



THE CORPORATION OF THE COUNTY OF PRINCE EDWARD
REQUEST FOR PREQUALIFICATION (RFPQ)
MISCELLANEOUS SERVICE AND OPERATED EQUIPMENT RENTAL
RFPQ # 2018-EDW-15

USE BLUE OR BLACK INK PEN TO COMPLETE

Name of Firm

Address

Postal Code

Telephone Number

Fax Number

Name of Person Signing for Firm

Name of Contact Person

Email Address for Contact Person

Company Web site

Closing date March 14th, 2018 at 2:00 p.m. local time

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Bidders: Mandatory Requirements:

Bidders who have downloaded this document from The Corporation of the County of Prince Edward's website are required to register with Purchasing Clerk, prior to 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/Budget Clerk
The Corporation of the County of Prince Edward
by email: pwhite@pecounty.on.ca or
by fax: 613-476-7622**

Please be sure to indicate which tender your firm is registering for i.e. #2018-EDW-15

DEFINITIONS AND INTERPRETATIONS

1) PURCHASING BY-LAW

Definitions:

QUOTATIONS will be called, received, evaluated, accepted, and processed in accordance with the MUNICIPALITY'S Purchasing By-law, including definitions and Procedures (copy available upon request). By submitting a QUOTATION 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 RFPQ. Copies are available by visiting the County's web-site:

www.thecounty.ca/county-government/departments/purchasing/

2) INTERPRETATION

The following rules of interpretation apply:

- a) Each reference to Provincial legislation in this RFPQ, 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 QUOTATION 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 Corporation of the County of Prince Edward (the "County") will be undertaking road construction and maintenance work throughout the County during the upcoming year and will be hiring various types of construction equipment and operators.

Contractors, Owners and/or Suppliers of equipment are hereby invited to provide the County with a list of rental equipment and hourly rates for fulfilling the construction and maintenance requirements for the County for the period from April 1 2018 to March 31, 2020.

The Municipality may use any or all equipment quoted.

2) QUOTATION DELIVERY & OPENING

- a) Submissions made on the forms provided must be submitted in a sealed package, clearly marked **RFPQ #2018-EDW-15 Miscellaneous Service and Operated Equipment Rental** and must be submitted to the following address to the attention of the following individual **prior to 2:00 p.m., Local Time, March 14th, 2018 (the "deadline for submission")**. QUOTATIONS must be time-stamped at the location listed below to be considered. Late submissions will not be accepted and will be returned unopened without exception. The time stated on the time stamp located in the following office shall be the only recognized timepiece for the purpose of this submission.

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

- b) BIDDERS shall submit one document marked "**original**" and **one (1) additional copy**.
- c) In the event that the QUOTATION is too large for an envelope, the QUOTATION shall be sealed in a carton clearly marked with the CONTRACT number and description.
- d) The use of the mail or courier services for delivery of a QUOTATION will be at the risk of the BIDDER.
- e) In the event that the QUOTATION 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.
- Note:** Faxed or other electronically transmitted bids **will not** be accepted.
- f) The MUNICIPALITY shall not be liable for any cost of preparation or presentation of QUOTATIONS, and all QUOTATIONS and accompanying documents submitted by the BIDDER become the property of the MUNICIPALITY and will not be returned. There will be no payment to BIDDERS for work related to and materials supplied in the preparation, presentation and evaluation of any QUOTATION, nor for the CONTRACT negotiations whether they are successful or unsuccessful.
- g) 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 QUOTATION, or by reason of any delay in the acceptance of any QUOTATION.

- h) There is no formal public opening.

3) PREQUALIFICATION SUBMISSION

- a) Submission of a QUOTATION will constitute acceptance of all provisions contained in this RFPQ on the part of all BIDDERS.
- b) When submitting a QUOTATION, BIDDERS must ensure that all areas of this RFPQ 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 QUOTATION being rejected.
- c) If a QUOTATION does not conform in every detail with the Terms of Reference attached to this RFPQ as Part C, the BIDDER is required to explain the deviation in the QUOTATION.
- d) All QUOTATIONS must be made upon the Form of QUOTATION -Agreement to Contract attached to this RFPQ as Part D.
- e) The QUOTATION must bear an original signature of an authorized signing officer of the BIDDER or the QUOTATION may be rejected. If a joint QUOTATION is submitted it must be signed by signing officers of each of the joint BIDDERS.
- f) QUOTATIONS which are incomplete, conditional, illegible, or obscure or which contain reservations, erasures, alterations, or irregularities will be declared IMPROPER and may be rejected. QUOTATIONS must be legible, written in ink, or by typewriter. QUOTATIONS 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 QUOTATION must be initialled or noted by the BIDDER or the QUOTATION may be deemed as IMPROPER and may not be considered.

4) INQUIRY

- a) All inquiries regarding this RFPQ shall be directed, in writing, to the attention of Patti White, Purchasing Clerk, via facsimile 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 QUOTATION. 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 March 7, 2018 to enable the County to prepare an addendum (if any). Questions received after 4:00 p.m. on March 7, 2018 may not be acknowledged nor answered.

- c) If during the period prior to submission of QUOTATIONS, the MUNICIPALITY determines, in its sole and unfettered discretion, that part of the QUOTATION requires formal amendment or clarification, written addenda to this QUOTATION will be produced and distributed to all known BIDDERS. In that case, the QUOTATIONS shall identify the addenda and indicate how they respond to them. The BIDDER shall list and attach any addenda that were considered when the QUOTATION was prepared. Failure to execute and return any and all addenda issued by the MUNICIPALITY will result in the QUOTATION being deemed as IMPROPER.
- d) BIDDERS attempting to contact municipal staff or elected officials other than the contact indicated in this RFPQ in subsection (a) above, for whatever reason, during the QUOTATION 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-QUOTATION meeting of all BIDDERS and MUNICIPALITY staff will be arranged at a location of the MUNICIPALITY'S choosing. The MUNICIPALITY reserves the right to change the deadline for submission, if necessary, to accommodate such a meeting.
- e) Although the County 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 County will determine if the question points to an error or shortcoming in the RFPQ. If that is the case, the County 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 County 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 QUOTATION strategy, the County will honour the SUPPLIER/CONTRACTOR'S request and respond only to the enquiring SUPPLIER/CONTRACTOR.

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| 5) QUOTATION CONTENT |
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QUOTATIONS 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 RFPQ;
- b) A completed and executed Form of QUOTATION - Agreement to Contract and Schedule of Prices, attached to this RFPQ as Part D;
- c) Reference list, attached to this RFPQ 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 QUOTATION in its entirety.

6) QUOTATION EVALUATION

QUOTATIONS 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) QUOTATION quality, including organization, clarity, completeness and presentation;
- b) BIDDER experience in similar or related projects;
- c) The cost effectiveness of each QUOTATION will be based upon the information supplied in Part C of the QUOTATION.

7) RFPQ CANCELLATION/WITHDRAWAL BY MUNICIPALITY AFTER CLOSING

- a) Due to cost conditions (loss of budget);
- b) Due to submission difference in scope of work;
- c) Any other condition not being fulfilled.
- d) Subject to Budget approval

PART B – STANDARD TERMS AND CONDITIONS

1) INTENT

This Request for Prequalification (RFPQ) is open to all qualified contractors who wish to be considered for provision of services for the County of Prince Edward. The RFPQ document outlines the scope of work, responsibilities of the contractors, requirements for the RFPQ submission, and related conditions and specifications. Please read the document carefully to ensure that all required documentation is included in your sealed envelope with your pricing information that you return to the city before the deadline. The County reserves the right, in its sole discretion, to disqualify contractors who fail to provide all mandatory information as required by this RFPQ.

The call out list resulting from the responses to the RFPQ will be effective **April 1, 2018 through March 31, 2020.**

The County will be undertaking road construction and maintenance work throughout the County during the upcoming year, and will be hiring various types of construction equipment on an as needed basis.

Contractors, Owners and Suppliers of equipment are hereby invited to provide the County with a list of rental equipment and hourly rates for fulfilling the construction and maintenance requirements for the County for the period April 2018 to March 2020.

The MUNICIPALITY may or may not enter into a CONTRACT as a result of the issuance of this Request for Prequalification.

The supply of all labour, equipment and materials to complete the work as detailed herein and as specified in this QUOTATION.

Unit prices shall be inclusive of all costs as specified in this QUOTATION 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.

2) ACCEPTANCE

As soon as practicable after opening the QUOTATIONS, the MUNICIPALITY will endeavour to act upon them. The acceptance of a QUOTATION 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 QUOTATION. Acceptance of a QUOTATION 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 QUOTATION
- And the SUPPLIER/CONTRACTOR'S QUOTATION

The above mentioned documents will be interpreted in precedential order as they are named above regardless of the chronological order in which they are issued or executed. This means, in effect, that if there is a discrepancy between a term in the MUNICIPALITY'S Contract for Services and a term in the chosen QUOTATION, the term in the Contract for Services prevails to the extent of the discrepancy.

The MUNICIPALITY may accept a QUOTATION in whole or in part, whether the TOTAL ACQUISITION COST be the lowest or not, and may reject any or all QUOTATIONS. There shall be no requirement of this RFPQ, implied or otherwise, that the QUOTATION representing the lowest TOTAL ACQUISITION COST will be selected or preferred. The RFPQ process is used as a means of evaluating a number of criteria (one of which is TOTAL ACQUISITION COST). BIDDERS must submit their QUOTATIONS in accordance with all items identified in Part A, Part B, Part C and Part D of this RFPQ.

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 QUOTATION, and to award CONTRACTS to one or more BIDDERS; to accept or reject any QUOTATION in whole or in part; to waive irregularities and omissions in the MUNICIPALITY'S sole and unfettered discretion, if in so doing, the best interests of the MUNICIPALITY will be served. No liability shall accrue to the MUNICIPALITY for its decision in this regard.

Should the MUNICIPALITY receive only one (1) QUOTATION on commodities/ services that have a known multiple source potential, the right is reserved to recall or cancel the competition.

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

Upon acceptance of a QUOTATION, (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 QUOTATION (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 RFPQ or cancel this RFPQ. 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 QUOTATION 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 RFPQ.

3) ELIGIBILITY

- a) BIDDERS must meet the MUNICIPALITY'S requirements for experience. The MUNICIPALITY will disqualify any BIDDER who cannot provide the following, when requested by the MUNICIPALITY:
 - i) proof that they have previously held and satisfactorily completed a contract of the size and type being proposed; or
 - ii) proof of employment in the type of service being proposed and written references as to their satisfactory performance; or

- iii) adequately demonstrate that they have the ability to provide the necessary expertise and resources to satisfactorily complete the CONTRACT;
 - iv) evidence of sufficient general liability 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 QUOTATION based on the information obtained.

This QUOTATION is made by the BIDDER without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a QUOTATION for the same SERVICES, and is in all respects fair and without collusion or fraud.

4) ASSIGNMENT

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

5) 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.

6) 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.

7) 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.

8) 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.

9) 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.

10) QUANTITIES

Unless otherwise specified in this RFPQ, quantities shown are approximate and furnished without liability on behalf of the MUNICIPALITY. They are supplied as a basis for comparison only.

11) TERMS OF PAYMENT

Unless alternate payment terms are specified in the Terms of Reference SERVICES attached to this TENDER as Part C, the MUNICIPALITY will accept billing for 100 percent of the actual value of each element of the MATERIAL provided or SERVICES performed in each month and accepted by the MUNICIPALITY. Invoices will be payable by the MUNICIPALITY 30 days after they are received. Where required by the Construction Lien Act, appropriate monies may be held back until 45 days after successful provision of the MATERIAL OR completion of the SERVICES, as the case may be.

Payments made by the MUNICIPALITY, including final payment, shall not relieve the SUPPLIER/CONTRACTOR from its obligations or liabilities under the CONTRACT.

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.

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.

12) 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.

13) 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.

14) 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, 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 MUNICIPALITY'S 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 QUOTATION or for unsatisfactory performance of the CONTRACT. This disqualification will apply to the terminated SUPPLIER/CONTRACTOR as the Bidder or BIDDER on future quotations, QUOTATIONS or requests for QUOTATION or as a sub-trade to a

Bidder or BIDDER on future competitions (PROPOSALS, or QUOTATIONS) issued by the MUNICIPALITY. The MUNICIPALITY also reserves the right to publish the names of all disqualified SUPPLIER/CONTRACTORS in any future quotation, QUOTATION or requests for PROPOSAL.

15) 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 PREQUALIFICATION. 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 RFPQ.
- 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 tax and detailed where requested.

16) DISCLOSURE

- a) Total bid prices will only be made available if provided to THE MUNICIPALITY'S Council in a public report.
- b) Submissions of QUOTATIONS as a result of this RFPQ are in accordance with the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).
- c) Release of information contained in the QUOTATION 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 QUOTATION is submitted in confidence and indicate the nature of the confidential information and what harm would result from the release.

17) WITHDRAWAL OR QUALIFYING OF QUOTATIONS

- a) If, after submission of a QUOTATION, a BIDDER receives an addenda issued by the MUNICIPALITY, AND the addenda content does NOT alter the original submission of that QUOTATION, 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

QUOTATION was submitted), the appropriate competition document reference and the addenda number.

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

18) 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.

19) 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.

20) 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 MUNICIPALITY'S 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).

| |
|-------------------------|
| 21) DECLARATIONS |
|-------------------------|

- a) I/We declare that no person, firm or corporation other than the one who's signature or the signature of whose proper officers is or are attached to this RFPQ, has any interest in this QUOTATION or in the CONTRACT.
- b) I/We further declare that this QUOTATION is made without any connection, knowledge, comparison of figures or arrangement with any other SUPPLIER/CONTRACTOR, firm or person making a similar QUOTATION and is in all respects fair and without collusion or fraud.
- c) I/We further declare that no municipal 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 QUOTATION 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 QUOTATION, and to accept in full payment for the sums calculated in accordance with the actual measured quantities and unit prices attached to this QUOTATION.
- f) I/We agree that this QUOTATION is an offer which is to continue open for acceptance until the placing in the mail or delivery to the address given in this QUOTATION of a notice of award, which shall constitute formation of the CONTRACT, or for 120 days following the QUOTATION closing date, whichever occurs first, and that the MUNICIPALITY may at any time within that period, and without notice, accept this QUOTATION whether any other QUOTATION had been previously accepted or not.

22) ERRORS, OMISSIONS IN THE MUNICIPALITY DOCUMENTS

The MUNICIPALITY shall not be held liable for any errors or omissions in any part of this RFPQ. While the MUNICIPALITY has used considerable effort to ensure an accurate representation of information in this RFPQ, the information contained in the RFPQ 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.

23) REQUIREMENTS AT TIME OF QUOTATION SUBMISSION

The SUPPLIER/CONTRACTOR **MUST INCLUDE** the following mandatory requirements with their QUOTATION:

ALL QUALIFIED CONTRACTORS WILL BE PLACED IN ORDER OF PRICING ON A CALL OUT LIST EFFECTIVE APRIL 1, 2018. IF YOU WISH TO BE PLACED ON THIS LIST, YOU MUST SUPPLY A "CERTIFICATE OF INSURANCE" WITH YOUR SUBMISSION. YOU ARE ENCOURAGED TO TAKE THIS DOCUMENT DETAILING THE INSURANCE REQUIREMENTS TO YOUR INSURANCE PROVIDER TO ENSURE THAT YOUR COVERAGE IS COMPLIANT. FAILURE TO PROVIDE THE REQUIRED DOCUMENTATION WILL RESULT IN REJECTION OF YOUR SUBMISSION. WE DO NOT WANT A COPY OF YOUR INSURANCE POLICY. THE REQUIREMENT IS A CERTIFICATE OF INSURANCE NAMING THE CORPORATION OF THE COUNTY OF PRINCE EDWARD AS AN ADDITIONAL INSURED

Workplace Safety & Insurance Board

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

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. 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.

The CGL policy shall include the Corporation of the County of Prince Edward as additional Insured subject to a waiver of subrogation in favour of the County with respect to the operations of the bidder. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the County. The successful bidder shall indemnify and hold the Corporation of the County of Prince Edward harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence or acts or omissions whether willful or otherwise by the bidder, its agents, officers, employees or other persons for whom the bidder is legally responsible.

ACCESSIBILITY

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

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

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

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

PART C - TERMS OF REFERENCE, SPECIFICATIONS, DELIVERABLES

Contractors, Owners and/or Suppliers of equipment are hereby invited to provide the County with a list of rental equipment and hourly rates for fulfilling the construction and maintenance requirements for the County. Pricing submitted, as part of this quotation will remain in effect from **April 2018 to March 2020**.

THE OBJECTIVES OF THIS PREQUALIFICATION

- Obtain and secure competitive fair pricing.
- Access to a source of hired construction suppliers/contractors and equipment based on locale of the municipality's requirements and equipment haul capacity.
- Access to reliable equipment.
- Contractor/Supplier Agreement.

All submissions must be on the County's Quotation Forms.

All equipment and operator(s) rental hourly rates will commence and end at the job site as determined by County Staff. Travel and/or floating of equipment to and from the job site will not be considered "billable" time, unless otherwise determined by County staff. There will be no "minimum hour(s)" charge".

Any equipment and operators hired by the County must meet all safety requirements and regulations, they are also required to wear all relevant personal protective equipment established under the Occupational Health and Safety Act and the Highway Traffic Act.

The operator must be skilled, competent and trained in the operation of that specific piece of equipment.

The County reserves the right to visually inspect any hired equipment which we observe contravenes these Acts. Any equipment in contravention of any regulations in these Acts will not be hired until the problem(s) are corrected. All hired equipment must function as intended at time of purchase.

The Request for Pre-Qualification is issued to establish a call out list to be used on an as required base, for equipment rental with operator and it to be utilized by the County throughout a two year period. The County does not guarantee to employ the services of any contractor, under the terms of this RFPQ.

The County will monitor each contractors performance, including response times, availability of equipment and labour, adequacy of equipment, standards of work completed, accomplishments and productivity and will notify (in writing) the contractor of inadequacies. Repeated failure to meet job performance expectations as determined by the county will result in disqualification of the contractor from further consideration under the terms of this RFPQ.

A list of available equipment w/operator and their cost will be compiled from the responses to this prequalification process. Contractors are advised that only short advance notification is possible prior to assignment for most projects, and it is the contractor's responsibility to employ the means and/or technology to receive calls for the supply of equipment with operator and to confirm availability with appropriate County Staff. The County retains the right to contact other contractors to acquire the required equipment in

the event that timely confirmation or other arrangements cannot be made with the contractor originally contacted.

When equal prices for equal equipment are received, the County will attempt to rotate call outs to distribute the work fairly.

All prices are to remain firm for the duration of the two year period.

In consideration for the payment of rates quoted, the undersigned agrees to supply the Corporation of the County of Prince Edward, the herein described equipment for engagement by County for summer and winter control throughout the entire County of Prince Edward and other projected municipal operations for such sustained or occasional intervals as may be determined during the period April 1, 2017 through to and including March 31, 2020.

It shall be the responsibility of the contractor to supply a duly licensed operator for each vehicle and to provide all fuel, maintenance and other service as necessary to ensure that each and every vehicle covered by this agreement meets the safety and performance standards of the Ministry of Transportation and Communications. Please provide documentation to demonstrate evidence of an appropriate level of operator training. Also include a copy of your company health and safety policy if you have one. If not, please indicate that on your response form.

Further, the owner shall co-operate with, and shall ensure the cooperation of his/her operators in fulfilling all aspects of the work assigned by the Director of Operations or any other supervisory personnel, in such fashion or manner as requisite to good performance.

All proposed equipment must be in good mechanical and operational condition and final acceptance of any provider will be subject to inspection and approval of such unit by the Director of Operation or this authorized representative.

All equipment shall be safety checked in accordance with MTO requirements and standards at regular intervals and licensed to operate within the County of Prince Edward.

All rates are to be hourly, including operator. All taxes shall be excluded from the hourly amount, and shall be shown separately on any invoices submitted for payment.

The bidder, by accepting placement on the call out list, agrees to relieve the County of Prince Edward and its Boards and Commissions from all claims for damages as may be caused by his/her workmen or him/herself or any of his subcontractors to the property, or adjacent properties.

PART D – FORM OF QUOTATION

AGREEMENT TO CONTRACT AND SCHEDULE OF PRICES

The County reserves the right to award different construction equipment supplies/services or portions thereof to different suppliers.

Quotation Pricing Form - Rates quoted will be rates paid during the term of this agreement from April 2018 through to March 2020 inclusive.

Equipment Operator/Rate Information

All equipment rental hourly rates will commence when the equipment has arrived at the job site and end when the County supervisor or designate has signed off at the end of the day. No travel or float time is allowed.

Hourly Rental Rates to include equipment (including fuel and "ware parts") and operator. Do not include HST in the price per hour.

Check "✓" appropriate box under the equipment listed to indicate equipment's capabilities.

Example:

Hydraulic Excavator (Crawl Mounted)

Rubber Track

Steel Track

| Equipment | Details | Rental Rate Per Hour |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| Hydraulic Excavator <input type="checkbox"/> Wheel Mounted <input type="checkbox"/> Rubber Track <input type="checkbox"/> Steel Track <input type="checkbox"/> Ditching Bucket <input type="checkbox"/> Rock Bucket <input type="checkbox"/> Trench Bucket <input type="checkbox"/> Thumb <input type="checkbox"/> Hoe Ram <input type="checkbox"/> Packer | Excavator Size: Make: Model: Year: Bucket Size: Ft/lbs rating for Hoe Ram: Packer size: | Excavator \$ Excavator and Hoe Ram \$ Excavator and Packer \$ Notes: |

| Equipment | Details | Rental Rate Per Hour |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| <p>Tri- Axle Dump Truck</p> <p><input type="checkbox"/> Dump Box</p> <p><input type="checkbox"/> Trailer Hook-up (air brakes)</p> <p><input type="checkbox"/> Trailer Hook-up (pintle)</p> | <p>Make:</p> <p>Model:</p> <p>Year:</p> <p>Licensed Weight Rating:</p> <p>Available Pay Load (kg):</p> <p>Available Pay Load (Cubic Meters):</p> | <p>Truck</p> <p>\$</p> <p>Notes:</p> |
| <p>Tri-Axle Trucks With Pup</p> | <p>Make:</p> <p>Model:</p> <p>Year:</p> <p>Licensed Weight Rating:</p> <p>Available Pay Load (kg):</p> <p>Available Pay Load (Cubic Meters):</p> | <p>Truck</p> <p>\$</p> <p>Notes:</p> |
| <p>Mulcher</p> <p><input type="checkbox"/> Steel Track</p> <p><input type="checkbox"/> Rubber Track</p> <p><input type="checkbox"/> Rubber Tire</p> <p><input type="checkbox"/> Brush Mulching Head</p> <p><input type="checkbox"/> Pavement Milling Head</p> | <p>Make:</p> <p>Model:</p> <p>Year:</p> <p>Log diameter rating:</p> <p>Width ratings– Brush:</p> <p>Depth and width ratings – Pavement:</p> | <p>Mulcher</p> <p>\$</p> <p>Notes</p> |

| Equipment | Details | Rental Rate Per Hour |
|--------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| Belly Dump With Tractor | <p>(Tractor) Make: Model: Year: Licensed Weight Rating: Available Pay Load (kg):</p> <p>(Trailer) Make: Model: Year: Licensed Weight Rating: Available Pay Load (kg): Available Pay Load (Cubic Meters):</p> | Truck with Trailer \$ Notes: |
| | | Dozer \$ Notes: |

PART D – FORM OF QUOTATION

AGREEMENT TO CONTRACT AND SCHEDULE OF PRICES (continued)

SCHEDULE B

Sections 1, 2, 3, 4, 5-Additional Mandatory Information

Additional mandatory information must be supplied by all CONTRACTOR's bidding on rental rates for Schedule B - Sections 1, 2,3,4,5 as required:

- Bucket truck operator certification (lineman certification).
- Proof of dielectric inspection report by qualified and experienced inspectors.
- Bucket truck structural certification in accordance with the relevant CSA standards by qualified and experienced inspectors.
- Proof of training on chain saws.
- Current fall arrest course.
- Any additional training certificates.
- \$5,000,000 Minimum Liability Insurance (with County of Prince Edward named as additional insured)
- WSIB

Schedule B - Section 1

Bucket truck with trained operator and ground person. All necessary equipment required to safely cut trees. Equipment will include, but not limited to, all P.P.E., chainsaws, ropes etc.

| Boom Length | Specify Equipment, Make, Model | Rental Rate Per Hour | H.S.T. (shown separately) |
|--------------------|---------------------------------------|-----------------------------|----------------------------------|
| | | | |
| | | | |
| | | | |

Schedule B - Section 2

Bucket truck, truck and brush chipper and all additional equipment for complete operation to safely cut and store tree wood along road allowance. A minimum five employee crew is required to cut down trees, chip and remove limbs, and for traffic control at no extra cost. These employees shall have traffic control training in accordance with Ontario Traffic Manual ("OTM"), Book 7. Tree wood will be left on site in maximum 5 foot lengths. Chipped brush will be removed from site to a designated site as approved by County representative.

| Boom Length | Specify Equipment, Make, Model | Rental Rate Per Hour | H.S.T. (shown separately) |
|-------------|--------------------------------|----------------------|---------------------------|
| | | | |
| | | | |
| | | | |

Schedule B - Section 3

Stump Grinding- Stump grinder and trained personnel to grind stumps to a minimum 6 inches depth below ground level. Any vehicle to pull grinder will be included in cost per inch. Operation includes any cutting or prep work necessary of existing stumps to grind height. Ground chips will be left on site. Contractor will be responsible for locates. The County supervisor will determine measurement of stump at existing ground level prior to grinding.

| Specify Equipment, Make, Model, | Cost Per Inch | H.S.T. (Shown Separately) |
|---------------------------------|---------------|---------------------------|
| | | |
| | | |
| | | |

Schedule B - Section 4

Bucket truck with a certified electrician for streetlight signal maintenance. Bucket truck will be supplied with certified operator and ground person as per regulation.

| Boom Length | Specify Equipment, Make, Model | Rental Rate Per Hour | H.S.T. (shown separately) |
|-------------|--------------------------------|----------------------|---------------------------|
| | | | |
| | | | |
| | | | |

Schedule B - Section 5

Rubber tire hydraulic excavator and brusher. This operation will require all personnel and equipment to safely brush along the road allowances in Prince Edward County. It will include a trained equipment operator and 2 (two) trained traffic control personnel and a spotter while working around hydro. Traffic control will be performed in accordance with OTM, Book 7.

| Specify Equipment, Make, Model, Type of Brusher | Rental Rate Per Hour | H.S.T. (shown Separately) |
|-------------------------------------------------|----------------------|---------------------------|
| | | |
| | | |
| | | |

All hourly rates shall include equipment, operator, all necessary tools, and all operating expenses. Travel time to and from site will not be paid. Bidders will be paid on the basis of hours at the site.

PART D – FORM OF QUOTATION

AGREEMENT TO CONTRACT AND SCHEDULE OF PRICES

CONTRACT NUMBER: **RFPQ #2018-EDW-15**

PROJECT TITLE: **Miscellaneous Service and Operated Equipment Rental**

SUBMITTED TO: THE CORPORATION OF THE COUNTY OF PRINCE EDWARD

I/We, _____
(Company Name)

of _____
(Business Address)

having examined the RFPQ including all information to BIDDERS, general terms and conditions, terms of reference, appendices and terms of reference 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 SERVICES required by this RFPQ at the costs detailed in the Schedule of Prices below.

The undersigned offers to complete and supply EQUIPMENT, MATERIALS AND SUPPLIES AND SERVICES in accordance with the instructions to BIDDERS, terms, conditions, terms of reference, specifications, and appendices in the Request for QUOTATION **#RFPQ-2018-EDW-15** for MISCELLANEOUS SERVICE/EQUIPMENT RENTAL as described in this QUOTATION 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 QUOTATION.

PART D - FORM OF QUOTATION

AGREEMENT TO CONTRACT AND SCHEDULE OF PRICES

This QUOTATION 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 QUOTATION.

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

Company: _____
(Name)

(Street Address or Postal Box Number)

(MUNICIPALITY, Province, and Postal Code)

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

Print Name and Title: _____

Dated at _____ this ____ day of _____ 2018

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

CONTRACTORS ACKNOWLEDGEMENT OF TRAFFIC CONTROL

As required herein I/We the undersigned agree to provide all traffic control as required in accordance with the Ministry of Transportation Ontario Manual of Uniform Traffic Control Devices and related safety acts for all work on all roads as required in this tender.

CONTRACTOR'S NAME (PLEASE PRINT)

SIGNATURE

DATE

NOTE: THIS DOCUMENT MUST BE COMPLETED AND WILL FORM A PART OF THE SELECTION PROCESS



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: _____

DOCUMENT TO BE INCLUDED WITH SUBMISSION

PART D – REFERENCE INFORMATION

Bidders are required to provide three (3) references listing contracts similar to the project described in this QUOTATION and undertaken with 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

QUESTIONS FOR CLARIFICATION

| | | | |
|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-----------------------|
| To | Patti White | Fax # | (613) 476-7622 |
| | Purchasing/Budget Clerk Email: pwhite@pecounty.on.ca THE CORPORATION OF THE COUNTY OF PRINCE EDWARD 280 Main St, Picton Ontario, K0K 2T0 | Date | |
| | | # of pages | |
| | | (including this page) | |
| From | | Telephone # | |
| | _____ | Fax # | _____ |
| | _____ | Email | _____ |
| Subject | Contract No. RFPQ-2018-EDW-15 Miscellaneous Service/Operated Equipment Rental | | |
| | Reference to Section _____ on page number _____ of this QUOTATION. | | |
| Question | | | |
| | | | |
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| | | | |

RETURN LABEL (To be Glue or Tape to outside of Submission Envelope)

CONFIDENTIAL BID DOCUMENTS ENCLOSED
DO NOT OPEN

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

| | | |
|---------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|-------------|
| | <u>2018-EDW-15</u> <u>Miscellaneous Service and Operated Equipment Rental</u> | |
| <u>Submitted By</u> (Insert company Name) | | |
| <u>OFFICE USE ONLY</u> | | |
| Received By: (Name of Staff) Date & Time 2nd Floor Clerk's Office | | |
| | | |
| <u>IF LATE – NAME AND SIGNATURE OF PERSON DELIVERING</u> | (Print Name) | (Signature) |