



The County
PRINCE EDWARD COUNTY + ONTARIO

REQUEST FOR TENDER

Sidewalk Plowing 2020 - 2023

RFT # 2020-EDW-71

Closing Date: September 16, 2020

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The Corporation of the County of Prince Edward

RFT # 2020-EDW-71 Sidewalk Plowing 2020-2023 Tender Pricing Form

I/We, hereby propose and agree to provide Sidewalk Plowing for Corporation of the County of Prince Edward in accordance with the requirements of the Corporation and our Company's Tender submitted herewith for the following Upset Price Limit.

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

Part A:

2020/2021 SEASON

PART	LOCATION	Approx. Length of Sidewalks (m)	SUBTOTAL PRICE (per plow response)	HST	TOTAL PRICE (per plow response)
1	Consecon	2,133			
2	Wellington	9,300			

2021/2022 SEASON EXTENSION

PART	LOCATION	Approx. Length of Sidewalks (m)	SUBTOTAL PRICE (per plow response)	HST	TOTAL PRICE (per plow response)
1	Consecon	2,133			
2	Wellington	9,300			

2022/2023 SEASON EXTENSION

PART	LOCATION	Approx. Length of Sidewalks (m)	SUBTOTAL PRICE (per plow response)	HST	TOTAL PRICE (per plow response)
1	Consecon	2,133			
2	Wellington	9,300			

Part B: (Provisional Work)

2020/2021 SEASON

PART	LOCATION	Approx. Length of Sidewalks (m)	SUBTOTAL PRICE (per plow response)	HST	TOTAL PRICE (per plow response)
1	Bloomfield	4,611			
2	Cherry Valley	763			

2021/2022 SEASON EXTENSION

PART	LOCATION	Approx. Length of Sidewalks (m)	SUBTOTAL PRICE (per plow response)	HST	TOTAL PRICE (per plow response)
1	Bloomfield	4,611			
2	Cherry Valley	763			

2022/2023 SEASON EXTENSION

PART	LOCATION	Approx. Length of Sidewalks (m)	SUBTOTAL PRICE (per plow response)	HST	TOTAL PRICE (per plow response)
1	Bloomfield	4,611			
2	Cherry Valley	763			

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.

COMPANY:

NAME AND ADDRESS:

PHONE NUMBER: _____ **FAX NUMBER:** _____

DATE: _____

SIGNING AUTHORITY (please print)

SIGNATURE OF SIGNING AUTHORITY

(COMPANY SEAL)

CONTACT PERSON (please print)

Sidewalk Plowing 2020 - 2023

RFT: 2020-EDW-71

SECTION # 1

DOCUMENT IDENTIFICATION AND TERMS OF SUBMISSION

A. Organization Issuing the RFT

**The Corporation of the County of Prince Edward,
Amanda Carter, Director of Finance
332 Main Street, Picton, ON K0K 2T0**

B. RFT Identification

This Tender is identified as document:

**Sidewalk Plowing 2020 - 2023
RFT#2020-EDW-71**

This identification number must be mentioned on the Tender Envelope along with the legal name of the organization submitting a tender.

C. Synopsis of Document

The intent of the assignment is for Sidewalk Plowing for the list of sidewalks provided in this document.

D. Processes Being Followed

- RFT's will be reviewed by Operations Department;
- Following review of the submissions, the County may request applicants to provide clarification, answer questions or attend a meeting at the Operations Department office;
- Upon acceptance of a tender submission by the County, the successful respondent may be required to enter into a contract with The Corporation of the County of Prince Edward for **Sidewalk Plowing 2020 - 2023, RFT 2020-EDW-71** using the standard **MEA/CEO Agreement** for professional services.

The Corporation of the County of Prince Edward reserves the right to accept any tender and waive what it considers minor deviances from the mandatory requirements and acceptable format.

E. Tender Requirements

- Two (2) copies of the Contractor's tender shall be provided. **The Tender Pricing Form must be completed, signed and sealed.** The Contractor 's submission including the Tender Pricing Form and the Submission Documents must be provided in a sealed envelope plainly marked "**Sidewalk Plowing 2020-2023, 2020-EDW-71**".
- A designated signing officer of the Contractor's firm who has the authority to "BIND THE CORPORATION" MUST duly execute tenders. If a joint bid is submitted, it must be signed and addressed on behalf of each of the Contractors.
- Tenders must be legible, written in ink, or typewritten.
- The person signing on behalf of the company must initial erasures, overwriting or strikeouts.
- Tender documents will not be accepted by facsimile, electronic mail, or on disk.
- All submitted tenders become the property of the County and will not be returned to the originator.
- Late submissions will not be accepted or considered by the County
- All Forms and Schedules as noted in Item F of Section 1, Tender Submission Format, must be included with the Tender submission.
- All Costs associated with the work identified in this RFT Document must be included in the submission – HST taxes are the only exception.
- Electronic or faxed RFT's will not be accepted.

F. Tender Submission Format

Please include in your proposal (2) two copies containing the following information in one envelope:

- **Tender Pricing Form** (duly executed by the Contractor)

- **Submission Documents to Include:**

- **Schedule A:** Occupational Health and Safety Statutory Declaration Form (copy appended hereto as Schedule A);
- **Schedule A1:** Accessibility Requirements;
- **Schedule D:**
 - The names of sub-contractors to be utilized, their background and related experience.
 - List of Equipment & Materials used contractor and sub-contractor
 - A list of three similar projects completed in the last 5 years along with a contact person for reference purposes.

G. Limitations on the Use of Sub-Contractors

Tenders must indicate if the Contractor intends to employ sub-contractors for any part of the work and identify those parts that may be sub-contracted. The successful Contractor is fully responsible for all work performed by sub-contractors.

Any Contractor who plans to use sub-contractors must identify the work that may be sub-contracted, and provide names, qualifications, and all other pertinent information about the sub-contractor in Schedule D of the tender submission.

If there are to be any changes in sub-contractors, the County must be consulted and reserves the right to reject a proposed sub-contractor.

There shall be no assignment of the resulting contract without the prior approval of the County, which approval may be withheld at the County's sole discretion.

H. Addenda

It may be necessary to issue addenda for reasons, which may include, but are not necessarily limited to:

- correction or clarification of the tender document and related forms;
- extension of the closing date for the proposal;
- responses to specific questions asked by one Contractor that in the opinion of the County should be made available to all Contractors;
- retraction or cancellation of the RFT;
- receipt of addenda issued by the County will be acknowledged by Contractor in writing or by fax. Failure to acknowledge addenda may result in the tender being rejected by the County.

I. Acceptance and Award of Tender

The County reserves the right without prejudice to reject any or all Tenders and to determine in its own best judgment the firm best qualified to undertake this assignment. The lowest or any submission will not necessarily be accepted. The Municipality is not liable for any costs incurred by the respondents in the preparation of their response to this Request for Tenders.

J. Requirements at Time of Execution

Subject to an Award of the assignment by the County the successful Contractor shall be required to submit the following documentation in a form satisfactory to the County for execution within seven (7) days after being notified in writing to do so by the County:

- Certificate of Clearance from Workers' Compensation Board;
- Evidence of general liability, professional liability, automobile, equipment, public liability and property damage insurance (showing Prince Edward County as additional insured)
- Occupational Health and Safety Plan.

K. Ownership

Once completed, all documentation and information, pertaining to this assignment becomes the property of the County.

L. Confidentiality

The Contractor agrees to preserve the confidential nature of any information received from the County and from any agent of the County, or developed during the performance of the Agreement ("Confidential Information") and shall not disclose any confidential information to any person or entity during or after the performance of the Agreement.

M. Conflict(s) of Interest

By virtue of the Contractor submitting a tender, the Contractor hereby declares the following:

- that no person, firm or corporation other than the Contractor has any interest in this; and further,
- that this Tender is made without any connection, comparison of figures, or arrangements with, or knowledge of, any other corporation, firm or persons making a tender for the same work and is in all respects fair and without collusion or fraud; and further,
- that no member of the County and no other officer or employee of the County is or will become interested directly or indirectly in the proposed Contract. The Contractor agrees that this Tender may at the County's discretion, be included in a formal contract to be prepared and executed.

N. Rights Reserved by The Corporation of the County of Prince Edward

Submission of a Tender indicates acceptance by the firm of the conditions contained in this Request for Tender unless clearly and specifically noted in the Tender submitted by the Contractor and confirmed in writing by the County or in a contract between the County and the bidder selected.

O. Contractor's Obligation to Examine

It is understood and agreed that the Contractor has, by careful examination, satisfied himself/herself as to the nature of the work, the character, quality and quantity of the task, the general and local conditions, and all other matters which can in any way affect the work under this RFT.

The Contractor is directed to carefully examine the scope of work and to make special inquiry of any details the Contractor is uncertain of and to make further personal inspection and investigation, as the Contractor may deem proper to determine the correctness of the information so obtained. The County does not ensure the accuracy of such information and the Contractor will not make any claim against the County for damages or extra work caused or occasioned by the Contractor's relying upon such records, report or information, either as whole or in part, furnished by the County or any municipal department or commission, private company or individual.

P. Commencement of Assignment

The work will not be permitted to commence until the standard **MEA/CEO Agreement** for professional services has been executed (if required by Municipality) and a satisfactory Occupational Health and Safety Plan has been submitted.

Q. Occupational Health and Safety

Employer Obligations

By entering into this Agreement, the Contractor acknowledges its responsibility to meet all of the employer obligations under the Occupational Health and Safety Act (OHS Act) and shall ensure that all work is carried out in accordance with the OHS Act and all applicable regulations. This includes, but is not limited to, the duties to: provide a safe workplace; provide information and educate workers on workplace hazards; appoint a competent supervisor; prepare and provide a health and safety policy, implement a comprehensive health and safety program to support the policy and take every reasonable precaution to protect the safety of workers.

Competent Supervisors

The Contractor shall ensure an adequate number of supervisors are provided and they all satisfy the definition of "competent" as prescribed in the OHS Act.

OHS Reports/Notifications

In the event of (i) an accident causing death, (ii) critical injury (as prescribed by O. Reg. 834, R.R.O. 1990, as amended), or (iii) disabling injury to the Contractor's employee, the Contractor shall notify the County immediately and forward a report within five (5) days of such event.

Notification of MOL Orders/Charges

The Contractor shall immediately notify the County of any MOL orders or charges issued to the Contractor. Copies of all MOL orders or charges shall be provided immediately to the County.

Workplace Safety Insurance

The Contractor is responsible for all costs associated with workplace accidents and all premiums or assessments owing to the Workplace Safety and Insurance Board (WSIB), or insurance company. Upon award of the assignment and as requested by the County during the term of the contract, the Contractor shall furnish evidence of coverage for themselves, their employees, subcontractors and subcontractor's employees under the Workplace Safety and Insurance Act or insurance policy. The County may withhold payment of such sums of money sufficient to cover any default of the Contractor to the WSIB or insurance company for premiums or assessments and any costs arising from an accident for income replacement, medical aid or rehabilitation.

General Duty Clause

The Contractor shall take all reasonable precautions to meet the requirements for the protection of workers set out in the OHS Act and the regulations made under it.

OHS Plan Requirements

The Contractor shall be required to have in place a health and safety policy and to implement a comprehensive health and safety program to support the policy. The successful Contractor will be required to develop an OHS Plan for this assignment, which must address:

- A valid corporate health and safety policy as prescribed in the OHS Act (**Please note: The OHS Act requirement to have an OHS Policy does not apply to employers with 5 or less employees.**)

- The Contractor's provisions for ensuring that an adequate number of supervisors are provided and that they all satisfy the definition of "competent" as prescribed in the OHS Act.
- The Contractor shall identify the hazards inherent to the work and describe how these hazards will be managed.
- The information and/or instructions that are to be provided to employees to ensure that all employees are informed of the hazards inherent to the work and understand the procedures for minimizing the risk of injury or illness.
- The Contractor shall describe their procedures for responding to violations identified by the County or the Ministry of Labour under the OHS Act and for fulfilling the notification requirements specified in the contract (e.g. critical injuries, fatalities and MOL Orders).
- The Contractor's standards for traffic control for work operations and emergencies to ensure public and employee safety.

Stop Work Provisions

The County may stop the work of the Contractor if a contravention of the OHS Act or its regulations is identified and there is an immediate danger to the safety of a worker. This direction will stand (at no additional cost to the County), until the Contractor addresses the contravention and reports back to the County.

If it appears that the Contractor or its employees are violating the OHS Act or its regulations, not following safe work practices, or not performing their proper functions the County shall advise the Contractor immediately, in writing, of the contract requirements and the County's expectations. The Contractor shall then investigate and correct such default.

Subcontractors

The Contractor shall ensure that all subcontractors (hired by the Contractor) work in accordance with the OHS Act and its regulations. At a minimum, the Contractor shall include in any of its agreements with subcontractors, the ability to terminate such subcontractors for non-compliance with the OHS Act or its regulations, with the rules and policies of the Contractor or for failing to protect the safety of its workers.

Statutory Declaration

The Contractor must be in a position to sign the Occupational Health and Safety Statutory Declaration Form, a copy of which is provided in Schedule A, prior to commencement of the work. This form certifies that the signatory fully understands and intends to fulfill its obligation as “employer” as prescribed in the OHS Act and its regulations.

R. Accessibility for Ontarians with Disabilities Act

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>

Acknowledgment Form

The Contractor must be in a position to sign the Accessibility For Ontarians With Disabilities Act Acknowledgment Form, a copy of which is provided in Schedule A1, prior to commencement of the work. This form certifies that the signatory fully understands and intends to fulfill its obligation as “employer” as prescribed in the Act and its regulations.

S. Harmonized Sales Tax

All applicable Harmonized Sales Taxes shall be included in the lump sum prices bid.

T. Insurance

Insurance requirements shall be in accordance with the insurance provisions described below in this Contract. The Contractor will forward to the County a completed Certificate of Insurance prior to commencement of the assignment. This Certificate of Insurance shall provide evidence that the following applicable insurance is in force. The Certificate shall also provide for 30 days prior notice to the County of any alteration, cancellation or change in policy terms which reduce coverage. The cost of such insurance will be the responsibility of the Supplier/Contractor.

(i) General Liability Insurance

The successful 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 County as an insured, including a cross-liability provision in favour of the County , 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.

(ii) Professional Liability Insurance

The successful Contractor will affect at his/her own expense and be required to maintain and keep in force during the term of this agreement, Professional Liability Insurance coverage in an amount not less than Two Million Dollars (\$2,000,000.00) in respect of each claim or occurrence. Such insurance shall provide coverage for all errors and omissions made by the professional in the rendering of, or failure to render, professional services in connection with the Contract. Upon completion of the work the policy shall remain in force for twenty (24) months. The successful Bidder must confirm that any property damage, personal injury or bodily injury resulting from an error or omission is considered an insurable loss whether coverage is under the General liability policy or the Professional Liability Policy.

U. Definitions and Interpretations

1. Purchasing By-Law: Proposals will be called, received, evaluated, accepted, and processed in accordance with the Municipality's Purchasing By-law and Procedures (copy available upon request). By submitting a Tender each Contractor agrees to be bound by the terms and conditions & definitions of that By-law and those Procedures and any amendments to them, as fully as if it were reproduced and attached to this RFT. Copies are available by visiting the County's web-site:

<http://www.pecounty.on.ca/purchasing.html>

2. Interpretation: The following rules of interpretation apply:

- a) Each reference to Provincial legislation in this RFT, 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".

V. Indemnification

- a) The 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 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 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 Contractor, pursuant to the Contract.
- b) The Contractor shall indemnify the Municipality from all claims arising out of unpaid accounts relating to the assignment covered by this RFT. 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.

W. Inquiry

- a) All inquiries regarding this RFT shall be directed, in writing, to the attention of Amanda Carter, Director of Finance via fax at: (613) 476-7622, or by email to acarter@pecounty.on.ca. A fax cover sheet, entitled "Questions for Clarification" is included for the Contractor's convenience.
- b) Any inquiries will be responded to in writing. Any clarification shall not alter the tender. Oral arrangements or discussions cannot be relied upon.
- c) If during the period prior to submission of tenders, the Municipality determines, in its sole and unfettered discretion, that part of the Tender requires formal amendment or clarification, written addenda to this Tender will be produced and distributed to all known Contractors. In that case, the Tender shall identify the addenda and indicate how they respond to them. The Contractor 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) Contractors attempting to contact Municipality staff or elected officials other than the contact indicated in this RFT in subsection a) above, for whatever reason, during the Tender 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 Contractors 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 Contractor receives all addenda issued, it is the Contractor's ultimate responsibility to ensure all addenda have been received.
- f) All references to Contractors include all staff from the proposing organization as well as all Contractors and sub- contractors that the proposing organization may hire to supply the Services.
- g) A Contractor may submit a question by fax, and request that the question and answer not be circulated to other contractors. The Corporation of the County of Prince Edward will determine if the question points to an error or shortcoming in the RFT. If that is the case, The Corporation of the County of Prince Edward reserves the right to ignore the contractor's request, and will notify all interested 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 contractors, the enquiring contractors will be given the opportunity to withdraw the question. If none of the above conditions exists, and the question reveals a contractor's unique tender strategy, The Corporation of the County of Prince Edward will honour the contractor's request and respond only to the enquiring contractor.
- h) **All inquiries must be received prior to 4:00p.m. September 9, 2020.**

SECTION # 2

SCHEDULE OF EVENTS

A. Date the RFT is Issued

This Request for Tender is issued in Picton, Ontario on August 19, 2020 by:

The Corporation of the County of Prince Edward
Amanda Carter, Director of Finance
332 Main Street
Picton, ON K0K 2T0

B. Late Bids

Late bids will not be accepted or considered by the County, no exceptions granted.

C. Tender Submission

Tenders must be delivered to the Finance Department no later than **September 16, 2020 at 2:00 p.m. (Local Time)**. The envelopes should be sealed and clearly marked "**Snow Plowing 2020-2023: RFT#2020-EDW-71**" and should be addressed to:

**The Corporation of the County of Prince Edward
Shire Hall - Finance Department
332 Main Street
Picton, Ontario KOK 2T0
Attn: Amanda Carter, Director of Finance**

It is the Contractor's responsibility to obtain a date and time stamped receipt signed by the County as proof that their Tender has been received by the County within the prescribed time limit.

DELIVERY OF TENDER SUBMISSIONS

In the event that our facilities have not fully re-opened at the scheduled closing date/time, the following protocol will replace that described in the document.

A drop off area has been established at Shire Hall in the main foyer on the first floor. When dropping off a tender or proposal please enter through the main door and deliver your submission to Reception on the righthand side. Envelopes will be received, time and date stamped. Attendees will not be permitted to remain inside the building either leading up to the 2 o'clock deadline or afterwards. All results will be sent to all those who have registered.

D. Key Dates

The following schedule of activities is provided for planning purposes only. The Corporation of the County of Prince Edward reserves the right to cancel the activity or change the schedule at any time.

RFT Issued Date	August 19, 2020
Deadline for Questions	September 9, 2020 @ 4:00 pm
Deadline for Tender Submission	September 16, 2020@2:00 pm
Award of Assignment	October 27, 2020 or earlier
Project Start Date	November 1, 2020

E. Final Award Date

It is expected that a successful Contractor may be selected by October 27, 2020 or earlier.

F. Notification to Contractors Who Are Not Selected

Contractors who have not been selected will receive written notification within approximately 10 days of the selection.

G. Stand Alone Assignment

The County's acceptance of all or any Part of this tender does not authorize any future work beyond this initial assignment.

SECTION # 3

KEY CONTACTS

A. Mailing Address

The Corporation of the County of Prince Edward
332 Main Street
Picton, Ontario
K0K 2T0
Phone (613) 476-2148
Fax (613) 476-8356

B. Registration, Proposal Document, Procedures, Specifications/Services

Amanda Carter, Director of Finance
The Corporation of the County of Prince Edward

by email: acarter@pecounty.on.ca or
by fax: 613-476-7622

Bidders who have downloaded this document from the County's website are required to register with the Director of Finance prior to the quotation submission deadline, failure to register with the County will result in your quotation being rejected – no exceptions. To register please use the above fax or e-mail address.

SECTION # 4

SCOPE OF THE 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 during the winter season of 2020/2021 with two contract extension options for 2021/2022 and 2022/2023 in the County of Prince Edward. 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.

SPECIFICATIONS:

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, and 7 days a week.
 - 1.1.1.1. 2020/2021 Season: November 1, 2020 to April 30, 2021
 - 1.1.1.2. 2021/2022 Season Extension: November 1, 2021 to April 30, 2022
 - 1.1.1.3. 2022/2023 Season Extension: November 1, 2022 to April 30, 2023
- 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:

- County Road 2 and County Road 19 Dome (Ameliasburgh)
- 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 3:00pm.

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 one (seasonal) year period consisting of November 1, 2020 to April 30, 2021. Two optional one (seasonal) year extensions may be award by the Municipality for the dates outlines 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
Consecon	2,133	Squires St, Bay Ave, Mill St/CR29, Wellington Ave, Porter St
Wellington	10,150	Main St, First Ave, Harbourview Cres, Belleville St, Niles St, Westwind Cres, Maple St, Oak St, Lakebreeze Crt, Wharf St (North of Main St), Noxon Ave, West St, Second Ave, Narrow St, Consecon St, Prince Edward Dr
Bloomfield (Provisional)	4,611	Main St, Wellington St, Corey St, Stanley St, Mill St
Cherry Valley (Provisional)	763	County Road 10, County Road 18

- 1.10.2 The following sidewalks listed below are seasonally closed by by-law and do not require winter maintenance:

Consecon

Street Name	From	To
Consecon Main Street (East Side)	County Road 29	Division Boulevard
Consecon Main Street (West Side)	Porter Street	Northerly to End of Sidewalk
Division Street	Porter Street	Consecon Main Street
Pigtail Lane	County Road 29	End of Sidewalk

Wellington

Street Name	From	To
Wharf Street	Main Street	End of Sidewalk

1.11 Provisional Items:

- 1.11.1 Winter maintenance of sidewalks in Bloomfield and Cherry Valley shall be provisional items of this contract and may or may not be considered part of the tender.
- 1.11.2 If deemed by the Municipality as part of the tender, the Contractor shall be responsible for winter maintenance of sidewalks in these locations according to the specifications of this tender.

1.12 Insurance

- 1.12.1 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.
- 1.12.2 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.
- 1.12.3 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.
- 1.12.4 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.

1.13 Occupational Health & Safety

- 1.13.1 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.
- 1.13.2 The Contractor shall supply and ensure that all staff use protective clothing and equipment as set out in the Occupational Health and Safety Act.
- 1.13.3 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.
- 1.13.4 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.
- 1.13.5 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.

SECTION #5

CONTRACTOR'S SUB-CONTRACTOR LIST

Include the name of any sub-contractors to be utilized for this assignment. The role of each sub-contractor must be identified along with a list of corporate experience of the sub-contractor. This information is to be included as Schedule D of the Proposal submission.

SECTION # 6

DELIVERABLES

The Successful Contractor shall be required to provide the following:

Two hard copies of the final report are required.

Schedule "A"

OCCUPATIONAL HEALTH AND SAFETY

STATUTORY DECLARATION

In submitting this Tender, I/We, on behalf of _____,
(legal name of company)

certify the following:

- (a) I/We have a health and safety policy and will maintain a program to implement such policy as required by clause 25(2) (j) the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1, as amended.

Note: This OHS Act requirement {a} does not apply to employers with 5 or less employees.

- (b) With respect to the services being offered in this tender, I/We and our proposed subcontractors, acknowledge the responsibility to, and shall:
 - (i) fulfill all of the "employer" obligations under the OHSA and ensure that all work is carried out in accordance with the OHSA and its regulations.
 - (ii) ensure that adequate and competent supervision is provided as per the OHSA to protect the health and safety of workers; and
 - (iii) provide information and instruction to all employees to ensure they are informed of the hazards inherent to the work and understand the procedures for minimizing the risk of injury or illness.
- (c) I/We agree to take every precaution reasonable in the circumstances for the protection of worker safety, as required under the OHSA.

Dated at _____ this _____ day of _____ 20_____

(Authorized signing officer for the Service Provider)

(Title)

(Phone Number)

Schedule "A1"

ACCESSIBILITY REQUIREMENTS

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>



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: _____

**Schedule "A2"
 QUESTIONS FOR CLARIFICATION**

To	Amanda Carter	Fax #	613-476-7622
	Director of Finance Email: acarter@pecounty.on.ca THE CORPORATION OF THE COUNTY OF PRINCE EDWARD 332 Main Street Picton, ON K0K 2T0	Date	
		# of pages	
		(including this page)	
From		Telephone #	
		Fax #	
		Email	

Subject **RFT # 2020-EDW-71**

Reference to Section _____ **on page number** _____ **of this**
RFT.

Question: _____

**Schedule "D1"
LIST OF SUB-CONTRACTORS**

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.

TRADE	NAME	Price without HST

Schedule "D2"
LIST OF EQUIPMENT & MATERIAL USED BY CONTRACTOR & SUBCONTRACTOR

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

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

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

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

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

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

Schedule "D3"
LIST OF REFERENCES

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

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

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

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

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

Company/BIDDER

Authorized Signature

Date