



**TheCounty**  
PRINCE EDWARD COUNTY + ONTARIO

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

**2019-EDW-51**

**WINTER MAINTENANCE TO PLOW AND SAND SIDEWALKS**

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Name of Firm

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Address

Postal Code

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Telephone Number

Fax Number

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Name of Person Signing for Firm

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Name of Contact Person

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Email Address for Contact Person

Company Web site

**Closing Date September 17, 2019 at 2:00:00 p.m.**

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### **Bidders: Mandatory Requirements:**

Bidders who have downloaded this document are required to register with The Corporation of the County of Prince Edward, Purchasing Clerk prior to tender submission, failure to register with the County will result in your tender being rejected – no exceptions.

**In order to register, please send your contact information to the following:**

**Patti White, Purchasing Clerk  
The Corporation of the County of Prince Edward  
by email: [pwhite@pecounty.on.ca](mailto:pwhite@pecounty.on.ca) or  
by fax: 613-476-7622**

## DEFINITIONS AND INTERPRETATIONS

### 1. Purchasing By-Law / Definitions

TENDERS will be called, received, evaluated, accepted, and processed in accordance with the MUNICIPALITIES Purchasing By-law, including definitions 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. Copies are available by visiting the County's web-site:

[www.thecounty.ca](http://www.thecounty.ca)

### 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 a qualified Contractor to supply all labour and equipment to plow and/or sand sidewalks as specified for the County of Prince Edward in Consecon, Wellington, Bloomfield, Cherry Valley and Milford from November 10, 2019 up to and inclusive of April 18, 2020 with the option of two one year contract extensions.

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 **2019-EDW- 51 WINTER MAINTENANCE TO PLOW & SAND SIDEWALKS** and must be submitted to the following address to the attention of the following individual **prior to 2:00:00 p.m., Local Time, September 17, 2019** (the “deadline for submission”). Late submissions will not be accepted and will be returned unopened without exception.

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

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

- b) The use of the mail or courier services for delivery of a TENDER will be at the risk of the BIDDER.
- 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.
- c) **Note: Since TENDERS must be submitted in a sealed envelope, submissions by facsimile or electronic delivery secure site or otherwise, are not acceptable.**
- 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.
- e) There will be no payment to BIDDERS for work related to and materials supplied in the preparation, presentation and evaluation of any TENDER, nor for the CONTRACT negotiations whether they are successful or unsuccessful.
- f) 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.
- i) TENDERS will be opened at a public TENDER opening meeting 15 minutes following the deadline for submission at the office of the Clerk's Department, The Corporation of the County of Prince Edward, 332

Main Street, Picton, ON and BIDDERS are invited to attend. Only the names of the BIDDERS and their compliance status will be read out at the opening. No additional information will be disclosed at that time.

### 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 may result in the incomplete TENDER being rejected.
- c) If a TENDER does not conform in every detail with the Terms of Reference 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 BID PRICE FORM 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.

### 4) INQUIRY

- a) All inquiries regarding this TENDER shall be directed, in writing, to the attention of Patti White, Purchasing Clerk via fax at: (613) 476-7622, 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 September 10, 2019, to enable the County to prepare an addendum (if any). Questions received after 4:00 p.m. on September 10, 2019 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 TENDER shall

identify the addenda and indicate how they respond to them. 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.

- 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) 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.
- f) All references to BIDDERS 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 SERVICES.
- g) A SUPPLIER/CONTRACTOR may submit a question by fax, and request that the question and answer not be circulated to other SUPPLIER/CONTRACTORS. The Corporation of the County of Prince Edward will determine if the question points to an error or shortcoming in the TENDER. If that is the case, The Corporation of the County of Prince Edward reserves the right to ignore the SUPPLIER/CONTRACTOR'S request, and will notify all interested SUPPLIER/CONTRACTORS of the error and what corrective action to take. If the information is not critical, but The Corporation of the County of Prince Edward judges it fair to circulate the answer to all SUPPLIER/CONTRACTORS, the enquiring SUPPLIER/CONTRACTOR will be given the opportunity to withdraw the question. If none of the above conditions exists, and the question reveals a SUPPLIER/CONTRACTOR'S unique TENDER strategy, The Corporation of the County of Prince Edward will honour the SUPPLIER/CONTRACTOR'S request and respond only to the enquiring SUPPLIER/CONTRACTOR.

## **5) TENDER CONTENT**

TENDERS will be deemed complete if they include:

- a) A completed title page including the legal name and address of the head office of the BIDDER. A blank title page is provided as part of this TENDER.
- b) A completed and executed BID PRICE FORM - attached to this TENDER as Part D.
- c) Reference list, attached to this TENDER as Part D. BIDDERS must provide three appropriate references, listing completed projects of a similar size and nature, including contact names and telephone numbers.

If any of the above information (items (a) through (c) inclusively) 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 and presentation;
- b) BIDDER experience in similar or related projects;
- c) The cost effectiveness of each TENDER will be based upon the information supplied in Part C of the TENDER.

## **PART B – STANDARD TERMS AND CONDITIONS**

### **1) ACCEPTANCE**

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/CONTRACTOR to execute the CONTRACT.

The CONTRACT shall consist of and have priority in the following order:

- The TENDER;
- And the SUPPLIER/CONTRACTOR'S TENDER

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 MUNICIPALITIES Contract for Services and a term in the chosen TENDER, the term in the Contract for Services prevail to the extent of the discrepancy.

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 TENDER. 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, Part B, Part C and Part D of this TENDER.

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 MUNICIPALITIES 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.

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.

Upon acceptance of a TENDER, (or any part of it), by the MUNICIPALITY, the successful BIDDER shall, if requested by the MUNICIPALITY to do so, execute and enter into an additional formal contract that is satisfactory to the MUNICIPALITY, to properly secure the CONTRACT resulting from the acceptance of a TENDER (or any part of it) and to embody indemnity and related provisions that in the opinion of the MUNICIPALITY are required to protect the MUNICIPALITY. If at any time the MUNICIPALITY, in its sole and unfettered discretion, decides that satisfactory terms and conditions cannot be realized with a successful BIDDER, the MUNICIPALITY reserves the right to enter into negotiations and finalize a CONTRACT with an alternative BIDDER or revise and reissue this TENDER or cancel this TENDER. If the MUNICIPALITY exercises such right, the successful BIDDER has no legal claim or recourse against the MUNICIPALITY, its elected officials, employees and agents for any expenses, costs, loss or damages incurred or suffered.



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.

## **2) BIDDER ELIGIBILITY**

- a) BIDDERS must meet the MUNICIPALITIES 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 insurance and up-to-date clearance issued by the 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.

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.

## **3) ASSIGNMENT**

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

## **4) INDEMNIFICATION**

- a) The SUPPLIER/CONTRACTOR 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/CONTRACTOR 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/CONTRACTOR'S failure to exercise reasonable care, skill or diligence in their performance or rendering of any SERVICES or SERVICES to be performed or rendered by the SUPPLIER/CONTRACTOR, pursuant to the CONTRACT.
- b) The SUPPLIER/CONTRACTOR 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 SERVICES (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.

**5) CHARACTER OF WORKERS**

- a) The reference to "workers" refers to workers of the SUPPLIER/CONTRACTOR and its sub-SUPPLIER/CONTRACTORS (if any), and includes Corporate Officers.
- b) The SUPPLIER/CONTRACTOR agrees to employ only orderly, competent, and skilful workers. Whenever the MUNICIPALITY informs the SUPPLIER/CONTRACTOR in writing that any worker is, in its sole and unfettered opinion, incompetent, unfaithful or disorderly, the SUPPLIER/CONTRACTOR 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.

**6) PROJECT SITE WORKING CONDITIONS**

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

**7) PATENTS AND COPYRIGHTS**

- a) The SUPPLIER/CONTRACTOR shall, at its sole expense, defend all claims, actions or proceedings against the MUNICIPALITY based on any allegations that the SERVICES (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/CONTRACTOR shall pay all royalties and patent license fees required for the SERVICES.
- 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/CONTRACTOR shall either secure for the MUNICIPALITY the right to continue using the EQUIPMENT, MATERIALS AND SUPPLIES or shall, at the SUPPLIER/CONTRACTOR'S 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.

**8) ERRORS AND OMISSIONS OF THE SUPPLIER/CONTRACTOR**

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

**9) QUANTITIES**

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.

**10) TERMS OF PAYMENT**

- a) All Invoices must be accompanied by an up-to-date certificate of clearance issued by the Workers Safety Insurance Board (WSIB) and 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/CONTRACTOR from its obligations or liabilities under the CONTRACT.
- c) Acceptance by the SUPPLIER/CONTRACTOR of the final payment shall constitute a waiver of claims by the SUPPLIER/CONTRACTOR 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/CONTRACTOR any amount sufficient to remedy any defect or deficiency in the MATERIALS/SUPPLIES/EQUIPMENT OR APPLICATION OF MATERIALS/SUPPLIES/EQUIPMENT, pending correction of the deficiencies or any amount sufficient to satisfy any claim the MUNICIPALITY has against the SUPPLIER/CONTRACTOR resulting from a previous CONTRACT, a legal proceeding or unpaid accounts, including property or business taxes.

**11) UNPAID ACCOUNTS**

The SUPPLIER/CONTRACTOR 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.

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

The MUNICIPALITY may, without invalidating the CONTRACT, direct the SUPPLIER/ CONTRACTOR to make changes to the EQUIPMENT, MATERIALS, 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/CONTRACTOR. All changes must be in writing.

**13) NON-PERFORMANCE**

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/CONTRACTOR fails to correct deficiencies upon thirty (30) days written notice. The MUNICIPALITIES evaluation and determination in this regard shall be final and not reviewable by any court or tribunal.

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

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/CONTRACTOR as the Bidder or BIDDER on future tenders, TENDERS or requests for TENDERS 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 SUPPLIER/CONTRACTORS in any future quotations, TENDER or requests for PROPOSAL.

#### **14) 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 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.
- 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, 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.
- c) 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.
- d) All bid prices must be in Canadian funds. Bid prices will show all applicable taxes and detailed where requested.

#### **15) DISCLOSURE**

- a) Total bid prices will only be made available if provided to THE MUNICIPALITIES Council in a public report.
- b) Submissions of TENDERS as a result of this TENDER are in accordance with the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)*.
- c) 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.
- d) All requests for information must be made in writing and submitted to the MUNICIPALITY'S Clerk.
- e) 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.

#### **16) 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. 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.

- b) 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.
- c) 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.
- d) 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 MUNICIPALITIES CLERK'S DEPARTMENT by letter, fax, email or in person. Telephone requests will not be considered. Withdrawals will be handled in accordance with the MUNICIPALITIES Purchasing By-law.

#### **17) CONTRACT CANCELLATION**

- a) The MUNICIPALITY shall have the right to cancel any uncompleted or unperformed portion of the 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.

#### **18) LAWS AND REGULATIONS**

The SUPPLIER/CONTRACTOR 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.

#### **19) DEFAULT BY SUPPLIER/CONTRACTOR**

- 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 SERVICES; or fails to prosecute the SERVICES with skill and diligence; or purports to assign or sublet the CONTRACT or a portion of it without the MUNICIPALITIES written consent; or refuses to correct defective 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 SERVICES 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'S default (which may be deducted from any monies due or becoming due to the SUPPLIER/CONTRACTOR).

## **20) 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/CONTRACTOR, 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 and site(s) of the proposed SERVICES, as well as all the terms of reference 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.

## **21) 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.

## **22) REQUIREMENTS AT TIME OF CONTRACT EXECUTION**

For each Winter Maintenance season, prior to commencement of work the SUPPLIER/CONTRACTOR must provide proof of the following mandatory requirements:

### **Workplace Safety & Insurance Board**

Before the execution of the Contract, and before receiving payments, the BIDDER shall submit a declaration stating that the SUPPLIER/CONTRACTOR 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/CONTRACTOR must provide: proof of a WSIB Clearance Certificate (any default in coverage will automatically terminate the working relationship between the SUPPLIER/CONTRACTOR 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.

### **General Liability 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, insurance coverage naming **The Corporation of the County of Prince Edward as "Additional 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 Two Million Dollars (\$2,000,000.00) in respect of each claim or occurrence.

### **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, with replacement cost, 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 Two Million Dollars (\$2,000,000.00) in respect of each claim or occurrence.

### **C.V.O.R. #'s/Driver Abstracts**

Upon request by The Corporation of the County of Prince Edward, C.V.O.R. #'s and Driver Abstracts must be submitted.

### **Contractor Performance Appraisal**

At the end of every season, as specified by the dates Part C Section 1.1.1, a Contractor Performance Appraisal will be completed by the Department on the contractor/supplier awarded the Winter Maintenance Contract.

## PART C - SCOPE OF WORK

This tender is for WINTER MAINTENANCE TO PLOW & SAND SIDEWALKS for the Corporation of the County of Prince Edward (herein referred to as the Municipality or the Owner). The work will be performed in strict accordance with the specifications and conditions of this contract.

Winter sidewalk maintenance is essential for providing safe and efficient access for pedestrians. It is imperative that all winter maintenance equipment is in sound mechanical condition and is operated in a safe, efficient manner in accordance with Ministry of Transportation Standards and direction provided by the Owner, as required in addition to the specifications of this Contract.

The scope of work involves the supply of the specified equipment with qualified operators to provide winter sidewalk maintenance operations, on a 24-hour seven days a week basis. Maintenance operations shall commence within one hour (defined response time) of the Municipality's designate notifying contractor(s) that work is to commence. Pricing will be quoted on a "per plow" basis, which shall include all plowing and/or sanding.

Snow removal services are required from November 10, 2019 to April 18, 2020 in the County of Prince Edward. There will be two optional one year extensions for the contract being 2020/2021 season and 2021/2022 season. The Municipality may award the Contract in parts, according to the locations listed in Schedule of Quantities, to different bidders if necessary. The successful bidder(s) shall be responsible for the full removal of snow from sidewalks which can be achieved by snow plowing, snow blowing or sweeping, as appropriate for conditions. In heavy snowfall events, snow blowing may be the only viable method.

The Contractor shall provide all labour, equipment, operators and supervision necessary to complete the work as described in this Contract and its reference materials.

### 1.1 General Responsibilities

- 1.1.1 The Contractor shall be available and prepared to carry out winter maintenance operations as outlined in this tender from the date specified in November at 12:01am to the date specified in April at 11:59pm, 24 hours a day, 7 days a week.
  - 1.1.1.1. 2019/2020 Season: November 10, 2019 to April 18, 2020
  - 1.1.1.2. 2020/2021 Season Extension: November 15, 2020 to April 17, 2021
  - 1.1.1.3. 2021/2022 Season Extension: November 14, 2021 to April 16, 2022
- 1.1.2 All icy and/or slippery sidewalks will be salted and/or sanded by the Contractor to promote safe walking conditions for pedestrians. **The percentage of sand/salt mixture will be determined by the Municipality for each winter event.**
- 1.1.3 It is critical that the Contractor be constantly aware of weather forecasts in order to be proactive and be prepared to respond to snow removal.
- 1.1.4 The Municipality's Operational Services Department shall notify the Contractor when winter maintenance for sidewalks is required in each urban/settlement area. The Contractor shall not provide services at their own discretion.
- 1.1.5 The Contractor shall provide a contact name and phone number that shall be utilized by the Municipality to notify the Contractor of when sidewalk winter maintenance services are required. The



Contractor shall commence required sidewalk winter maintenance operations within one (1) hour of notification to mobilize from the Municipality.

- 1.1.6 The Contractor shall, at their expense, tour the urban/settlement areas prior to the winter season and familiarize themselves with the locations of all obstructions that may impede or be a hazard to their operations.
- 1.1.7 The Contractor shall be responsible for any/all damage caused to private/public property while engaging in sidewalk winter maintenance operations. The Contractor must immediately notify the Municipality of any damages as a result of operations or the presence of any damages prior to the commencement of an operation.
- 1.1.8 Whether working on or accessing the public right-of-way, it is the Contractor's responsibility to comply with the Ontario Traffic Manual Book 7 (Temporary Conditions) and provide all necessary traffic control and protection for their employees during all operations. As such, the onus is on the Contractor to include all operating costs in the quoted prices of this contract submission.
- 1.1.9 Where the Contractor fails to perform work to the satisfaction of the Municipality's designate as a result of incorrect or inadequate operations, the Contractor shall be afforded the opportunity to rectify the deficiency at the Contractor's own expense upon notification by the Municipality. In the event the Contractor fails to comply in the time allotted by the Municipality, the Municipality shall have the right to call in any other available resources to rectify the deficiency. In such a case, the Contractor shall be liable for all costs incurred by the Municipality.
- 1.1.10 The Contractor is responsible for maintaining the equipment, attachments and required accessories for sidewalk winter maintenance operations in a safe, functional and efficient condition.
- 1.1.11 When conditions dictate the need for winter maintenance operations, the Contractor is responsible for organizing the necessary resources to achieve the level of service standard set out by the Province of Ontario (Minimum Maintenance Standards for Municipal Highways) and the Municipality's Policy.

## **1.2 Operators**

- 1.2.1 Operators shall possess all appropriate licenses, qualifications and training needed for the effective and safe operation of the equipment/vehicles. All operators shall be competent to operate the equipment.
- 1.2.2 Operators shall be fully knowledgeable of the Contractor's Health and Safety Policies, the Municipality's Health and Safety Policies and all pertinent Health and Safety Legislation including the Occupational Health and Safety Act.
- 1.2.3 Operators must wear all protective equipment, as directed by the Occupational Health and Safety Act and the Municipality's policies. Operators/Workers will not be permitted to work should they fail to comply.
- 1.2.4 Operators shall avoid confrontations with the public and inform their Supervisor of any difficult situations. Operators shall be alert, polite and courteous toward the public and Municipality's staff at all times.

- 1.2.5 Operators are not to provide special services to any resident or business, unless otherwise directed by the Municipality.
- 1.2.6 The Municipality may evaluate or require evidence of the knowledge and skills of individuals operating the Contractor's equipment at any time. Failure to pass any portion of the evaluation may result in rejection of the proposed operator. Failure to provide qualified operators may result in termination of this Contract. The Municipality, acting reasonably, shall have the right to refuse any individual who, in the sole opinion of the Municipality, is not qualified or performs unsatisfactory.
- 1.2.7 The Contractor's staff engaged in sidewalk winter maintenance activities are responsible to ensure that snow and ice control operations are performed to accomplish the prescribed levels of service as set out by the Province of Ontario O. Reg. 239/02 (Minimum Maintenance Standards for Municipal Highways) and this Contract.

### **1.3 Service Level**

- 1.3.1 During winter maintenance operations on sidewalks, the snow must be removed in accordance with the Province of Ontario's most recent amended version of the Minimum Maintenance Standards for Municipal Highways (O. Reg. 239/02) under the Municipal Act, 2001, S.O. 2001, c. 25.  
<https://www.ontario.ca/laws/regulation/020239>

### **1.4 Salt & Sand**

- 1.4.1 It is the Contractor's responsibility to pick-up sand-salt mixtures from the provided locations as required.
- 1.4.2 The Municipality has arranged to supply salt-sand mixtures for the successful Contractor's use from sources as follows:
  - o County Road 2 and County Road 19 Dome (Ameliasburgh)
  - o Sandy Hook Dome (75 County Road 1)

### **1.5 Documentation**

- 1.5.1 The Contractor is responsible to document, compile and submit the applicable records for each and every storm response, including the activities completed for such.
- 1.5.2 All documentation shall be delivered to 115 Lake Street, Picton (Operational Services Building) each Friday by 3:00 pm.
- 1.5.3 Submitted documentation shall be to the satisfaction of the Director of Operations or their designate.
- 1.5.4 Failure to submit proper and complete documentation will result in liquidated damages in the amount of \$500.00 per occurrence.

### **1.6 Liquidated Damages**

- 1.6.1 Failure to commence winter maintenance operations on the sidewalks within one (1) hour of notification shall result in liquidated damages in the amount \$250.00 per hour for every hour, or portion thereof, after the initial response time has lapsed.

- 1.6.2 Failure to submit proper and complete documentation weekly by Friday at 3:00pm shall result in liquidated damages in the amount \$500.00 per occurrence.
- 1.6.3 Failure to repair broken-down equipment immediately or provide replacement equipment on-site within a reasonable time period as determined by the Municipality, will result in liquidated damages in the amount \$250.00 per hour for every hour, or portion thereof.

**1.7 Payment**

- 1.7.1 The contractor shall submit a single, total hourly rate to cover all costs associated with the clearing, removal, haulage and unloading of stockpiled snow to the municipal disposal facility.
- 1.7.2 The hourly rate shall include all labour, operators, supervision, equipment and fuel required to complete the works in accordance with this tender document.
- 1.7.3 Hourly billing shall commence with the start of the first truck being loaded, and terminate when the last load has been deposited at the municipal disposal facility.
- 1.7.4 The Contractor shall be responsible for completing and maintaining accurate and legible log sheets to track hours worked. The log sheets shall be submitted to the Municipality’s designate no later than 48 hours following the completion of each individual snow removal operation.

**1.8 Contract Period**

- 1.8.1 The Contract will be in effect for a (seasonal) year period consisting of November 10, 2019 to April 18, 2020. Two optional one-year contract extensions may be awarded by the Municipality for the dates outline in Part C Section 1.1.1.

**1.9 Pre-Start Meeting**

- 1.9.1 The Contractor shall attend a pre-start meeting at the Operational Services Building (115 Lake Street, Picton) prior to the start-up date. The Municipality shall notify the Contractor of the time and date. The general discussion will review: contract documents; Prince Edward County’s operational protocol; verification of insurance requirements; health and safety review, requirements of the “Inspection”; plow routes; spreader routes; special treatment areas; staff requirements with a list to be provided; communication method and phone number; and billing information.

**1.10 Schedule of Quantities**

- 1.10.1 Bidders may provide submission prices on any or all of the locations listed below:

Urban/Settlement Area	Approximate Linear Metres	Locations/Other Information
Consecon	2,133	Squires St, Bay Ave, Mill St/CR29, Wellington Ave, Porter St
Wellington	9,300	Various Roads
Bloomfield	4,611	Wellington St, Main St, Corey St, Stanley St, Mill St
Cherry Valley	763	County Road 18, County Road 10

Milford	254	County Road 10
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**1.11 Insurance**

- 1.11.1 The successful Contractor(s) shall provide a “Certificate of Insurance” obtained from their insurance company showing the policy number(s), covering dates and limits of liability satisfactory to the Municipality.
- 1.11.2 If the said insurance is cancelled or changed during its term in such a manner as to affect this Certificate, written notice of such change or cancellation will be given by letter, mailed or supplied to the Corporation of the County of Prince Edward, Purchasing Clerk as soon as practicable.
- 1.11.3 The Contractor shall maintain insurance including such coverage as will protect them from claims under the Workmen’s Compensation Act. They shall also have coverage for public liability and property damage on all trucks, vehicles and machines; also any vehicles and/or equipment hired by the Contractor and used in connection with this Contract.
- 1.11.4 The successful Contractor **shall provide proof of insurance** (commercial general liability , automobile, public liability and property damage) that **shall include as an Additional Insured, the Corporation of the County of Prince Edward** in the amount of \$2,000,000.00 on the General Liability, as well as a **Certificate of Clearance for WSIB**, prior to commencement of work. WSIB Certificates of Clearance must be provided and forwarded to the Purchasing Clerk every ninety days (90) during the entire working term of this agreement.

**1.12 Occupational Health & Safety**

- 1.12.1 The Contractor and all staff must comply with Ontario’s Occupational Health and Safety Act (which are minimum requirements), and will be responsible for the compliance therewith while working for Prince Edward County, and shall take all reasonable precautions to ensure worker safety.
- 1.12.2 The Contractor shall supply and ensure that all staff use protective clothing and equipment as set out in the Occupational Health and Safety Act.
- 1.12.3 In compliance with the Occupational Health and Safety Act and W.H.M.I.S. Regulations, the Contractor is cautioned that the workplace may contain hazardous products. It shall be the responsibility of the Contractor to make itself aware of these products. These products are controlled under W.H.M.I.S. regulations.
- 1.12.4 The Contractor shall immediately notify Prince Edward County of all MOL orders or charges issued to the Contractor. In addition, copies of all MOL orders and charges shall be provided to Prince Edward County immediately.
- 1.12.5 The Contractor must complete the County of Prince Edward Contractors Health and Safety forms with the Department Head or designate before start of the contract.

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

CONTRACT NUMBER: **TENDER-2019-EDW-51**

**PROJECT TITLE: Winter Maintenance to Plow and Sand Sidewalks**

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 2019-EDW-51, for Winter Maintenance to Plow and Sand Sidewalks** 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 SUPPLIER/CONTRACTOR has carefully examined, understands and accepts the requirements of this TENDER, and has carefully examined the site and locations for the prices set forth herein, hereby offers to furnish all machinery, labour, tools, apparatus, and other means of construction and furnish all materials except as otherwise specified in the contract, and to complete the work in strict accordance with the TENDER requirements.

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

**PART D AGREEMENT TO CONTRACT AND SCHEDULE OF PRICES -cont.  
 BID PRICE FORM**

The SUPPLIER/CONTRACTOR hereby offers to complete the work specified in the TENDER for the price, which have been included in the tender document; with Harmonized Sales Tax shown separately.

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.

Indicate the unit price per item in the space provided. Unit prices shall be inclusive of all costs to complete all work 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.

**Pricing is to be a “per plow response” basis for each contract as specified Inclusive of sanding/salting costs when required.**

**Bidders are invited to bid on all or one or more locations, being parts of the Contract.**

**Schedule of Prices**

**2019/2020 SEASON**

<b>PART</b>	<b>LOCATION</b>	<b>Approx. Length of Sidewalks (m)</b>	<b>SUBTOTAL PRICE (per plow response)</b>	<b>HST</b>	<b>TOTAL PRICE (per plow response)</b>
1	Consecon	2,133			
2	Wellington	9,300			
3	Bloomfield	4,611			
4	Cherry Valley	763			
5	Milford	254			

**2020/2021 SEASON – 1<sup>st</sup> one year contract extension**

<b>PART</b>	<b>LOCATION</b>	<b>Approx. Length of Sidewalks (m)</b>	<b>SUBTOTAL PRICE (per plow response)</b>	<b>HST</b>	<b>TOTAL PRICE (per plow response)</b>
1	Consecon	2,133			
2	Wellington	9,300			
3	Bloomfield	4,611			
4	Cherry Valley	763			
5	Milford	254			

**2021/2022 SEASON – 2<sup>nd</sup> one year contract extension**

<b>PART</b>	<b>LOCATION</b>	<b>Approx. Length of Sidewalks (m)</b>	<b>SUBTOTAL PRICE (per plow response)</b>	<b>HST</b>	<b>TOTAL PRICE (per plow response)</b>
1	Consecon	2,133			
2	Wellington	9,300			
3	Bloomfield	4,611			
4	Cherry Valley	763			
5	Milford	254			

We confirm that the above stipulated sum is in Canadian Dollars and includes all applicable taxes, royalties, custom duties, overhead and profit, insurance premiums, permits, and all other charges at the date of this Bid, and is not subject to revisions due to changes in the cost of labour, material or other items. It is understood that work may be performed at times outside of business hours at no additional cost.

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

**SUB-CONTRACTS**

We list hereunder the names of the Sub-Contractors whose bids we have used in our Bid and with whom we intend to award Subcontracts, if awarded the contract. We acknowledge that no changes to the list will be made without the Owner's approval.

<b>TRADE</b>	<b>NAME</b>	<b>Price without HST</b>

1. **VALIDITY OF THE BID**  
 Our Bid will remain in good standing for a period of 120 days after the closing date of General Contract Bids.
  
2. **ACCEPTANCE OF THE BID**  
 We recognize the right of the Owner not to accept the lowest or any other bid received.
  
4. **ENCLOSURES**  
 We enclose herewith the following:
  - a. Sufficient Bid Deposit
  - b. Agreement to Contract and Schedule of Prices, Part D of this tender.



**PART D – FORM OF TENDER**  
**AGREEMENT TO CONTRACT AND SCHEUDLE 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 \_\_\_\_\_, 2019

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

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2019

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



**Contractor A.O.D.A. Compliance Sign-Off**

Contracted 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, Accessibility Standards for Customer Service, and Ontario Regulation 191/11, Integrated Accessibility Standards, with regards to training.

Training for the aforementioned regulations can be accessed online at the following website addresses:

Access Forward: Training for an Accessible Ontario  
<http://www.accessforward.ca>

The Ontario Human Rights Commission: The Ontario Human Rights Code and the Accessibility for Ontarians with Disabilities Act  
<http://www.ohrc.on.ca/en/learning/working-together-code-and-aoda>

Contracted services suppliers are to ensure that training records are maintained, including dates when training was provided, the number of personnel who received training and individual training records. The suppliers are to ensure this information is available to the County of Prince Edward at any time during the term of the contract, upon request.

I acknowledge the aforementioned accessibility regulations:

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

Authorized Official (print): \_\_\_\_\_

Authorized Official (signature): \_\_\_\_\_

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

**PART D - REFERENCE INFORMATION**

Bidders are required to provide three (3) references listing contracts similar to the project described in this TENDER and undertaken with the past three (3) years. The County of Prince Edward cannot be used as a reference.

- 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:

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

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

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

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

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

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**QUESTIONS FOR CLARIFICATION**

<b>To</b>	<b>Patti White</b>	<b>Fax #</b>	<b>(613) 476-7622</b>
	<b>Purchasing Clerk</b>	<b>Date</b>	
	<b>Email: pwhite@pecounty.on.ca</b>	<b># of pages</b>	
	<b>COUNTY OF PRINCE EDWARD</b>	<b>(including</b>	
	<b>280 Main Street</b>	<b>this page)</b>	
<b>From</b>	<b>Picton Ontario K0K 2T0</b>	<b>Telephone #</b>	
	_____	<b>Fax #</b>	_____
	_____	<b>Email</b>	_____

**Subject** **Contract No. 2019-EDW-50 Winter Maintenance to plow and Sand Sidewalks**

**Reference to Section \_\_\_\_\_ on page number \_\_\_\_\_ of this TENDER.**

Question \_\_\_\_\_

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(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**

<b><u>Submitted By</u></b> <b><u>(Insert company Name)</u></b>	<b><u>RFT 2019-EDW-50</u></b> <b><u>Plow and/or Sand Sidewalks</u></b>	
<b><i>OFFICE USE ONLY</i></b>		
<b><u>Date &amp; Time 2nd Floor Clerk's Office:</u></b>		
<b><u>IF LATE – NAME AND SIGNATURE OF PERSON DELIVERING</u></b>	(Print Name)	(Signature)