



The County
PRINCE EDWARD COUNTY • ONTARIO

**THE CORPORATION OF THE COUNTY OF PRINCE EDWARD
REQUEST FOR TENDER**

**TENDER # 2018-EDW-36
SUPPLY & DELIVERY OF PETROLEUM FUELS**

USE BLUE OR BLACK INK TO COMPLETE

Name of Firm

Address

Postal Code

Telephone Number

Fax Number

Name of Person Signing for Firm

Name of Contact Person

Email Address for Contact Person

Company Web site

CLOSING DATE June 26, 2018 AT 2:00:00 P.M. LOCAL TIME

TABLE OF CONTENTS

	<u>Page No.</u>
	Definitions and Interpretations 3 to 4
Part "A"	Instructions to BIDDERS 5 to 9
Part "B"	Standard Terms and Conditions 10 to 21
Part "C"	Terms of Reference 22 to 29
Part "D"	<u>Form of TENDER</u>
	Agreement to Contract and Schedule of Prices 30 to 33
	References 34
	Equipment & Sub-Contractors Form 35
	Accessibility 36
	Notice of No Bid 37
	Questions for Clarifications 38
	Locations 39
	Submission Label 40

DEFINITIONS AND INTERPRETATIONS

1. 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 COUNTY OF PRINCE EDWARD and includes its 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. <u>Interpretation:</u> 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".

PART A - INSTRUCTIONS TO BIDDERS

1) CONTRACT/ INTENT

The intent of this TENDER is to secure a qualified SUPPLIER to undertake the SUPPLY AND DELIVERY OF PETROLEUM FUELS for The Corporation of the County of Prince Edward, in accordance with the terms, conditions, terms of reference, and drawings attachments of this TENDER. The MUNICIPALITY may or may not enter into a CONTRACT as a result of the issuance of this TENDER.

2) 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 June 26, 2018** (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.

Clerk's Department
THE CORPORATION OF THE COUNTY OF PRINCE EDWARD
332 Picton Main Street, 2nd Floor
Picton, ON K0K 2T0

All bidders must register with the Purchasing Clerk by fax 613-476-7622 or e-mail pwhite@pecounty.on.ca or they will be rejected.

- b) **BIDDERS shall submit one document marked “original” and one (1) additional copy.**
- c) Any TENDERS received after the deadline for submission will be considered as non-compliant 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) The use of the 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 Clerk's Department, 2nd Floor, 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 and 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 County of Prince Edward, 332 Main Street, 2nd Floor, Picton 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.

4) TENDER SUBMISSION

- a) Submission of a TENDER will constitute acceptance of all provisions contained in this TENDER on the part of all BIDDERS.
- b) When 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 a 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 quoted 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 initialled 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.

5) INQUIRY

- a) All inquiries regarding this TENDER shall be directed, in writing, to the attention of Patti White, Purchasing Clerk by fax: 613-476-7622, or by e-mail: pwhite@pecounty.on.ca. A fax cover sheet, entitled "Questions for Clarification" is included for the BIDDER'S convenience.

Should a Bidder have any questions or need further clarification, he/she should contact the County representative named in this document. Questions will only be received until 4:00 p.m. on June 19, 2018, to enable the County to prepare an addendum (if any). Questions received after 4:00 p.m. on June 19, 2018 may not be acknowledged nor answered.

- 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 Corporation of the County of Prince Edward 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.

6) 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) Sufficient Bid deposit;

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.

7) 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.

8) 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.

9) REQUIREMENTS AT TIME OF EXECUTION

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

- a) Certificate of Clearance from Workers Compensation Board
- b) Evidence of General Liability, Automobile, Equipment, Public Liability and Property Damage Insurance, and Environmental Liability Insurance
- c) Up-to-date MSDS Sheet

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

PART B – STANDARD TERMS AND CONDITIONS

1) INTENT

The intent of this TENDER is to secure a qualified FUEL SUPPLIER, to undertake the SUPPLY AND DELIVERY OF PETROLEUM FUELS for various locations located throughout the municipality of Prince Edward County for all departments and/or agencies for the Corporation of the County of Prince Edward, in accordance with the terms, conditions, terms of reference and attachments of this tender.

2) ACCEPTANCE

- a) As soon as practicable after opening the TENDERS, the MUNICIPALITY will endeavour 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.
 1. 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.
 2. 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.

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.
 3. All TENDERS shall be irrevocable for one hundred and twenty (120) days following the deadline for submission to allow sufficient time for evaluation of the TENDERS and for the investigation of the BIDDERS.

- d) Upon acceptance of a TENDER, (or any part of it), by the MUNICIPALITY, the successful BIDDER shall, if requested by the MUNICIPALITY so to do, 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.
- e) 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.
- f) 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.
- g) 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 County reserves the right to consider, some or all of the following factors:
- (1) the general reputation of the SUPPLIER;
 - (2) any prior experience the County 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 Owner believes reasonably impact on the contract and the ability to complete the contract to the full satisfaction of the Owner.
- h) 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 Owner receives from this contract.

3) <u>PURCHASING BY-LAW</u>

- a) TENDERS will be called, received, evaluated, accepted, and processed in accordance with the MUNICIPALITY'S Purchasing By-law 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 County of Prince Edward's Purchasing by-Law can be retrieved from the County's web-site: www.thecounty.ca

- 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) 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) 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) 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) CHARACTER OF WORKERS

- a) The reference to "workers" refers to workers of the SUPPLIER and its SUB-CONTRACTORS (if any), and includes Corporate Officers.
- b) The SUPPLIER agrees to employ only orderly, competent, and skilful workers. Whenever the MUNICIPALITY informs the SUPPLIER in writing that any worker is, in its sole and unfettered opinion, incompetent, unfaithful or disorderly, the SUPPLIER will ensure that the worker in question is removed from the work and shall not be further employed on the CONTRACT without the MUNICIPALITY'S written consent.

8) 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.

9) PATENTS AND COPYRIGHTS

- a) The SUPPLIER shall, at its sole expense, defend all claims, actions or proceedings against the MUNICIPALITY based on any allegations that the EQUIPMENT, MATERIAL (or any part of it) constitutes an infringement of any patent, copyright or other proprietary right, and shall pay to the MUNICIPALITY all costs, damages, charges and expenses, including its lawyers' fees on a solicitor and his own client basis occasioned to the MUNICIPALITY in this regard.
- b) The SUPPLIER shall pay all royalties and patent license fees required for the EQUIPMENT, MATERIAL.
- c) If the EQUIPMENT, MATERIAL (or any part of it) is in any action or proceeding held to constitute an infringement of any patent, copyright or other proprietary right, the SUPPLIER shall either secure for the MUNICIPALITY the right to continue using the EQUIPMENT, MATERIAL or shall, at the SUPPLIER'S sole expense, replace the infringing EQUIPMENT, MATERIAL with non-infringing EQUIPMENT, MATERIAL or modify it so that the EQUIPMENT, MATERIAL no longer infringes.

10) 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.

11) QUANTITIES

- a) Unless otherwise specified in this TENDER, quantities shown are approximate and furnished without liability on behalf of the MUNICIPALITY. They are supplied as a basis for comparison only.
- b) Unless otherwise stated, payment will be by the unit complete at the TENDER price on the actual quantities deemed acceptable by the MUNICIPALITY.

12) 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 in each month 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.

13) UNPAID ACCOUNTS

The SUPPLIER must indemnify the MUNICIPALITY from all claims arising out of unpaid accounts relating to the MATERIAL and/or SERVICES. The MUNICIPALITY shall have the right at any time to require satisfactory evidence that the MATERIAL 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.

14) CHANGES IN THE EQUIPMENT, MATERIAL AND/OR SERVICES

The MUNICIPALITY may, without invalidating the CONTRACT, direct the SUPPLIER to make changes to the EQUIPMENT, MATERIAL AND/OR SERVICES. When a change causes an increase or decrease in the EQUIPMENT, MATERIAL AND/OR SERVICES, the CONTRACT price shall be increased or decreased by the applicable unit price, or in the absence of applicable unit prices, by an amount to be agreed upon in writing between the MUNICIPALITY and SUPPLIER. All changes must be in writing.

15) NON-PERFORMANCE

- a) The MUNICIPALITY reserves the right to determine, in its sole and unfettered discretion, non-performance 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.

16) PRICING (TERM 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.
- b) Should any additional or any variation of any tax or duty, imposed by the Government of Canada or Province of Ontario become directly applicable to any EQUIPMENT, MATERIAL, SUPPLIES AND/OR SERVICES, prior to delivery or completion of the EQUIPMENT, MATERIAL, SUPPLIES AND/OR SERVICES, the appropriate increase or decrease in the price of the EQUIPMENT, MATERIAL, SUPPLIES AND/OR SERVICES, shall be made to compensate for the change as of the effective date.
- c) The SUPPLIER shall be responsible for the collection and remittance of all applicable taxes, and agrees to hold the MUNICIPALITY harmless in this regard.
- d) All prices bid must be in Canadian funds and shall include currently applicable customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the SUPPLIES, MATERIAL or SERVICES save and except the Harmonized Sales Tax. All applicable HST is to be included in the total price and detailed where requested.
- e) The unit price prevails in cases of discrepancies between unit prices and extensions. The MUNICIPALITY will make all necessary corrections to any TENDER that is in error through addition or extension; the corrected value prevailing, and all BIDDERS shall be bound by such corrections.

17 PRICING (TERMS OF AGREEMENT)

- a) Prices proposed must include all incidental costs and the SUPPLIER must be satisfied as to the full requirements of the TENDER. No claims for SERVICES, EXTRA EQUIPMENT, and OR MATERIALS will be entertained and any additional SERVICES, MATERIALS AND EQUIPMENT must be authorized in writing prior to commencement. Should the SUPPLIER require more information or clarification on any point, it must be obtained prior to the submission of the TENDER.
- b) The SUPPLIER shall be responsible for the collection and remittance of all applicable taxes, and agrees to hold the MUNICIPALITY harmless in this regard.
- c) All prices bid must be in Canadian funds and shall include currently applicable customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the EQUIPMENT, SUPPLIES, MATERIAL or SERVICES save and except the Harmonized Sales Tax. All HST tax is to be included in the total price and detailed where requested.
- d) The unit price prevails in cases of discrepancies between unit prices and extensions. The MUNICIPALITY will make all necessary corrections to any TENDER that is in error through addition or extension; the corrected value prevailing, and all SUPPLIERS shall be bound by such corrections. Unit prices shall be firm and shall include all applicable federal excise tax, duty, and freight and shall be subject to Harmonized Sales Tax. Applicable taxes shall be shown separately in the spaces provided on the TENDER form.

18) DISCLOSURE

- 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.

19) WITHDRAWAL OR QUALIFYING OF TENDERS

- a) If, after submission of a TENDER, a BIDDER receives an addenda issued by the MUNICIPALITY, AND the addenda content does NOT alter the original submission of that TENDER, the BIDDER shall sign the addenda and deliver it to the CLERK'S DEPARTMENT. The addenda shall be in a sealed envelope, which clearly identifies the contents of it.
- b) The envelope shall include the following information: BIDDER'S name (or company name under which the original TENDER was submitted), the appropriate competition document reference and the addenda number.
- c) If after submission of a TENDER, a BIDDER receives an addenda issued by the MUNICIPALITY, and the information contained in the addenda DOES alter the original

submission of the BIDDER, the BIDDER shall 'withdraw' its previous submission in accordance with the withdrawal procedures outline below.

- d) A BIDDER who has already submitted a TENDER may submit a further TENDER at any time up to the deadline for submission. The last TENDER received shall supersede and invalidate all TENDERS previously submitted by that BIDDER for this TENDER.
- e) A BIDDER who has submitted a TENDER may request that its TENDER be withdrawn. (Adjustments or corrections to a TENDER submitted will not be allowed). The withdrawal shall be allowed if the request is made before the deadline for submission. Withdrawal requests must be directed to the MUNICIPALITY'S CLERK'S DEPARTMENT by letter, fax, email or in person. Telephone requests will not be considered. Withdrawals will be handled in accordance with the MUNICIPALITY'S Purchasing By-law.

20) 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.

21) LAWS AND REGULATIONS

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.

22) 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).

23) SAMPLES

Samples when required must be submitted strictly in accordance with the instructions. If samples are requested after opening of TENDERS, they shall be delivered within three (3) working days following request, unless additional time is granted. Samples must be submitted free of charge and will be returned at the BIDDER'S expense, if so requested, provided they have not been destroyed by tests, or provided they are not required for comparison purposes.

The acceptance of samples by the MUNICIPALITY shall be at its sole discretion and any such acceptance shall in no way be construed to imply relief of the SUPPLIER/CONTRACTOR from its obligations under the CONTRACT.

24) DECLARATIONS

- a) I/We declare that no person, firm or corporation other than the one whose signature or the signature of whose proper officers is or are attached to this TENDER, has any interest in this TENDER or in the CONTRACT.
- b) I/We further declare that this TENDER is made without any connection, knowledge, comparison of figures or arrangement with any other SUPPLIER, firm or person making a similar TENDER and is in all respects fair and without collusion or fraud.
- c) I/We further declare that no MUNICIPALITY employee, or member of Council (or their families) is, or will become interested directly or indirectly as a contracting party or otherwise in or in the performance of the CONTRACT or in the supplies, work or business to which it relates or in any portion of the profits of it, or of any such supplies to be used therein or any of the monies to be derived from it.
- d) I/We further declare that the statements contained in the TENDER are in all respects true.
- e) I/We further declare that I/We have examined the locality, specifications and site(s) of the proposed Tender Requirements relating to them, prepared, submitted and rendered available on behalf of the MUNICIPALITY and are hereby acknowledged to be an integral part of the CONTRACT. I/We hereby propose and offer to enter into the CONTRACT on the terms and conditions and under the provisions set forth in the TENDER, and to accept in full payment for it the sums calculated in accordance with the actual measured quantities and unit prices attached to this TENDER.
- f) I/We agree that this TENDER is an offer which is to continue open for acceptance until the placing in the mail or delivery to the address given in this TENDER of a notice of award, which shall constitute formation of the CONTRACT, or for 120 days following the TENDER closing date, whichever occurs first, and that the MUNICIPALITY may at any time within that period, and without notice, accept this TENDER whether any other TENDER had been previously accepted or not.

25) ERRORS, OMISSIONS IN THE MUNICIPALITY DOCUMENTS

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.

26) MULTIPLE TENDERS

For comparison purposes, each BIDDER shall submit a complete response that meets the base requirements. TENDERS that do not address the base requirements shall be rejected.

Multiple TENDERS from any one BIDDER will be acceptable provided the following conditions are met:

- each TENDER must be packaged separately.
- each TENDER shall be dealt with separately and shall be subject to the requirements of the TENDER.

27) INSURANCE REQUIREMENTS AT TIME OF CONTRACT EXECUTION

(i) Workplace Safety & Insurance Board

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 County), 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.

(ii) General Liability Insurance

Prior to commencement of work the SUPPLIER must provide proof of **\$5,000,000.00 (five million)** per occurrence. General Commercial 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 County of Prince Edward must be shown as additional insured on the policy.

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 County of Prince Edward as an insured, including a cross-liability provision in favour of The Corporation of the County of Prince Edward, 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 Five Million Dollars **(\$5,000,000.00)** in respect of each claim or occurrence. The insurance policy as required herein shall be in force during the terms of the contract.

Products and completed operation coverage (Broad Form) with an aggregate limit not less than (5) million.

Environmental Insurance Coverage

This coverage in the amount of Two Million Dollars (\$2,000,000.00) is to protect against liability caused by Environmental Impairment arising out of its ownership and/or operations, such as but not limited to:

- Potable water supply and treatment
- Sewage disposal and treatment
- Solid waste disposal and treatment
- Salt and salt treated sand including the application thereof
- Leaking fuel tanks
- Weed control
- Plus any other Environmental Impairment exposure of the municipality:

The intent of this coverage is to pick up those exposures as a result of the environmental exclusion in the Municipal Liability Insurance Policy.

28) 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 County. The successful Bidder agrees that any damages or fines that may be assessed against the County 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 County to set-off the damages so assessed against any monies that the County 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.

29) ACCESSIBILITY

In accordance with Ontario Regulation 429/07, Accessibility Standards for Customer Service every provider of goods and services shall ensure that every person who deals with a member of the public or participates in the developing of the County's policies, practices and procedures governing the provision of goods and services to members of the public, shall be trained as follows:

1. How to interact and communicate with persons with various types of disability

2. How to interact with persons with disabilities who use assistive devices or require the assistance of a guide animal, or a support person
3. How to use equipment that is available on the premises that may help in the provision of goods or services.
4. What to do if a person with a particular type of disability is having difficulty accessing the provider's goods or services
5. Information on the policies, practices and procedures governing the provision of goods and services to people with disabilities

Contract employees, third party employees, agents and others who deal with members of the public on behalf of the County of Prince Edward must meet the requirements of Ontario Regulation 429/07 with regard to training. If a training policy is not yet in place, please go the following link, complete the training module and provide a copy of the Certificate to the County of Prince Edward.

<http://www.mcass.gov.on.ca/mcass/serve-ability/splash.html>

PART C, TERMS OF REFERENCE, SPECIFICATIONS, DELIVERABLES

The Purchasing Section of the Corporation of the County of Prince Edward invites bids for the following products to be delivered, as-and-when required, commencing July 1, 2018 through to June 30, 2021 inclusive with the option of a one year extension upon a favorable Contractor Evaluation.

Vendors will bid on the following option

Daily Rack Pricing Petro Canada (Belleville) May 25, 2018 pricing reflecting the current market;

The submissions will be evaluated on the basis of financial analysis, ease of administration, vendor experience and references and the compliance and completeness of the submission. The Corporation of the County of Prince Edward reserves the right to reject any or all bids, the right to accept any portion of any bid. The lowest bid will not necessarily be accepted.

General Information to Suppliers

- 1 This tender is for the SUPPLY AND DELIVERY OF PETROLEUM FUELS for the Corporation of the County of Prince Edward and for other organizations as the County of Prince Edward so directs.

It will be the responsibility of the supplier to record and supply the Corporation of the County of Prince Edward with the storage tank fuel level before and after fuel is transferred from delivery tank to the storage tank. The level record is to be submitted with the fuel invoice.

The successful contractor will also be required to supply and dispense diesel fuel for mobile construction equipment on site (various / changing locations) throughout the County of Prince Edward at no additional charge.

The contractor is responsible for all necessary training and licensing to permit fuelling on water or on site.

- 2 The petroleum fuels to be supplied as specified in this Contract will be supplied and delivered at the locations specified, or otherwise, as required in strict accordance with the enclosed Provisions, Specifications and Conditions.
- 3 If the SUPPLIER fails to perform the delivery and / or supply the petroleum fuels to the satisfaction of the Corporation of the County of Prince Edward or fails to comply with any of the conditions specified in the agreement, the SUPPLIER shall be liable for any loss or damage suffered by the Corporation of the County of Prince Edward as a result of the default and the Corporation of the County of Prince Edward may collect the amount of its damage from any monies or to become due to the SUPPLIER from any source whatsoever.
- 4 The SUPPLIER will be responsible for payment of the wages of any operator(s) hired, and, when required, shall furnish evidence to the Corporation of the County of Prince Edward that these wages have been paid in full.
- 5 The SUPPLIER shall comply with the Occupational Health and Safety Act and MOE Regulations and will be responsible for the compliance of any employees while working under the terms of this agreement. The SUPPLIER must ensure that his/her employees are properly instructed and trained and work safely and are in full compliance with the Occupational Health &

Safety Act and safety standards established by industry, where applicable. The SUPPLIER must ensure that all delivery personnel are to have required training and certification.

- 6 The SUPPLIER must comply with Dominion and Provincial regulations governing health, safety, labour and working conditions. The SUPPLIER must comply with all local by-laws and regulations, during the progress of this work and/or at the completion before the SUPPLIER receives his/her final payment, if requested, the SUPPLIER shall supply a clearance to the Corporation of the County of Prince Edward that there are no liens or claims lodged against any part of his/her contract.
- 7 The Corporation of the County of Prince Edward reserves the right to increase or decrease the quantities estimated on the tender pricing forms and the SUPPLIER shall not have any claim against The Corporation of the County of Prince Edward for any loss, damage or expense occasioned to hereby.
- 8 The Supplier shall at all times provide adequate protection for the work and the public. He/she shall always consider the wellbeing and convenience of the public and take precautions to avoid damage or annoyance.
- 9 The SUPPLIER shall ensure that all requirements and provincial statutes and codes are met and complied with and that all equipment material and workmanship is in accordance with all current, local, provincial and federal regulations and will pass associated inspections. The SUPPLIER warrants that the materials and/or services supplied to the Corporation of the County of Prince Edward conforms in all respects to the standards set forth by the Federal and Provincial agencies and failure to comply with this condition will be considered a breach of contract.
- 10 In the submission and receipt of tenders it shall be understood and agreed that, The County 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 Contractor, from its own staff, and from outside sources, as these factors may impact on the benefit the County receives from this contract.
- 11 The Corporation of the County of Prince Edward 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 the non-acceptance by the Corporation of the County of Prince Edward of any tender or by reason of any delay in the acceptance of a tender save as provided in the Contract. Tenders are subject to a formal Contract being prepared and executed. If an insufficient number of tenders are received, tenders may be returned unopened.
- 12 The successful SUPPLIER(s) agree(s) if requested, to enter into a Formal Agreement satisfactory to the Corporation of the County of Prince Edward.
- 13 All rights of cancellation to be vested with the Corporation of the County of Prince Edward. The Corporation of the County of Prince Edward reserves the right to cancel their contract without cause at any time based upon the provision of thirty (30) days' notice.
- 14 The SUPPLIER agrees that the tendered price given includes all costs and expenses that may be required in and for the work described together with all general risks, liabilities and obligations set forth.
- 15 The SUPPLIER agrees that all materials and equipment to be supplied as part of this tender shall conform to all applicable codes and specifications. The Supplier shall maintain all materials and

equipment in proper working order and shall make replacement as directed by the Corporation of the County of Prince Edward for good and substantial reason.

- 16 All materials shall be so delivered, stored and handled as to prevent damage or breakage, and their security shall be the responsibility of the SUPPLIER. The SUPPLIER shall pursue the work at all times with the greatest reasonable rapidity consistent with good workmanship.
- 17 All work shall be in accordance with the best practice of the trade and to the approval of the Corporation of the County of Prince Edward.
- 18 The SUPPLIER, by accepting the contract, must agree to relieve the Corporation of the County of Prince Edward from all claims for damages as may be caused by its workers or itself, or any of its sub-contractors to the property, or adjacent properties.
- 19 The SUPPLIER agrees to indemnify and save harmless the Corporation of the County of Prince Edward and all Municipal officers, employees, servants and agents; officers, employees, servants and agents of its Boards and Commissions and volunteers, from all claims, costs, actions, suits, damages or expenses which may arise by reason of the execution of its contract or the performance of any of the terms of its contract or in any way incidental to the contract.
- 20 This indemnification shall also apply in respect of any claims for injuries or damages that may be sustained by the SUPPLIER or any of the SUPPLIER'S employees during the performance and fulfillment of this contract. Should the Corporation of the County of Prince Edward receive any demand or claim arising out of the performance of this contract, the SUPPLIER shall pay to the Corporation of the County of Prince Edward such claims. The SUPPLIER shall also pay to the Corporation of the County of Prince Edward any demand, cost, charge, damages or expenses which may be paid, or incurred by the Corporation of the County of Prince Edward or any of its officers, servants, or agents in demand paid by the Corporation of the County of Prince Edward or any of its servants, officers or agents in settlement of or on account of payment for any loss, damages or expenses payable by The Corporation of the County of Prince Edward or its officers, servants and agents, and any monies payable by the SUPPLIER under the terms and conditions of this contract may be deducted, and any monies payable by the Corporation of the County of Prince Edward, its officers, servants, or agents may be deducted from monies payable under this contract which then remaining in the possession of the Corporation of the County of Prince Edward on account of this contract, and to any court of competent jurisdiction as monies paid on behalf of the SUPPLIER.
- 21 The SUPPLIER must protect his/her employees under the Workplace Safety and Insurance Act and an up to date Certificate of Clearance must be provided to Patti White, Purchasing Budget Control, Corporation of the County of Prince Edward, Picton, Ontario K0K 2T0 Fax: (613) 476-7622 before commencement of any work in relation to the contract.
- 22 The SUPPLIER declares that; the prices in this tender have been arrived at independently from those of any other SUPPLIER, the prices in this tender have not been knowingly disclosed by the SUPPLIER, and will not knowingly be disclosed by the SUPPLIER prior to award, directly or indirectly, to any other SUPPLIER or competitor, no attempt has been made, nor will be made, to induce any other person to submit or not to submit a tender for the purpose of restricting competition, and this tender is in all respects fair and without collusion or fraud.
- 23 The materials and/or services delivered under this request for tender shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and thereafter accepted to the satisfaction of the Corporation of the County of Prince Edward and must comply with the terms herein and be fully in accord with the specifications and of the highest quality.

- 24 Time shall be of the essence for any orders placed as a result of this bid. Failure of a SUPPLIER to deliver within the time specified or within a reasonable time, as interpreted by the Corporation of the County of Prince Edward, or failure to make replacements of rejected materials and/or services, when requested, will constitute authority for the Corporation of the County of Prince Edward to cancel such orders or any part thereof, without obligation, or will constitute authority for the Corporation of the County of Prince Edward to purchase in the open market to replace the materials and/or services rejected or not delivered. The Corporation of the County of Prince Edward reserves the right to authorize immediate purchases in the open market against rejections on any contract when necessary. On all purchases, the SUPPLIER agrees to promptly reimburse the Corporation of the County of Prince Edward for the excess costs occasioned by such purchases. Such purchases may be deducted from the contract quantities. However, the Corporation of the County of Prince Edward reserves the rights to use or consume commodities that are substandard in quality, subject to any adjustment in price to be determined by the Corporation of the County of Prince Edward.
- 25 When materials and/services are rejected, same must be removed by the SUPPLIER from the premises of the Corporation of the County of Prince Edward within ten (10) days after notification unless public health and safety require immediate destruction or other disposal of such rejected commodities, in which case, the Corporation of the County of Prince Edward may take such action as it deems necessary. Rejected items left longer than ten (10) days will be considered abandoned, and the Corporation of the County of Prince Edward shall have the right to dispose of them as its own property.
- 26 SUPPLIER warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the materials and/or services shipped or ordered as a result of this bid and the seller agrees to hold the purchaser harmless for any and all liability, loss, expense, action, or suit occasioned by any such violation.
- 27 The seller agrees to hold the purchaser harmless from any and all liability, loss, expense, action or suit occasioned by any malfunction of the materials and/or services provided.
- 28 The seller of all materials and/or services will be required to provide un-expired Material Safety Data Sheets (MSDS) for all controlled substances, with or in advance of the first shipment. The seller must also ensure that the goods are labelled correctly in accordance with the Federal Legislation entitled, "Workplace Hazardous Materials Information System" (WHMIS).
- 29 It is the responsibility of the successful bidder to supply the necessary Certificates of Insurance, Workplace Safety & Insurance Board Clearance Certificates, and Material Safety Data Sheets to the Corporation of the County of Prince Edward. All rights of cancellation shall be vested with the Corporation of the County of Prince Edward(s). The Corporation of the County of Prince Edward(s) reserves the right to cancel the contract without cause at any time based upon the provision of thirty (30) days' notice.
- 30 In cases of dispute as to whether or not materials and/or services tendered or delivered meets specifications, the decision of the Corporation of the County of Prince Edward shall be final and binding on both parties.
- 31 No SUPPLIER is relieved from supplying all components necessary to render the materials and/or services fit for the use specified in the governing documents merely because detailed specifications on the various components are not set out in the documents.

- 32 The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect his right thereafter to enforce such provision or to seek damages for the breach thereof. Successful SUPPLIER(s), including those outside the Province of Ontario, agree that the rights of all parties shall be governed by the laws of the Province of Ontario. It is agreed between the parties that neither party shall be held responsible for damages caused by delay or failure to perform their undertakings hereunder when such delay or failure is due to fires, strikes, floods, acts of God or the Queen's enemies, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.
- 33 Any SUPPLIER not in receipt of notification of acceptance within the above referenced period may assume that the bid was not accepted.
- 34 In case of default of the SUPPLIER, The Corporation of the County of Prince Edward reserves the right to procure the articles or service from other sources and any added expense will be charged to the undersigned SUPPLIER.
- 35 If the SUPPLIER is an incorporated company, the tender is to be executed by the signing officer(s) of the company and the company seal is to be placed beside the signature(s). If the SUPPLIER is not an incorporated company, the SUPPLIER should sign his or her own name in the presence of a witness who should sign beside the tender's name.
- 36 Prices tendered are to be binding upon the parties hereto, their heirs, successors and assigns."
- 37 The successful bidder shall ensure that the petroleum products supplied against this tender meet the current specifications of the Canadian Government Specifications Board, the American Petroleum Institute and/or the International Standards Organization, whichever shall determine the higher quality standard for any of the products referred to herein.
- 38 In the event of any question arising as to the quality of the product or products supplied against and during the period of this tender, the Corporation of the County of Prince Edward shall have the right to collect, at its discretion, representative samples of the delivered product(s) and to submit such samples for analyses in accordance with the "Method of Testing Petroleum and Associated Products" as laid down by the Canadian Government Specifications Board, the American Petroleum Institute of the International Standards Organization. All costs in relation thereto shall be borne by the supplier in the case the product is found defective.
- 39 The Corporation of the County of Prince Edward reserve the right to reject any fuel supplied which, in their opinion does not conform to the specifications and any delivered fuel rejected by a Corporation of the County of Prince Edward shall be removed from the Corporation of the County of Prince Edward's property by the supplier at his own expense and replaced immediately with fuel to the required standard, and the supplier shall be liable for any damages as may be occasioned by or attributable to any deleterious affect(s), etc., resulting from inferior or incorrect product(s) having been inadvertently or otherwise supplied.
- 40 The successful bidder may assign the delivery of petroleum products to an agent or carrier. This does not, however, relieve the bidder of any responsibility. The purchaser shall look to the successful bidder for complete compliance according to the terms and conditions of this tender.
- 41 Every care must be taken by the successful bidder(s) during delivery of all types of fuel. Any expense due to spillage, etc., will be charged to the supplier. Suppliers must clean up all spillage immediately; otherwise, the purchaser will proceed to have the situation corrected. Any

costs, damages or expenses incurred will be recovered from the supplier in full without dispute. Notice of any spillage must be given by the supplier to such government agencies as required by applicable Provincial and/or Federal law.

- 42 **THE CORPORATION OF THE COUNTY OF PRINCE EDWARD MUST BE NOTIFIED IMMEDIATELY OF ANY SPILLAGE ALONG WITH THE SPILLS ACTION CENTRE.**
- 43 Specifications shall apply to any new installation or additions during the term of this contract.
- 44 The successful bidder(s) shall designate telephone numbers to which all requests for delivery, etc. shall be directed.
- 45 A separate invoice will be prepared for each location and sent to the appropriate department as directed by the Corporation of the County of Prince Edward.
- 46 The successful vendor must provide reporting on all products delivered upon request of the Corporation of the County of Prince Edward.
- 47 Delivery of such quantities of fuel, as may be required, shall be made on an automatic filling basis, unless otherwise indicated. The Corporation of the County of Prince Edward has the option to call and request deliveries from the supplier at any point in time and the requested delivery shall be received within 12 hours. The successful contractor is to supply a toll free number for delivery requests. Deliveries shall be metered from truck tank to storage tanks and meter slips will be supplied at the time of delivery transfer ONLY.
- 48 Suppliers may be required to furnish satisfactory evidence that they have ability and experience in this class of work and that they have sufficient capital and plant to enable them to carry out the work expeditiously and complete the same successfully and in the time stated in the tender.
- 49 The prices charged are subject to verification at any time. The Contractor will be required to submit such substantiating documentation as the Corporation of the County of Prince Edward County deems necessary to verify any challenged invoices.
- 50 The spirit of the specifications herein shall be followed as well as the letter, and all work shall be executed according to the true intent implied therein.
- 51 Should anything be omitted from the specifications necessary to the proper completion of the work herein specified, or should any disagreement in the specification exist, or appear to exist, the Bidder shall not avail himself/herself of any such manifestly unintentional error or omission, but must have the same explained or adjusted before proceeding with the work in mention. In the event that the Bidder fails to give notice, the Bidder shall, at his/her own expense, make good any omission by supplying the proper materials and labour, and make good any changes to or defect in his/her work caused by such omission.
- 52 Each bidder is required to make a site inspection and shall examine the site as to condition etc.
- 53 The Corporation of the County of Prince Edward will absorb the cost in order to meet all the regulated requirements, if required.

DESCRIPTION
<u>Gasoline –Unleaded, Regular – minimum 87 octane (5% ethanol)</u>
<u>Diesel Fuel - Clear</u> – Grade No. 2, ultra-low sulphur clear seasonal diesel fuel. Seasonal grades will be required for winter and summer months.
<u>Diesel Fuel - Coloured</u> – Grade No. 2, regular coloured seasonal ultra-low diesel fuel. Seasonal grades will be required for winter and summer months.
<u>Furnace Oil</u> – Grade No. 2

DAILY RACK PRICING PETRO CANADA (BELLEVILLE)

Pricing is based upon the supplier's rack price based on the Oil Buyer's Guide (OBG) Canadian Terminal Rack Prices Petro Canada (Belleville). The Corporation of the County of Prince Edward shall be notified by fax of any proposed price changes (excluding Federally or Provincially legislated changes in the rates of taxes). The successful bidder will be expected to support all price changes, during the duration of the contract, by supplying relevant documentation such as the Oil Buyer's Guide. Formulas are to be based off the rack prices and must be visible and credible with changes published in accordance with the Oil Buyer's Guide reflecting the true conditions of the market ensuring a fair and competitive price.

Terminal rack prices on May 25, 2018, plus all applicable supplier costs plus the mark-up to The Corporation of the County of Prince Edward. Taxes, delivery prices and additives will be the ONLY extra cost over and above the Base Price bid.

DAILY TERMINAL RACK PRICING

Pricing is based upon the Daily Terminal Rack Prices Petro Canada (Belleville).

The rack price will be the bench mark to base the bid.

The bid will represent the suppliers mark-up above the rack price (taxes not included).

The successful bidder will be responsible to supply the County of Prince Edward with fuel at the OBG Belleville Petro Canada fuel terminal daily rack price plus bid amount (mark-up) and taxes for the duration of the contract.

The bid (mark-up) price is fixed. The rack price will fluctuate with industry demands.

Fuels will be supplied and delivered to a number of sites within the boundaries of the County of Prince Edward. The number of sites may increase or decrease over the course of the contract without penalty.

The Successful bidder will be responsible to provide the County of Prince Edward with the OBG Shell Belleville terminal rack price for the day of each fuel delivery. The successful bidder will be responsible to monitor levels, ensuring an adequate volume of fuel at all times, at all contracted locations.

Clear and Dyed Diesel will be supplied with Diesel Standards Group additive "4 Plus Premium" or Prince Edward County approved equivalent, May 31 to September 31.

Clear and Dyed Diesel will be supplied with Diesel Standards Group additive “4 Plus Polar Max” or Prince Edward County approved equivalent, October 1st to March 31st.

Example

If rack price was 85¢ (Clear Diesel)

+ FET 4¢

+ ORT 14.3¢

+ Suppliers markup **10¢**

+ Additive **2¢**

+ HST (13%)

= Fuel will be supplied and delivered to the County of Prince Edward at a price of \$1.30289 cents per litre.

Suppliers bid would be 10¢ per litre for Clear Diesel (ULSD)

Suppliers bid would be 2¢ per litre for Additive

2017 Volumes Approximately

Gasoline 243000 litres

Clear Diesel 212000 litres

Dyed Diesel 53000 litres

Furnace Oil 46000 litres

2018 Volumes

May increase or decrease, from the quantity purchased in 2017

Mark-up / Bid (Cents per litre)

Daily Terminal Rack Prices Petro Canada OBG (Belleville)

Additive price to be shown separately.

Each tender shall show a reference pricing structure based on pricing from the **May 25, 2018** Daily Rack Pricing.

Furnace – Heating Oil

Delivery of such quantities of Furnace oil # 2, as may be required, shall be made on an automatic filling basis, unless otherwise indicated. The successful bidder assumes the responsibility that each building of the Corporation of the County of Prince Edward using Furnace Oil # 2 will have an adequate supply of fuel at all times. Any expense or damages incurred due to the failure of the supplier to maintain an adequate supply of fuel shall be charged to the successful bidder.

All oil delivered is to be metered from truck to storage tanks.

**PART D - FORM OF TENDER
AGREEMENT TO CONTRACT AND SCHEDULE OF PRICES**

CONTRACT NUMBER: **TENDER-2018-EDW-36**
PROJECT TITLE: **SUPPLY AND DELIVERY OF PETROLEUM FUEL**
SUBMITTED TO: **THE CORPORATION OF THE COUNTY OF PRINCE EDWARD**

I/We, _____
(Company Name)

of _____
(Business Address)

having examined the TENDER including all information to BIDDERS, general terms and conditions, terms of reference, appendices and specifications as issued by THE CORPORATION OF THE COUNTY OF PRINCE EDWARD and including **Addenda number ____ to ____** and having visited the Project Site, hereby offer and agree to enter into a Contract to supply the EQUIPMENT, MATERIAL, SUPPLIES AND SERVICES required by this TENDER at the costs detailed in the Schedule of Prices below.

The undersigned offers to complete and supply the EQUIPMENT, MATERIAL, SUPPLIES AND SERVICES in accordance with the instructions to BIDDERS, terms, conditions, terms of reference, specifications, and appendices in the Request for #**TENDER 2018-EDW-36, for the Supply and Delivery of Petroleum Fuel** as described in this TENDER for the price(s) shown on the Schedule of Prices attached to it. Furthermore, it is certified that the undersigned is/are authorized and empowered to sign and submit this TENDER.

I/We, hereby Tender and agree to supply to The Corporation of the County of Prince Edward, F.O.B. Picton, Ontario, the supply of all materials and application(s) of the Supply and Delivery of Cold Mix Material. The contractor is responsible for visiting the sites and viewing the proposed work in the establishment of unit prices.

The tender bid will be a unit bid per FUEL TYPE PER LITRE TO BE SUPPLIED TO THE CORPORATION OF THE COUNTY OF PRINCE EDWARD. The following bid prices will be paid BY THE County TO THE SUPPLIER for the SUPPLY AND DELIVERY OF PETROLEUM FUELS AT VARIOUS LOCATIONS THROUGHOUT THE MUNICIPLAITY OF PRINCE DWARD COUNTY.

I/We further declare that this TENDER is made without any connection, knowledge, comparison of figures or arrangement with any other SUPPLIER, firm or person making a similar TENDER and is in all respects fair and without collusion or fraud.

I/We further declare that no MUNICIPALITY employee, or member of Council (or their families) is, or will become interested directly or indirectly as a contracting party or otherwise in or in the performance of the CONTRACT or in the supplies, work or business to which it relates or in any portion of the profits of it, or of any such supplies to be used therein or any of the monies to be derived from it.

I/We further declare that I/We have examined the locality, specifications and site(s) of the proposed SUPPLY AND DELIVERY OF PETROLEUM FUELS Tender Requirements relating to them, prepared, submitted and rendered available on behalf of the MUNICIPALITY and are hereby acknowledged to be an integral part of the CONTRACT.

I/We hereby propose and offer to enter into the CONTRACT on the terms and conditions and under the provisions set forth in the TENDER, and to accept in full payment for it the sums calculated in accordance with the actual measured quantities and unit prices attached to this TENDER.

PART D - FORM OF TENDER
AGREEMENT TO CONTRACT AND SCHEDULE OF PRICES - continued

Each tender shall show a reference pricing structure based on pricing derived from the May 25, 2018 Daily Rack Price for each product for Belleville Ontario as published in the Daily Terminal Rack Prices Petro Canada.

This pricing structure from May 25, 2018 will be used for comparison purposes only. Pricing must include all delivery costs.

Fuel

Product	Total Estimated Volume	Rack Price Cost/Litre	FET	ORT	Bid (Mark-up) Cents per Litre	Sub Total	HST	Total
Regular Gasoline	243,000							
Clear Diesel	212,000							
Dyed Diesel	53,000							
Furnace Oil	46,000							

Additive (Cost to treat a litre of diesel)

Product	Bid	HST	Total
Diesel Additive (Polar)			
Diesel Additive (Premium)			

Pricing for Fuel and Furnace Oil is to include delivery charges
 Fuel being supplied must meet or exceed TSSA CGSB standards

I/We agree that this TENDER is an offer which is to continue open for acceptance until the placing in the mail or delivery to the address given in this TENDER of a notice of award, which shall constitute formation of the CONTRACT, or for 120 days following the TENDER closing date, whichever occurs first, and that the MUNICIPALITY may at any time within that period, and without notice, accept this TENDER whether any other TENDER had been previously accepted or not.

**PART D - FORM OF TENDER
AGREEMENT TO CONTRACT AND SCHEDULE OF PRICES - continued**

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

Company: _____
(Name)

(Street Address or Postal Box Number)

(MUNICIPALITY, Province, and Postal Code)

Signature: _____
(I have the authority to bind the corporation)

Print Name and Title: _____

Dated at _____ this _____ day of _____, 2018

(Company Seal)

**The Corporation of the County of Prince Edward
332 Picton Main Street, K0K 2T0**

Signature: _____
(I have the authority to bind the corporation)

Print Name: _____

Dated at _____ this _____ day of _____, 2018

Kim White, Clerk: _____

Dated at _____ this _____ day of _____, 2018

seal

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

PART D - REFERENCE 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): _____
Value of Contract \$ _____

- 2) NAME (Company/Government Agency) _____
Contract Description _____
Contact Person _____
Phone Number () _____ Fax Number: _____
Email Address (if available): _____
Value of Contract \$ _____

- 3) NAME (Company/Government Agency) _____
Contract Description _____
Contact Person _____
Phone Number () _____ Fax Number: _____
Email Address (if available): _____
Value of Contract \$ _____

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

Company/BIDDER

Authorized Signature

Date

EQUIPMENT MATERIAL AND SUB-CONTRACTORS FORM

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

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

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

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

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

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



Accessibility for Ontarians with Disabilities Act (AODA)
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 County of Prince Edward, 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 County of Prince Edward, 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: _____

Signature: _____

Date: _____

NOTICE OF NO BID

Purchasing Department, 280 Main Street Picton, ON K0K 2T0	Tel: (613) 476-2148 Fax: (613)476-7622
REFERENCE NO. # TENDER-2018-EDW-36	CLOSING DATE: June 26, 2018
DESCRIPTION: Supply & Delivery of Petroleum Fuel	

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 quote 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:

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:	

ATTACHEMENT #1**LOCATIONS COUNTY OF PRINCE EDWARD****FURNACE OIL # 2**

BUILDINGS	CIVIC ADDRESS
Athol Town Hall	1685 County Road 10
Milford Town Hall	3076 County Road 10
Mount Tabor	2179C County Road 17
North Marysburgh Hall	2699 County Road 8
Rossmore Fire Hall	219 County Road 3
Sophiasburgh Town Hall	2771 County Road 5

FUEL LOCATIONS

BUILDINGS	CIVIC ADDRESS
Ameliasburgh Garage	49 Coleman S.
Sandy Hook	75 Sandy Hook Road
Sophiasburgh Garage	15 County Road 14
Picton Marina	1 Head Street

(Glue or Tape to outside of Submission Envelope)

TO:
Clerk's Office
The Corporation of the County of Prince Edward
332 Picton Main Street
Picton, ON K0K 2T0

Submitted By (Insert company Name)	<u>RFT 2018-EDW-36 Supply and Delivery of Petroleum Fuel</u>	
<i>OFFICE USE ONLY</i>		
Received By: (Name of Staff)		
<u>Date & Time 2nd floor</u> <u>Clerk's Office</u> Date/Time:		
<u>IF LATE – NAME AND SIGNATURE OF PERSON DELIVERING</u>	(Print Name)	(Signature)