



TheCounty
PRINCE EDWARD COUNTY • ONTARIO

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

**RFT# 2018-JT-18
FOR THE DELIVERY AND RENTAL OF MATS, COVERALLS, UNIFORMS**

USE BLUE OR BLACK INK TO COMPLETE

Company Name

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 APRIL 25, 2018 AT 2:00 P.M.

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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 CONTRACTOR and the MUNICIPALITY with respect to the supply of the EQUIPMENT, MATERIALS AND SUPPLIES, 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, MATERIALS AND SUPPLIES AND/OR SERVICES.
- e) **CONTRACTOR** means the BIDDER(s) whose TENDER(s) is/are accepted and who has/have agreed to supply the EQUIPMENT, MATERIALS AND SUPPLIES AND SERVICES as described in the CONTRACT. In either case, the term extends to its legal representatives, successors and permitted assigns, agents, employees, CONTRACTOR S and CONTRACTOR S.
- f) **EQUIPMENT, MATERIALS AND SUPPLIES** 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, MATERIALS AND SUPPLIES 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, MATERIALS AND SUPPLIES 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, MATERIALS AND SUPPLIES 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.

DEFINITIONS AND INTERPRETATIONS Cont'd

2. Interpretation: The following rules of interpretation apply:

- a) 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.
- b) The words “shall”, and “will” used in this TENDER denote imperative.
- c) 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 one or more qualified SUPPLIER(s) to undertake the supply and delivery and Rental of Floor Mats, Coveralls and Uniforms for The Corporation of the County of Prince Edward.

All TENDERS must be in full accordance with the terms, conditions, terms of reference, and attachments of this TENDER. Unit prices shall be inclusive of all costs as specified in this TENDER in full conformity with the specifications and information to bidders attached hereto, all duty, exchange, freight, transportation or other charges fully paid for the prices shown hereunder.

The MUNICIPALITY may or may not enter into a Purchase Order CONTRACT as a result of the issuance of this TENDER. The MUNICIPALITY reserves the right to choose more than one SUPPLIER/CONTRACTOR.

The SUPPLIER/CONTRACTOR is responsible for visiting the sites and viewing the proposed work in the establishment of unit prices. All prices are to be delivered and installed F.O.B. Picton, Ontario.

2) TENDER DELIVERY & OPENING

TENDERS made on the forms provided must be submitted in a sealed package, clearly marked and must be submitted to the address below to the attention of the following individual **prior to 2:00:00 p.m., Local Time, April 25, 2018** (the "deadline for submission").

- a) TENDERS must be time-stamped at the location below to be considered. Late submissions will not be accepted and will be returned unopened without exception. The time stated on the time stamp located in the following office shall be the only recognized timepiece for the purpose of this submission.

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

- b) **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.**

USE RETURN "LABEL" (page) PROVIDED IN THIS TENDER PACKAGE
(Tape or glue it to the front of your submission envelope)

BIDDERS shall submit one document marked "original" and one (1) additional copy.

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.

- c) Misdirected TENDERS received after the deadline for submission will not be accepted and will be returned unopened. Requests for adjustments submitted by telephone fax or electronically will not be considered.

- d) 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.
- e) 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.

3) 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 will 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 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.

4) INQUIRY

- a) All inquiries regarding this TENDER shall be directed, in writing, to the attention of Patti White, Purchasing Department, via fax at **613-476-7622** during regular business hours, or by email to

pwhite@pecounty.on.ca. A fax cover sheet, entitled "Questions for Clarification" is included for the BIDDER'S convenience.

- b) Any inquiries will be responded to in writing. Any clarification shall not alter the TENDER. Oral arrangements or discussions cannot be relied upon.

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 April 18, 2018, to enable the County to prepare an addendum (if any). Questions received after 4:00 p.m. on April 18, 2018 may not be acknowledged nor answered.

- 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 MUNICIPALITIES 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 shall include all staff from the proposing organization as well as all SUPPLIER/CONTRACTORS and SUB-SUPPLIER/CONTRACTORS that the proposing organization may hire to supply the EQUIPMENT, MATERIALS AND SUPPLIES AND/OR SERVICES.

5) TENDER CONTENT

TENDERS will be deemed complete if they include:

- a) A completed title page including the legal company name, address of the Head Office, telephone number, facsimile number, contact person and email address of the Bidder.
- b) A completed and executed Form of TENDER - Agreement to Contract and Schedule of Prices, attached to this TENDER as Part D.
- c) 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.

- d) List of sub-SUPPLIER/CONTRACTORS to be utilized;
- e) A bid deposit as detailed in the RFT

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.

6) 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.

7) 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.

PART B – STANDARD TERMS AND CONDITIONS

1) 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 COMPANY to execute the CONTRACT.
- b) The CONTRACT shall consist of and have priority in the following order:
 - i) The Purchase Order Contract;
 - ii) the TENDER;
 - iii) and the COMPANIES TENDER.
- c) 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.
- d) 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.
- e) 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.
- f) All TENDERS shall be irrevocable for ninety (120) days following the deadline for submission to allow sufficient time for evaluation of the TENDERS and for the investigation of the BIDDERS.
- g) 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.
- h) 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.

- i) 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.
- j) 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 COMPANY;
 - (2) any prior experience the County has had with the COMPANY;
 - (3) the financial status and strength of the COMPANY;
 - (4) the previous experience of the COMPANY in this area;
 - (5) any previous experience between the COMPANY and other municipality's;
 - (6) the proposed schedule of the COMPANY;
 - (7) the Owner's determination of the ability of the COMPANY 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.
- k) 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 COMPANY, from its own staff, and from outside sources, as these factors may impact on the benefit the Owner receives from this contract.

2) PURCHASING BY-LAW

- a) TENDERS will be called, received, evaluated, accepted, and processed in accordance with the MUNICIPALITY'S Purchasing By-law and Procedures. A copy of The Corporation of the County of Prince Edward's Purchasing by-Law can be retrieved from the County's web-site: <http://www.pecounty.on.ca/purchasing.html>
- 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.

3) 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 supply contract of the size and type being proposed; or
 - ii. proof of employment in the type of supply and 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 Supply CONTRACT.
- 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.

4) ASSIGNMENT

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

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

5) INSURANCE/LIABILITY

General Liability Insurance

Prior to commencement of work the SUPPLIER must provide proof of **\$2,000,000 (two million)** General Commercial General Liability Insurance including coverage for public liability, property damage, all his trucks, vehicles and machines; also, any vehicles or equipment hired by him, and used in connection with this work. The Corporation of the 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 Three Million Dollars (**\$2,000,000.00**) in respect of each claim or occurrence. The insurance policy as required herein shall be in force during the terms of the contract.

Workplace Safety & Insurance Board

- a) The successful Proponent shall furnish a WSIB Clearance Certificate indicating their WSIB firm number, account number and that their account is in good standing. This form must be furnished prior to commencement of work. The successful Proponent further agrees to maintain their WSIB account in good standing throughout the contract period.
- b) Clearance certificates should be renewed every ninety (90) days during the term of the Contract.
- c) If the successful Proponent is a self-employed individual, partner or executive officer who does not pay WSIB premium and is recognized by WSIB as an “independent operator” a letter from WSIB acknowledging independent contractor status, identification number and confirming that WSIB coverage is not required must be provided to the County prior to commencement of work.

Health and Safety

The Contractor shall perform all work in compliance with the Occupational Health and Safety Act of Ontario.

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>

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 failure to exercise reasonable care, skill or diligence in their performance or rendering of any EQUIPMENT, MATERIALS AND SUPPLIES AND/OR SERVICES to be performed or rendered by the SUPPLIER/CONTRACTOR, 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, MATERIALS AND SUPPLIES (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) PROJECT SITE WORKING CONDITIONS

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

8) 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, MATERIALS AND SUPPLIES (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, MATERIALS AND SUPPLIES.
- c) If the EQUIPMENT, MATERIALS AND SUPPLIES (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, MATERIALS AND SUPPLIES or shall, at the SUPPLIER sole expense, replace the infringing EQUIPMENT, MATERIALS AND SUPPLIES with non-infringing EQUIPMENT, MATERIALS AND SUPPLIES or modify it so that the EQUIPMENT, MATERIALS AND SUPPLIES no longer infringes.

9) 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.

10) 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.

11) TERMS OF PAYMENT

- a) All approved Invoices will be payable by the MUNICIPALITY within 30 days after they are received.
- b) Payments made by the MUNICIPALITY, including final payment, shall not relieve the SUPPLIER from its obligations or liabilities under the CONTRACT.
- c) Bidders must note that regardless of frequency of delivery, packing slips, or quantity of facilities serviced under the Contract, etc, the Municipality requires the submission of, and will only pay, by monthly statement per department based on weekly invoices per department. Each invoice will provide details of: location serviced, quantity, description and part number of goods supplied, unit and extended costs and delivery dates(s).
- d) 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.
- e) 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 MATERIALS/SUPPLIES OR APPLICATION OF MATERIALS/SUPPLIES, 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.

12) 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 AND SUPPLIES 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.

13) CHANGES IN THE EQUIPMENT, MATERIALS AND SUPPLIES AND/OR SERVICES

The MUNICIPALITY may, without invalidating the CONTRACT, direct the SUPPLIER to make changes to the EQUIPMENT, MATERIALS, and SUPPLIES AND/OR SERVICES. When a change causes an increase or decrease in the EQUIPMENT, MATERIALS AND SUPPLIES 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.

14) 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 TENDERS, TENDERS or requests for TENDER or as a sub-trade to a Bidder or BIDDER on future competitions (TENDERS, PROPOSALS, or TENDERS) issued by the MUNICIPALITY. The MUNICIPALITY also reserves the right to publish the names of all disqualified SUPPLIER in any future TENDER, TENDER or requests for PROPOSAL.

15) PRICING (TERM OF AGREEMENT)

The Contract and the pricing shall be in effect from May 2018 to March 31, 2020, with the option to renew for two (2) additional one (1) year periods to 2022.

- a) Bidders must state a maximum percentage increase for year two of this Contract on the Schedule of Prices attached to this RFT. Ninety (90) days prior to the anniversary date of the Contract, the Contractor(s) must provide a written submission of any proposed price increases for the following year of the RFT (not to exceed the maximum percentage increase bid on the RFT submission). A basis for the proposed price increase must be provided. The Municipality will assume that all prices or annual renewal periods will remain unchanged if not advised by the Contractor within the frame indicated above. Renewal will be subject to Contractor(s) providing revised Certificates of Insurance and WSIB Certificates of Clearance.
- b) It will be the responsibility of the Contractor to maintain a suitable stock of materials for prompt delivery when required and to satisfy themselves that individuals releasing and /or picking up material are in fact Municipal employees.
- c) Prices proposed must include all incidental costs and the BIDDER must be satisfied as to the full requirements of the RFT. No claims for EXTRA WORK, EXTRA SUPPLIES, EXTRA EQUIPMENT, EXTRA MATERIALS or EXTRA SERVICES will be entertained and any additional EQUIPMENT, MATERIALS AND 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.
- d) 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, MATERIALS AND SUPPLIES AND/OR SERVICES, prior to delivery or completion of the EQUIPMENT, MATERIALS AND SUPPLIES AND/OR SERVICES, the appropriate increase or decrease in the price of the EQUIPMENT, MATERIALS AND SUPPLIES AND/OR SERVICES, shall be made to compensate

for the change as of the effective date.

- e) The SUPPLIER/CONTRACTOR shall be responsible for the collection and remittance of all applicable taxes, and agrees to hold the MUNICIPALITY harmless in this regard.
- f) 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, MATERIALS or SERVICES save and except the Harmonized Sales Tax. All HST tax is to be included in the total price and detailed where requested.
- g) 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.

16) UNIT PRICES

Bid prices shall be F.O.B. PICTON delivered, SUPPLIED AND INSTALLED. Unit prices shall be firm and shall include all Harmonized Sales Tax, federal excise tax, duty, service charges and freight shall be subject to Harmonized Sales Tax. Applicable taxes shall be shown separately in the spaces provided on the TENDER form.

- a) 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.
- b) 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.

17) 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 Purchasing 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 Purchasing Department in person. Telephone requests will not be considered. Withdrawals will be handled in accordance with the MUNICIPALITY'S Purchasing By-law.

18) 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/CONTRACTOR 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/CONTRACTOR fails or neglects to comply with any condition outlined in the CONTRACT, the CONTRACT may be unconditionally cancelled by the MUNICIPALITY without notice.

19) 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 shall be responsible for ensuring similar compliance by its SUPPLIER and SUB-SUPPLIERS. The CONTRACT shall be governed and interpreted in accordance with the laws of the Province of Ontario.

20) DEFAULT BY SUPPLIER

- a) If the SUPPLIER: 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 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: 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, MATERIALS 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 until the completion of the MATERIAL or SERVICES and the expiry of all obligations under the CONTRACT; and
 - ii) recover from the SUPPLIER any loss, damage and expense incurred by the MUNICIPALITY by reason of the SUPPLIER default (which may be deducted from any monies due or becoming due to the SUPPLIER).

21) 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 from its obligations under the CONTRACT.

22) DECLARATIONS

- a) I/We declare that no person, firm or corporation other than the one who's 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.
- f) 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.
- g) 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 60 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.

23) 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.

24) 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.



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: _____

This Form is to be submitted with tender

PART C, TERMS OF REFERENCE, SPECIFICATIONS, DELIVERABLES

QUALITY

The quality of the Goods manufactured and supplied during the term of this Contract shall conform in all respects, at least equal to the specifications outlined herein. The MUNICIPALITY reserves the right to inspect the Goods to determine quality. The opinion of the MUNICIPALITY in this regard shall be final.

Uniforms need to be of good quality at all times. Uniforms that have become faded from washing or have stains will be replaced at no cost to the County of Prince Edward.

COLOUR

Colours have been specified as navy pants and shirts, coveralls navy and also fluorescent orange with 2" silver reflective stripes that meets CSA standard Z96-09 Class 3 Level 2 requirements. The mats should be grey, blue or black.

MEASURING

Suitable arrangements are to be made by the Contractor for measuring the Employees for their coveralls during working hours, 7:30 a.m. to 3:30 p.m. Monday to Friday for the Public Works Department.

Measurements shall be scheduled on days appropriate to the twenty-four hour shift schedule. Actual dates to be convenient to the Vendor and the County Fire Department.

At the time of measuring for pants and shirts, the successful Contractor will supply neck and sleeve measurements for shirt sizing at no additional cost.

SIZES

Unit prices submitted in the Bid for this TENDER are to reflect the Bidder's standard sizes. Bidders are asked to submit an up-charge applicable for oversized garments related to the items in this tender.

Bidders must enter on the price schedule the standard sizes that are covered by the unit prices submitted and indicate the sizes where oversize charges would apply for each item required in this TENDER.

A full range of sizes, including oversize must be available within 10 days of contract be awarded. Hems and cuffs to be finished to suit each employee.

CLOTH

Men's Cargo Pants are to be manufactured 65% polyester and 35% cotton navy in colour, perma press, soil release, washable industrial laundry finish with metal zipper, 2 hip pockets, 2 front top pockets and a watch pocket.

Men's long sleeve and short sleeve shirts are to be manufactured 65% polyester and 35% cotton navy in colour with soil release, washable industrial laundry finish with 2 breast pockets with flaps to button with 7 button front plus a spare button.

Men's coveralls, poly/cotton perma press, soil release, washable industrial laundry finish, 2 hip pockets, 2 breast pockets and 2 back pockets. Colour to be navy. Shop coats to poly/cotton, soil release, washable industrial laundry finish, colour to be navy with two front pockets.

ALTERATIONS

The successful bidder must be available to make the necessary alterations to the uniforms. Such alterations shall be completed within ten working days from the re-measuring. The prices submitted shall include the cost of such re-measuring, alterations shipping, packaging etc.

If a garment is found to be of incorrect fit and cannot be altered satisfactorily to the wearer, it shall be replaced with a new garment at no additional cost the County of Prince Edward.

FLASH/CRESTS AND SERVICE BARS

The County of Prince Edward Fire Department will supply flashes/crests to be sewn onto the garments by the successful bidder. The cost to sew flashes/crests onto the garment shall be included in the unit prices submitted.

Service Bars to be supplied by the County Fire Department and sewn onto the garments, by the successful bidder. The cost to sew services bars onto the garment shall be included in the unit prices submitted.

STOCK MAINTENANCE

It shall be the responsibility of the Contractor to maintain a suitable stock of materials for prompt delivery, when requested at no charge to the County of Prince Edward. Further, the Contractor must satisfy themselves that the individuals releasing materials are in fact duly authorized employees of the MUNICIPALITY, and to obtain the ordering staff member's name and department for each order, which must appear on all invoices forwarded to the MUNICIPALITY. The Contractor must further ensure that the Purchase Order number issued, appears on all invoices along with the unit cost and quantity of each item ordered.

The County may purchase additional replacement items or complete uniforms for new staff, throughout the contract term. The unit prices submitted in the TENDER Form shall be firm for all purchases throughout the contract term regardless of the number of items ordered.

DELIVERY

The lead time for the delivery of those items listed on the pricing schedule to any Municipal location shall not exceed twenty-four (24) hours, from the time and date of the order.

Unless otherwise indicated in the Frequency column, all Coveralls and Uniforms required as part of this Contract shall be provided on a weekly basis throughout the year.

For the purposes of the RFT, "Winter" shall be understood to run from October 1 to April 30 of each year. "Summer" shall be understood to run from May 1 to September 30 of each year. The Picton and Wellington Arena start dates would be from September 30th until March 30th, winter season only.

The Public Works Department hours are from 7:00 a.m. to 3:30 p.m. Monday to Friday.

During summer months items for the Ameliasburgh Garage are to be delivered to those areas. During the winter months Ameliasburgh items will be delivered to Lake Street.

QUANTITIES

The estimated annual quantities given in this RFT are approximate only and are to be used as a basis for estimating prices only. The Municipality reserves the right to add or delete requirements without affecting pricing.

CORRECTION OF DEFECTS

If at any time during the Contract period, the Goods received by the Municipality are found to be defective or deficient or are determined to be a Health & Safety hazard (due to buckling of mats, and the like) the Goods will be determined to consequently fail to meet the requirements of the Contract, then the Contractor, upon request, shall make good and replace the Goods with a product which functionally conform to the Municipalities needs. Failure to correct the identified defect will result in termination of the Contract.

SAMPLES

Samples will be requested and provided, at no charge to the Municipality, prior to award of the Contract. If items are not available, Bidders shall indicate by N/A on the pricing schedule. However, Bidders shall note that the intent is to award a Contract in whole.

INVOICING

It shall be a requirement of this Contract that the Contractor provide a summary invoice on a monthly basis to each department listed, in accordance with Part B, item 12 (c).

SERVICE REQUIREMENTS

It shall be understood that the rental prices submitted, shall include all costs associated with delivery, setting in place, pickup and cleaning of uniforms, coveralls, fender covers, shop coats, and towels. The Municipality shall not accept invoices, which include any additional costs not otherwise allowed and listed.

PRICING

The County of Prince Edward is seeking firm pricing for the contract period. If you are unable to bid on this basis, state in full you're pricing terms on the Form of TENDER.

Thirty days written notice and a manufacturer's statement detailing pricing increases are required on all authorized price increases.

PART C, TERMS OF REFERENCE, SPECIFICATIONS, DELIVERABLES CON'T

Location	Address	Qty	Size	Description	Frequency
Edward Building	280 Main St, 2 nd Floor Edward Building	1	3x5	Black	Weekly
		2	3x5	Black	Weekly/ Winter Only
Picton Arena	375 Main St, Picton	8	4x6	Blue Mat	Winter only Bi-Weekly
Wellington Arena	111 Belleville Road, Wellington	2	4x6	Blue Mat	Winter only Bi-Weekly
		2	3x10	BlueMat	Winter only Bi-Week
Roads Garage Lake Street	115 County Road 10	4	3x10	Gray Mat	Weekly

		2	3x5	Gray Mat	Weekly
		2	4x6	Gray Mat	Weekly
		2	3x5	Brush Mat	Winter only
Water/Wastewater Department	37 Church Street	1	3x5	Grey Mat	Weekly Winter/Bi-Weekly Summer
		4	4x6	Grey Mat	Weekly Winter/Bi-Weekly Summer
IT Depart	Building Beside Shire Hall	1	3x10	Black Mat	Weekly
Shire Hall	332 Main St, Picton	2	3x5	Gray Mat	Weekly
		2	4x6	Gray Mat	Weekly
		1	3x10	Gray Mat	Weekly
		2	4X6	Brush Mat	Weekly/Winter Only
		1	3x5	Scraper Mat	Weekly

The Picton and Wellington Arena would be winter mat rental only every 2 weeks. The start dates would be from September 30th to March 30th.

Winter months are from October 1 to April 30th and the summer months are from May 1 to September 30th.

The 4x6 mats for the two arenas must be for wheel chair, and walkers, need to have a thicker backing so they will not curl or roll up.

PART C, TERMS OF REFERENCE, SPECIFICATIONS, DELIVERABLES CON'T

Coveralls, Uniforms, Miscellaneous						
Location	Qty	Description	Pick-up	Colour	No. of Employees	Cleaning Frequency
County Fire Dept.	25	Men's Cargo Pants, Poly/Cotton, Perma press, soil release, washable industrial laundry finish, 2 hip pockets, watch pocket	Weekly	Navy	5 staff -5 each	2 being cleaned, 2 hanging and one wearing

County Fire Dept.	50	Men's Shirts, Button Front, Long Sleeve and Short Sleeve, soil release, washable industrial laundry finish, 2 breast pockets with flaps 7 buttons, plus a spare button	Weekly	Navy	5 staff – 10 each, 5 short sleeves, 5 long sleeves. Flashing to be sewn on sleeves, provided by Fire Dept.	2 being cleaned, 2 hanging and one wearing
Roads Ameliasburgh Garage	33	Men's Coveralls, Poly/Cotton, Sizes Vary, 2 Breast Pockets, 2 Back Pockets and 2 Hip Pockets	Weekly	Navy & Fluorescent Orange	11 Staff – 3 each	1 clean, 1 getting cleaned and one they wear
Lake Street Garage Mechanics	33	Men's Coveralls, Poly/Cotton, Perma press, soil release, washable industrial laundry finish, 2 hip pockets, 2 Breast Pockets and 2 Back Pockets	Weekly	Navy	3 Mechanics – 11 each	5 clean, 5 out getting cleaned 1 they are wearing
Lake Street Garage	60	Men's coveralls, Poly/Cotton, Perma press, soil release, washable industrial laundry finish, 2 hip pockets, 2 breast pockets and 2 back pockets	Weekly	Navy & Fluorescent Orange	20 Staff – 3 each	1 clean, one getting cleaned and one they wear
Shop Towels	300	18"x18" Red	Weekly	Red		
Fender Covers	5		Weekly			

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

Schedule “A” of Prices – TENDER 2018-JT-18

QUANTITIES ARE APPROXIMATE SUBJECT TO CHANGE

Indicate the unit price per item in the space provided. Unit prices shall be inclusive of all costs to delivery, stock, environmental charges and supply as specified in this TENDER and in full conformity with the specifications and information to bidders attached hereto, all duty, exchange, freight, transportation or other charges fully paid for the prices show below.

Approx. Annual Qty	Description	Standard & Oversize Sizes	Unit Price	Total
25	Cargo Pants – Standard Sizes		\$	\$
	Cargo Pants – Oversize up-charge		\$	\$
25	Shirt – Long Sleeve		\$	\$
	Shirt – Long Sleeve Oversize up-charge		\$	\$
25	Shirt – Short Sleeve		\$	\$
	Shirt – Short Sleeve Oversize up-charge		\$	\$
33	Coveralls – Navy		\$	\$
	Coveralls Navy – Oversize up-charge		\$	\$
93	Coveralls – Fluorescent Orange		\$	\$
300	Shop Towels		\$	\$
5	Fender Covers		\$	\$
Sub-Total				\$
HST				\$
Year One Total Amount				\$
Maximum Percentage increase for Year Three				%
Maximum Percentage increase for Year Four if contract extended, over year three total				%

MATS

Item #	Estimated Qty/Pickup	Description	Season or Frequency	Unit Price	HST	Total
1	6	3x5 mat	Weekly			\$
2	4	3x5 mat	Winter Only			\$
3	1	3x5 Mats	Winter Weekly/Bi-Weekly Summer			\$
4	6	3x10 Mats	Weekly			
4	2	3x10 Mats	Winter only Bi-Weekly			\$
5	4	4x6 Mats	Weekly			\$
6	10	4x6 Mats	Winter Only Bi-Weekly			\$
7	4	4x6 Mats	Weekly Winter/Bi-Weekly Summer			\$
8	2	4x6 Mats	Weekly Winter			\$
Sub-Total						\$
HST						\$
Year one Total						\$
Maximum Percentage increase for Year Three						%
Maximum Percentage increase for Year Four if contract extended						%

AGREEMENT TO CONTRACT AND SCHEDULE OF PRICES

CONTRACT NUMBER: **RFT 2018-JT-18**

PROJECT TITLE: **Delivery and Rental of Mats, Coveralls, Uniforms**

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 Site, hereby offer and agree to enter into a Contract to supply the EQUIPMENT, MATERIALS AND SUPPLIES AND SERVICES required by this TENDER at the costs detailed in the Schedule of Prices above.

The undersigned offers to complete and supply EQUIPMENT, MATERIALS AND SUPPLIES AND SERVICES in accordance with the instructions to BIDDERS, terms, conditions, terms of reference, specifications, and appendices in the Request for TENDER **#2018-JT-18** for The Delivery and Rental of Mats, Uniforms and Coveralls 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 and apply to The Corporation of the County of Prince Edward, F.O.B. Picton, Ontario, the supply of all materials and application(s) of Floor Mats, Uniforms and Coverall for the Corporation of the County of Prince Edward, Picton, ON as detailed herein, using appropriate application methods as specified in this TENDER.

The SUPPLIER is responsible for visiting the sites and viewing the proposed work in the establishment of unit prices.

The SUPPLIER hereby offers to complete the work specified in the TENDER at the following prices, with Harmonized Sales Tax shown separately.

This TENDER is irrevocable and is to continue open to acceptance by the MUNICIPALITY for a period of ninety (120) calendar days after the date and time set for submission of the TENDER.

AGREEMENT TO CONTRACT AND SCHEDULE OF PRICES

This TENDER is irrevocable and is to continue open to acceptance by the MUNICIPALITY for a period of one hundred and twenty (120) calendar days after the date and time set for submission of the TENDER.

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.

The Corporation of the County of Prince Edward
332 Main Street, Prince Edward County,
Picton, ON K0K 2T0
(MUNICIPALITY, Province, and Postal Code)

Signature: _____
(I have the authority to bind the corporation)
Robert L. Quaiff, Mayor:

Dated at _____ this _____ day of _____ 2018

Signature: _____
(I have the authority to bind the corporation)
Kim White, Clerk:

Dated at _____ this _____ day of _____ 2018

**THIS DOCUMENT MUST BE SIGNED BY PROPONENT 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

PART D - EQUIPMENT, MATERIAL AND SUB-SUPPLIER/CONTRACTORS FORM

EQUIPMENT, MATERIALS AND SUPPLIES: Please list below the EQUIPMENT you will be using if awarded the contract:

EQUIPMENT, MATERIALS AND SUPPLIES: Please list below the EQUIPMENT you will be using if awarded the contract:

EQUIPMENT, MATERIALS AND SUPPLIES: Please list below the EQUIPMENT you will be using if awarded the contract:

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

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

QUESTIONS FOR CLARIFICATION

To THE CORPORATION OF THE COUNTY OF PRINCE EDWARD Patti White Purchasing Clerk 280 Picton Main Street Picton, Ontario K0K 2T0	Fax # 613-476-7622
--	--------------------

	Date # of pages (including this page)
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From _____ _____	Telephone # _____ Fax # _____ Email _____
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Subject	Contract No. TENDER # 2018-JT-18 Rental of Mats, Coveralls , Uniforms Reference to Section _____ on page number _____ of this TENDER.
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Question _____

NOTICE OF "NO BID"

Purchasing Department, 280 Picton Main Street Picton, ON K0K 2T0	Tel: (613) 476-2148 Fax: (613)476-7622
REFERENCE NO. # RFT-2018-JT-18	CLOSING DATE :April 25, 2018
DESCRIPTION: Mat, Coveralls, Uniform	

It is important to the MUNICIPALITY to receive a reply from all invited BIDDERS. There is no obligation to submit a RFT; however should you choose not to submit a Quote, 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 RFT Form or Notice of No Quote 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 RFT, 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 RFT 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: _____	

SERVICE ADDRESSES

**County Fire Department, 2 Ross Street, Picton Ontario
Attention: Scott Manlow**

**Roads Lake Street Garage, 115 Lake Street, Picton Ontario
Attention: Preston Parkinson**

**Roads – Ameliasburgh Garage, 15 Coleman Street, Ameliasburgh
Attention: Craig Closson (summer months delivery to 115 Lake St. for winter months)**

**Edward Building 280 Picton Main Street, 2nd Floor, Picton Ontario
Attention: Susan Vickers Accounts Payable Clerk**

**Picton Arena, 375D Main Street, Picton Ontario
Attention: Lisa Lindsay**

**Wellington Arena, 111 Belleville Road, Wellington Ontario
Attention: Lisa Lindsay**

**Shire Hall, 332 Picton Main Street, Picton Ontario
Attention: Accounts Payable**

**Water/Wastewater Department, 37 Church Street, Picton, Ontario
Attention: Don Caza**

BILL TO ADDRESS

All invoices should have Department Name as above but the billing address is 332 Picton Main Street, Picton Ontario, K0K 2T0

(Glue or Tape to outside of Submission Envelope)

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

<u>Submitted By</u> <u>(Insert company Name)</u>	<u>RFT 2018-JT-18</u> <u>Delivery & Rental of Mats, Coveralls, Uniforms</u>	
<u>OFFICE USE ONLY</u>		
Received By: (Name of Staff) <u>Date & Time 2nd floor</u> <u>Clerk's Office</u>		
<u>IF LATE – NAME AND SIGNATURE OF PERSON DELIVERING</u>	(Print Name)	(Signature)