT will be posted on <http://www.adelaidemetcalfe.on.ca/> only. The Township at its discretion may or may not change the date for Bid submissions depending on the date and extent of any Addenda. It is the sole responsibility of Bidders to routinely check <http://www.adelaidemetcalfe.on.ca/> for any Addenda,

for there is no other formal notice provided.

- 7.3** During the Tendering stage, to ensure transparency and quality of information provided to Bidders, questions received and replies to such questions, if any, will be provided in writing in an Addendum, which will be made available to all Bidders and posted on <http://www.adelaidemetcalfe.on.ca/> without revealing the source of the inquiry. If necessary for context for all Bidders, some questions may be paraphrased. To ensure that Adelaide Metcalfe answers provide as much value as possible to Bidders, questions from Bidders should reference as accurately as possible the numbered item in the RFT to which inquiries relate.

8.0 ACCOMODATIONS FOR BIDDERS WITH DISABILITIES

- 8.1** In accordance with the Ontario *Human Rights Code* (“**HRC**”), *Ontarians with Disabilities Act, 2001* (“**ODA**”) and *Accessibility for Ontarians with Disabilities Act, 2005* (“**AODA**”), the Township will accommodate for a disability, ensuring full and equitable participation throughout the Bid process.
- 8.2** If a Bidder requires this RFT in a different format to accommodate a disability, the Respondent must contact the staff Administrator as soon as possible and in any event prior to the Closing Date and Time. The RFT in the different format will be issued only to the requesting Bidder and all Addenda will be issued in such different format only to the requesting Bidder.

9.0 FORM OF TENDER

- 9.1** All Bids shall include a completed Response Form (Acknowledgement) as set in **Appendix “B”**.
- 9.2** All Bids shall be in the form specified in the Form of Tender (**Appendix “C”**). The Form of Tender shall be delivered to the Township of Adelaide Metcalfe Administration Office.
- 9.3** All Bids shall include a quote for the provision and installation of Baseball Field Lighting at Kerwood Park, which meets all of the Special Provisions set out in **Appendix “A”**.
- 9.4** Bids will be scored based 100% on the compliant Bid with lowest price for the Baseball Field Lighting.
- 9.5** The Township reserves the right to enter into potential Follow-on Contracts, as defined herein, at Kerwood Park, in its sole and absolute discretion.
- 9.6** The Bidder shall include, together with its Form of Tender (**Appendix “C”**), a summary of its previous related experience. Bid submissions which are incomplete, conditional, or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, may be rejected as informal.
- 9.7** Bidders must complete the Form of Tender in its entirety; otherwise, the Tender may be rejected by the Bidding System and/or declared informal. Should any uncertainty arise as to the proper manner of completing the Form of Tender, the Bidder may submit a question by e-mail to the

staff Administrator.

10.0 CONFIDENTIALITY/FREEDOM OF INFORMATION

- 10.1** The Respondent acknowledges that any and all information relating to the business and affairs of the Township which is not a matter of public record is confidential.
- 10.2** All documentation submitted to the Township by Respondents to this RFP is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 ("**MFIPPA**"), which is a provincial statute governed by the Province under the auspices of the Privacy Commissioner. The Municipal Clerk has been designed by Council to make privacy determinations in accordance with *MFIPPA*.
- 10.3** All Bids **shall** be submitted by the Respondent on the understanding that the Bids shall become the property of the Township and may be made public by the Township as part of a public Council agenda. Should a Respondent believe that their Bid contains a trade secret or technical, commercial, financial, or labour relations that could reasonably be expected to prejudice its competitive position, it **must** state the portions of the Bid that are so affected in his/her/its Bid. In the event such statement is made in a Bid, the Township will make a reasonable attempt to treat such material as confidential, subject to its limitations under section 239 of the *Municipal Act* and the provisions of *MFIPPA*, as amended or replaced. In light of the above-noted municipal limitations, the Respondent does hereby fully release and hold harmless the Township, including its respective Mayor/Warden (as applicable), Councillors, officers, directors, employees, agents, Contractors, representatives, and legal counsel from and against all responsibilities, claims, causes of action, demands, losses, costs, charges, fees, expenses, duties, dues, accounts, covenants, or other proceedings of every kind or nature whatsoever at law or in equity brought against, suffered by or imposed as a result of the release of all information contained in his/her/its respective Bid, including proprietary and personal information, in the event the Bid is considered at a municipal Council meeting, is required to be disclosed pursuant to the provisions of *MFIPPA*, or is ordered to be disclosed by the Office of the Privacy Commissioner.

11.0 BID BOND

- 11.1** Each Bid submission must be accompanied by a Bid Bond in the amount of 10% of the quote for Baseball Field Lighting drawn in the favour of the "Treasurer, Township of Adelaide Metcalfe". The Township will only accept Bid Bond submissions that include a fully executed Agreement to Bond document attached as **Appendix "E"**, which is completed by a duly licensed surety company authorized to transact a business of suretyship in the Province of Ontario.
- 11.2** Any costs associated with the Bid Bond is the responsibility and cost of the Bidder. No interest will be paid on any Bid Bond deposit.
- 11.3** The Township will return the Bid Bonds to all Bidders which not involved in any potential resolution and by-law passed by Council approving a Contract on the next business day after any potential contract is awarded. The Bid Bond of any Bidder involved in a resolution and by-law of Council approving a Contract will be retained by the Township and become a Performance Bond and Labour and Material Bond for the provision of the services identified in the Special

Provisions of this RFT.

12.0 POTENTIAL RECOMMENDATION

- 12.1** Subject to the Township's reserved rights and privileges set out in this RFT, including the right to accept or reject any Bid, and subject to Municipal Council's sole, unfettered and absolute discretion to enter into a potential contract, any recommended Bid shall be the compliant Bid with the lowest price for the Baseball Field Lighting.
- 12.2** Should the Township of Adelaide Metcalfe enter into a Contract with a Bidder for Baseball Field Lighting, the Township reserves the right to enter into potential Follow-on Contracts, as defined herein, concerning Kerwood Park, in its sole and absolute discretion.
- 12.3** Should the Township not receive any Bid satisfactory to the Township, in its sole and absolute discretion, the Township reserves the right to cancel and/or re-procure the project.

13.0 AWARD OF POTENTIAL CONTRACT

- 13.1** In the event a Recommendation is made by the Manager of Public Works and Council at its discretion, passes a resolution and by-law approving a contract with a Respondent, the Township and the Respondents shall execute a Contract in the Form of Contract set out in **Appendix "F"** or in such other form deemed acceptable to the Township, in its sole discretion. The Township reserves the right to modify specific provisions of the Form prior to endorsement, to its satisfaction.

14.0 CLOSING DATE AND TIME

- 14.1** Tenders must be received by: 12:00 o'clock noon EST on July 3, 2024.
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APPENDIX "A"

SPECIAL PROVISIONS

Scope of Work

1. Supply, install, and commission Baseball Field Lighting for the Kerwood Park baseball field.
2. Remove existing light towers, fixtures, and concrete footings (disposal will be done by the Township).
3. Provide own construction layout with four (4) poles on outside of the Kerwood Park baseball field to capture the proper lighting needed (no poles within the outfield will be acceptable).
4. 30-foot candle average for the infield and 20-foot candle average for the outfield.
5. Supply and install new underground conduit and conductor from building to all new pole locations.
6. Supply and install the lighting poles, cross-arms and fixtures, as per specification.
7. Obtain all locates required
8. Obtain ESA Permit

Baseball Field Lights System Requirements

The Baseball Field Lighting system shall consist of the following:

1. Prefabricated poles shall be pre-stressed and use a centrifugal spinning process.
 2. Prefabricated poles shall be pre-stressed and using a centrifugal spinning process. The prefabricated concrete pole shall have a minimum 28-day compressive strength of 10,000 psi and a minimum $\frac{3}{4}$ inch cover over the pre-stressing strand.
 3. Prefabricated concrete poles shall be a single section and direct buried. Galvanized steel sections with direct buried stub, direct buried steel, static cast, or wood poles are not allowed.
 4. Poles shall have a smooth, formed, grey finish, unless otherwise specified.
 5. All hand-hole boxes, grounding, inserts, etc. shall come cast into the prefabricated concrete poles.
 6. All grounding shall consist of #6 stranded copper wire unless otherwise specified. All ground lugs are to be $\frac{1}{2}$ " copper.
 7. Prefabricated concrete poles shall come with a standard lifetime warranty.
 8. Prefabricated concrete poles shall be engineered to meet the latest revision of AASHTO.
 9. The Contractor shall ensure proper pole and foundation installation with respect to soil, height, and in accordance with the manufacturer's specifications and provide indemnity to the Township accordingly.
 10. Manufacturer shall supply a minimum of ten (10) year warranty on fixtures and cross arms, as well as a lifetime warranty on the prefabricated concrete pole structure.
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Manufacturing Requirements

1. Only systems manufactured and assembled in North America will be accepted. No imported fixtures, poles or cross arms will be accepted.
2. All components shall be designed and manufactured as a system. All luminaires, wire harnesses, drivers, and other enclosures shall be factory assembled, aimed, wired, labeled, and tested.

Durability Requirements

1. All prefabricated concrete pole structures shall be designed, engineered and manufactured to meet AASHTO standards for both structural loads and wind gusts. IBC shall not be accepted as per ASCE memo issued 2012.
2. Prefabricated concrete poles shall be made of air entrained concrete that is centrifugally spun and pre-stressed to ensure maintenance free life of the pole.
3. All wiring shall be enclosed within the cross-arms, pole, electrical components enclosure, or less than 36" outdoor rated electrical conduit per cross arm.

Safety Requirements

1. All safety components shall be either ETL, UL, or CSA listed for the appropriate application.
2. Prefabricated concrete poles shall be designed to meet the latest revision of AASHTO standards.

Warranty Requirements

1. Warranty terms and conditions must be clearly presented and secured by the Contractor and identified for all products used in this RFT.

Inspection and Verification

1. The lighting manufacturer shall guarantee the lighting levels for the length of the warranty.
2. Demonstrable best efforts must be made by the Contractor to use a single manufacturer. The Baseball Lighting System should be designed, engineered, and manufactured from a single source in order to reduce errors, provide a consistent product warranty, and for superior post installation support to be available.

Electrical Requirements

1. Each Bid must include any and all changes required to the electrical service and system present at Kerwood Park. The Contractor must ensure that the existing system will function safely and effectively with the new lighting system.

Manufacturer / Subcontractors Listing

1. Each Bid must list in the Manufacture/Subcontractors List in *Appendix "D"*:
 - a. Pole Manufacturer
 - b. Cross Arm Manufacturer
 - c. Sports Fixture Manufacturer (a.-c. expected to be the same manufacturer); and
 - d. all proposed subcontractors expected to provide work on the Project;
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and submit *Appendix "D"* with the bid.

APPENDIX "B"

RFT #06-2024 RESPONSE FORM (ACKNOWLEDGEMENT)

PRODUCTS FOR AND INSTALLATION OF BASEBALL FIELD LIGHTING IN KERWOOD PARK

I/We have read and understand the Township of Adelaide Metcalfe RFT#06-2024, including all Addenda, and hereby agree to all of the requirements, terms and conditions set out therein.

I/We, the undersigned, herewith agree to provide and install the Baseball Field Lighting as set out in *Appendix "A"*, at price set out in *Appendix "C"*.

I/We understand that, Bids will be scored based 100% on the compliant Bid with lowest price for the Baseball Field Lighting.

I/We understand that the Township may legitimately enter into potential Follow-on Contracts, as defined in this RFT, at Kerwood Park in its sole and absolute discretion.

I/We have read and understand the contents and requirements of this RFT and by endorsing below, confirm that the Township has the legal right and ability to enforce the requirements, terms and conditions of this RFT against the Bidder and that the Bidder is estopped from pleading or asserting otherwise in any action or proceeding.

Name of Bidder _____

Address _____

HST # _____

TELEPHONE _____

FAX _____

E-MAIL _____

EMERGENCY CONTACT NUMBER _____

AUTHORIZED SIGNATURE

DATE _____

print name:

I have authority to bind the Bidder

APPENDIX "C"

FORM OF TENDER

PRODUCTS FOR AND INSTALLATION OF BASEBALL LIGHTING AT KERWOOD PARK

Bidder to initial to confirm:

- ✓ *The Bidder has attached its Response Form (Appendix "B") to this Form of Tender* [redacted]
- ✓ *The Bidder has attached a summary of its previous related experience to this Form of Tender* [redacted]
- ✓ *The Bidder has attached its Manufacturer/Subcontractors Listing (Appendix "D") to this Form of Tender* [redacted]
- ✓ *The Bidder has included its Bid Bond (Appendix "E") to this Form of Tender* [redacted]

Product / Installation	Price (excluding HST)
Baseball Field Lighting, in accordance with the Special Provisions (Appendix "A" of the RFT #06-2024)	[redacted]

13% HST: [redacted]

Total: [redacted]

APPENDIX "D"**MANUFACTURER AND SUB-
CONTRACTORS LIST**

Company Name & Address	Function	Phone Number/E-mail
	Pole Manufacturer	
	Cross Arm Manufacturer	
	Sports Fixture Manufacturer	

APPENDIX "E"

AGREEMENT TO BOND

We, the undersigned, hereby agree to become bound as Surety for:

_____ in a bond totaling 10% of the quote for Baseball Field Lighting as set out in *Appendix "E"*, securing the provision and installation of Baseball Field Lighting identified in Request for Tender #06-2024 in the event Council for the Township of Adelaide Metcalfe passes a resolution and by-law entering into a Contract with the Bidder.

DATED this _____ day of _____ 2024.

(Company Seal)

NAME OF BONDING COMPANY

Signature of Authorized Person signing for the Bidder

Position

APPENDIX "F"

DRAFT FORM OF POTENTIAL CONTRACT

THIS AGREEMENT made in duplicate this day of 2024
(hereinafter, the "**Effective Date**")

B E T W E E N:

(hereinafter, called the
"**Contractor**")

OF THE FIRST PART

-and-

THE CORPORATION OF THE TOWNSHIP OF ADELAIDE METCALFE
(hereinafter, called the "**Client**" or "**Township**")

OF THE SECOND PART

WHEREAS:

- A. The Township is a lower-tier municipality, local municipality and municipality as defined by the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended or replaced (the "**Municipal Act**");
- B. Pursuant to section 9 of the *Municipal Act* municipalities have the capacity, rights, powers and privileges of natural persons, which includes the power to do things that natural persons can do, such as enter into contracts;
- C. Pursuant to section 5 the *Municipal Act*, municipalities exercise power through the passing of resolutions and by-laws of their respective Council; and
- D. Council for the Township has passed a resolution and by-law entering into this Agreement with the Contractor for the provision of product required for Baseball Field Lighting following Request for Tender #06-2024.

NOW THEREFORE in consideration of the mutual terms, conditions and covenants contained herein, the Parties agree and covenant with each other as follows:

1.0 INCORPORATION OF RECITALS

- 1.1** The Parties agree that the above recitals are true and hereby incorporated into this Agreement by reference.

2.0 DEFINITIONS

In addition to terms defined elsewhere herein, the following terms have the following meanings in this Agreement:

- 2.1 **“Addenda”** means any addenda to RFT #06-2024.
- 2.2 **“Administrator”** means the staff administrator of this RFT, Coulter Cahill, Adelaide Metcalfe Manager of Public Works, or his designate.
- 2.3 **“Baseball Field Lighting”** means the provision and installation of lighting at Kerwood Park that meets the Special Provisions outlined in *Appendix “A”*.
- 2.4 **“Bidder” or “Respondent”** means an individual or entity, which has responded to this RFT by providing a Bid submission.
- 2.5 **“Bid Bond”** means 10% of the quote for Baseball Field Lighting as set out in *Appendix “E”*, which will be deposited as a bid bond in the Contractor’s Bid submission retained by the Township and become a Performance Bond and Labour and Material Bond for the provision and installation of Baseball Field Lighting product identified in the Special Provisions (*Appendix “A”*) of the RFT.
- 2.6 **“Contract”** means a potential agreement to provide Products and Installation required for Baseball Field Lighting in 2024, which is formed only after a resolution and by-law passed by Council, which may or may not result from this RFT at the discretion of Council.
- 2.7 **“Contract Documents”** means this Agreement inclusive each of its Appendices, the RFT and its Appendices, any documents incorporated by reference into the RFT, and the Contractor’s Tender.
- 2.8 **“Council”** means the Municipal Council for the Township of Adelaide Metcalfe.
- 2.9 **“Follow-on Contracts”** means that in the event the Township Council passes a resolution and by-law entering into a Baseball Lighting Contract, the Township may, at its sole election, enter into a contract for work at Kerwood Park related to but ancillary to the existing contract.
- 2.10 **“Baseball Field Lighting”** means the provision and installation of lighting at Kerwood Park that meets the Special Provisions outlined in *Appendix “A”* of the RFT.
- 2.11 **“Performance and Labour and Material Bond”** means the Bid Bond (*Appendix “F”*) of the Contractor, which will be retained by the Township and become a Performance Bond, Labour, and Material Bond for the provision of product and services required for Baseball Field Lighting identified in the Special Provisions of the RFT at *Appendix “A”*.
- 2.12 **“Products and Installation”** means the products for and installation of Baseball Field Lighting identified in the Special Provisions of this RFT (*Appendix “A”*) which shall only be completed between October 1, 2024 and October 31, 2024.

- 2.13** “**RFT**” means Request for Tender #06-2024, inclusive of its appendices and documents incorporated by reference.
- 2.14** “**Special Provisions**” means the special provisions forming part of the RFT as *Appendix “A”*.
- 2.15** “**Tender**” or “**Bid**” or “**Bid submission**” means an offer from any individual, person or entity submitted in response to the RFT to provide Baseball Lighting product and installation between October 1, 2024 and October 31, 2024 outlined in *Appendix “A”* for the Sports Locations which may be selected by the Township, and is to be held open for the consideration of the Township and may be accepted or denied by the Township at the discretion of Council.
- 2.16** “**Township of Adelaide Metcalfe**” or “**Township**” means the Corporation of the Township of Adelaide Metcalfe.

3.0 ORDER OF PRECEDENCE

- 3.1** In the event of any inconsistency or conflict in the contents of the following documents, such documents shall take precedence and govern in the following descending order:
- (a) This Agreement;
 - (b) Addenda to the RFT;
 - (c) The RFT;
 - (d) Special Provisions of the RFT (*Appendix “A”*) of the RFT;
 - (e) The Contractor’s Tender

4.0 CONTRACT TERM

- 4.1** The Term of this Agreement shall commence on the Effective Date and expire on October 31, 2024.

5.0 PRODUCTS FOR AND INSTALLATION OF BASEBALL FIELD LIGHTING

- 5.1** The Township may request and the Contractor shall provide and install the Baseball Field Lighting between October 1, 2024 and October 31, 2024 as specified in the Special Provisions of the RFT (*Appendix “A”*) at Kerwood Park.
- 5.2** The products required for the installation of the Baseball Field Lighting provided by the Contractor shall be in conformity with the Special Provisions (*Appendix “A”*) of the RFT and shall be applied with the degree of care, skill and diligence normally provided by professional and responsible installers.
- 5.3** Products and Installation for Baseball Field Lighting shall be provided by the Contractor at the price quoted in the Contractor’s Tender.

6.0 SECURITY

- 6.1** 10% of the quote for Baseball Field Lighting shall be deposited as a bid bond in the Contractor's Bid submission shall be retained by the Township and become a Performance Bond and Labour and Material Bond for the provision and installation of Baseball Field Lighting product identified in the Special Provisions of the RFT.

7.0 PAYMENT

- 7.1** Payment by the Township shall be made following delivery, inspection, and acceptance of the provision and installation of the Baseball Field Lighting, following presentation of an invoice which correctly corresponds with the products and installation provided.
- 7.2** Unless otherwise stated in the invoice, the period for payments will be within thirty (30) days, calculated from the date the invoice is received, or delivery and acceptance of the goods, whichever date is later.
- 7.3** The Contractor agrees and warrants that no cost amount identified in its Tender shall be exceeded without the expressed written approval of the Township and that all prices contained in the Tender form an upset limit above which no further payment will be made. The Respondent acknowledges and hereby agrees that it will perform all of the required conditions pursuant to the Special Provisions set out in *Appendix "A"* the RFT.

8.0 INVOICES

- 8.1** Invoices for monies due on this Agreement shall be delivered to the Township at the address shown on the signature page of this Agreement.
- 8.2** Payments may be deferred at the Township's election if the following information is not shown on the invoice:
- (a) Amount for the total invoice
 - (b) H.S.T. amount
 - (c) Date of invoice
 - (d) Complete product description
 - (e) Purchaser's name and ship to address
 - (f) Purchase Order Number.
- 8.3** The Contractor shall, in every case, deliver a packing slip with all goods or materials. This packing slip shall show distinctly the number of the official Purchase Order upon which the goods or materials are being delivered and also shall specify in detail all the goods or materials therewith offered for acceptance, showing the number of pieces, weight, length or volume, as the case may be, of each class of goods or materials.

9.0 INDEPENDENT CONTRACTOR

- 9.1** The Contractor acknowledges that in providing the products and installation identified in the

RFT, neither the Contractor nor any of its personnel or any retained sub-contractors are engaged as an employee, servant or agent of the Client.

10.0 WARRANTIES

10.1 The Contractor shall register the Township for the following manufacturer warranties:

_____ (<insert>)

11.0 EMPLOYEES/OCCUPATIONAL HEALTH AND SAFETY/WORKPLACE INJURIES

11.1 The Contractor warrants that the provision of Products for and Installation of Baseball Field Lighting by the Contractor shall be carried out in a manner that is in conformity with the *Occupational Health and Safety Act* and other legislative or legal requirements; he/she/it shall ensure that all of its employees or permitted subcontractors are qualified in competency-based training standards to provide the Products for and Installation of the Baseball Field Lighting described in this Agreement; he/she/it shall demonstrate to the Municipality the Contractor's establishment and maintenance of a health and safety program with objectives and standards consistent with applicable legislation and safety requirements; and he/she/it shall ensure that all employees and permitted Contractors providing Services at all times, adhere to all applicable laws, health and safety standards and industry standards. The Contractor hereby acknowledges and agrees that that he/she/it shall be fully responsible and for any and all work related injuries of its employees or permitted sub-Contractors and agrees that where the provisions of the *Occupational Health and Safety Act* of Ontario and Regulations apply to the work and services provided, all of the responsibilities and obligations imposed under the Act must be assumed by the Contractor.

11.0 CONFIDENTIALITY

11.1 The Contractor acknowledges that any and all information relating to the business and affairs of the Client that has not been disclosed on a public agenda of a Council meeting is confidential. Unnecessary access, unreasonable access, copying, duplication, publication or any other means of communication of Client information is strictly prohibited. The Contractor shall ensure that all information of the Client.

12.0 INDEMNIFICATION

12.1 The Contractor shall be fully responsible for the provision and installation of Products and Baseball Field Lighting provided and completed by by the Contractor and any subcontractors. Without limiting the foregoing, the Contractor warrants proper pole and foundation installation in with respect to soil, height, and in accordance with the manufacturer's specifications.

12.2 The Contractor does hereby release, indemnify and hold completely harmless the Client and each of its respective Mayor, Councillors, employees, officers, agents, and legal counsel from and against any and all liability, including all actions, claims, costs (including legal costs), damages, demands, expenses, judgments, losses, proceedings, suits arising from or related to: (i) the Contractor's failure to exercise reasonable care or diligent performance of the production and

installation of Baseball Field Lighting, as defined in Township of Adelaide Metcalfe RFP#06-2024 by the Contractor, its agents, officials, employees, subcontractors, officials and employees arising from this Agreement; (ii) without limiting the above, pole and foundation installation with respect to soil, height, and in accordance with manufacturer's specifications by the Contractor, its agents, officials, employees, subcontractors, officials and employees; (iii) the Contractor's failure to comply with the terms, covenants or provisions of this Agreement and/or the RFT; (iv) all costs attributable to any breach of contract by the Contractor; and (v) the negligent acts, errors or omissions of the Contractor, its employees, officers, agents or sub-Contractors in the performance of this Agreement.

13.0 INSURANCE

13.1 The Respondent Comprehensive General Liability and Automobile Insurance:

The Contractor shall carry a Commercial General Liability ("CGL") Insurance policy with coverage in an amount not less than five million dollars (\$5,000,000.00) per occurrence for general liability, contractual liability, products & completed operations, bodily and personal injury (including death), damage to property (including loss of use thereof), environmental damage and losses arising from the Products and Application and automobile insurance for both owned and non- owned vehicles.

The automobile coverage shall provide for third party liability and accident benefits insurance and covering licensed vehicles.

The CGL shall contain both cross liability and severability of interest clauses.

13.2 Errors and Omissions Insurance

The Contractor shall carry Errors and Omissions coverage for potential errors and omissions arising from the provision of its work in an amount determined to be appropriate by the Township, underwritten by an insurer licensed to conduct business in the Province of Ontario. The Errors and Omissions coverage shall be in force for each year of any potential contract and renewed for three (3) years post termination of this Agreement;

13.3 Aggregate Amounts

Where such policies set out in Subsection 13.1 and 13.2 above have aggregates, the minimum acceptable aggregates shall be five million dollars (\$5,000,000.00).

13.4 Proof of CGL & E&O Insurance

Prior to the delivery of the Products and at any time upon request of the Client, the Contractor shall provide the Client with proof of the above-noted insurance coverage on a Certificate of Insurance acceptable to the Client.

13.5 Coverage Change by Contractor:

The insurance policies set out in Section 13.1 above shall be endorsed to provide that the coverage shall not be changed or amended in any way nor cancelled by the Contractor until thirty (30) days after written notice of such change or cancellations has been personally delivered to the Client.

13.6 Increased Coverage for Project

The Township trusts that as a business operator, the Contractor carries appropriate insurance coverage for the Project without increased fees to the Township. In the event the Client makes a request to have the amount of coverage increased or for the Client to obtain other special insurance for the Project, then the Contractor shall endeavour forthwith to obtain such commercially reasonable increased or special insurance at the Contractor's expense.

13.7 WSIB Certificate

Prior to the provision of Products and Application required for Baseball Field Lighting, the Respondent shall provide to the Township a satisfactory clearance certificate from the Workplace Safety Insurance Board both prior to the commencement of work and at any time during the Project, stating that all assessments or compensation payable to the Workplace Safety Insurance Board have been paid and that coverage of its workers is valid. If the Contractor is a sole proprietor, an Independent Operators Ruling is required. The Successful Respondent shall download the Form that corresponds to the classification of Work for which this RFP is the subject from the Workplace Safety and Insurance Board site at: <http://www.wsib.on.ca> and submit the completed form to WSIB to receive the Independent Operators Ruling. The WSIB Ruling must be submitted to the Township prior to commencement of the Work. The Successful Respondent shall maintain such Insurance or pay such assessments as will protect the Successful Respondent and the Township from claims under *Workplace Safety and Insurance Act* and from any other claims for damage from personal injury (including death), and property damage which may arise from a Successful Respondent's work under contract. In the event a Successful Respondent is exempt from WSIB or has opted out, confirmation of Employer's Liability Insurance in the amount of \$2,000,000.00 is required. Such coverage can be confirmed on a Certificate of Insurance form deemed acceptable by the Township.

14.0 ASSIGNMENT

- 14.1** The Respondent shall not assign or transfer this Contract or any part thereof, without the written consent of the Township, duly approved and executed.

15.0 TERMINATION

- 15.1** This Agreement may be terminated by the Township at any time without cost or penalty.

- 15.2** The Contractor may terminate this Agreement by providing 90 days' written notice to the Township.

16.0 NOTICE

- 16.1** Any notice or any other communication required or permitted to be given under this Agreement shall be in writing. E-mail correspondence shall be considered to be 'in writing' and shall be deemed effective if and at the time delivery is confirmed to the e-mail addresses of the representative officer of a party listed below or to such other e-mail address as provided by a party in writing during the course of this Agreement to serve as an e-mail address to which notice may be provided. Notice may also be effected if delivered by registered mail or personal delivery and/or by courier with receipt verified by signature, to the officer position noted below for a party or to such other address as may be provided by a party in writing during the course of this Agreement to serve as an address and officer to which notice may be provided. Notice shall be deemed effective at the time of delivery.

Any notice in writing may be delivered to each of the parties by delivering to the acting officers and addresses set out below:

To: _____
 Address: _____
 Attn: _____
 E-mail: _____

To The Township of Adelaide Metcalfe
 Address: 2340 Egremont Dr. #5, Strathroy, ON N7G 3H6
 Attn: Coulter Cahill, Manager of Public Works
 E-mail: ccahill@adelaidemetcalfe.on.ca

or to any other address as any party may at any time advise the other of, in writing.

17.0 SUCCESSORS, SUBCONTRACTORS AND ASSIGNS

- 17.1** This Agreement shall extend to, benefit and bind the parties thereto, their successors, sub-contractors and permitted assigns, respectively.

18.0 SEVERABILITY

- 18.1** Should any provision or provisions of this Agreement be determined to be void or unenforceable in whole or in part, it or they shall be deemed not to affect or impair the validity or enforceability of any other provision and it or they shall be considered separate and severable from the Agreement and its remaining provisions which shall remain in force and be binding on the parties.

19.0 AMENDMENT

19.1 This Agreement may not be amended or modified except by written instrument executed by both parties.

20.0 VOLUNTARY AGREEMENT

20.1 The Parties warrant that this Agreement is voluntary, that none of the Parties are under any legal disability and that each Party has had an opportunity to seek the advice of independent legal counsel with respect to this Agreement.

21.0 GOVERNING LAW

21.1 This Agreement is governed by and is to be construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable in that Province.

22.0 COUNTERPARTS

22.1 This Contract may be executed and initialed by the Parties by original or electronic signature and be delivered by the parties in separate counterparts by e-mail or other functionally equivalent electronic means of transmission. Execution and delivery copy of this Agreement as set out above shall be deemed to effectively bind the parties and meets the requirements of the *Electronic Commerce Act 2000*, S.O. 2000, c. 17, as amended or replaced. Each counterpart will be considered an original and each, when held together, shall constitute one and the same instrument.

[ONE (1) ENDORSEMENT PAGE FOLLOWS]

IN WITNESS THEREOF this Agreement has been executed by the Parties hereto on the date(s) set out below and the Parties agree that this Agreement shall be effective on the date set out at the top of page one (1) of this Agreement.

THE TOWNSHIP OF ADELAIDE METCALFE

Address for Service:

Township of Adelaide Metcalfe
2340 Egremont Dr. #5
Strathroy, ON N7G 3H6

Per: _____
Mayor, Susan Clarke

Per: _____
Clerk, Mike Barnier
We have authority to bind the Corporation

NAME OF CONTRACTOR

Address for Service:

Per: _____
Name (<Insert>)

Per: _____
Name (<Insert>)
I/We have authority to bind the Corporation/Partnership