



The County
PRINCE EDWARD COUNTY + ONTARIO

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

2018-EDW-63

**Water and Wastewater Services Operations; Flow, Level and Pressure Instrumentation
Calibration/Verification Services and General Instrumentation Services**

USE BLACK OR BLUE INK TO COMPLETE

Name of Firm

Address

Postal Code

Telephone Number

Fax Number

Name of Person Signing for Firm

Name of Contact Person

Email Address for Contact Person

Company Web site

Closing Date October 1, 2018 at 2:00 p.m. Local Time

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DEFINITIONS AND INTERPRETATIONS

1. Definitions:

Wherever a term set out below appears in the text of this TENDER in capital letters, the term shall have the meaning set out for it in this Section 1. Wherever a term below appears in the text of this TENDER in lower case, it shall be deemed to have the meaning ordinarily attributed to it in the English language.

- a) **ALTERNATIVE** means a choice of things, each being fully compliant.
- b) **BIDDER'S LIST** means a list maintained by the MUNICIPALITY containing the names of firms or individuals who have expressed an interest in receiving notice of opportunities to supply goods or services to the MUNICIPALITY from time to time.
- c) **MUNICIPALITY** means THE CORPORATION OF THE COUNTY OF PRINCE EDWARD and includes its successors and assigns.
- d) **CONFINED SPACE** means a fully or partially enclosed space,
 - (a) that is not both designed and constructed for continuous human occupancy, and
 - (b) in which atmospheric hazards may occur because of its construction, location or contents or because of work that is done in it;
- e) **CONTRACT** means the agreement to be entered into between the CONTRACTOR and the MUNICIPALITY with respect to the supply of the EQUIPMENT, MATERIALS AND SUPPLIES, and SERVICES. It shall be based upon this TENDER, with any agreed upon amendments, and shall also include any plans and terms of reference and will be held to cover the supply of any and all work, labour, implements, and MATERIAL that could be reasonably required to properly and satisfactorily supply the , EQUIPMENT, MATERIALS AND SUPPLIES AND/OR SERVICES.
- f) **CONTRACTOR** means the BIDDER(s) whose TENDER(s) is/are accepted and who has/have agreed to supply the EQUIPMENT, MATERIALS AND SUPPLIES AND SERVICES as described in the CONTRACT. In either case, the term extends to its legal representatives, successors and permitted assigns, agents, employees, CONTRACTOR and CONTRACTOR(S).
- g) **EQUIPMENT, MATERIALS AND SUPPLIES** means all goods, MATERIAL, articles, EQUIPMENT, software and intellectual property (or any part of them) as described in the Terms of Reference attached to this TENDER as Part C and acquired through the inclusion of such, EQUIPMENT, MATERIALS AND SUPPLIES in a schedule to the CONTRACT from time to time throughout the term of the CONTRACT.
- h) **IMPROPER** means a TENDER that is not in conformity in some manner with the requirements of this TENDER but will be reviewed by the MUNICIPALITY to determine whether it may be considered in the evaluation process, in the sole and unfettered discretion of the MUNICIPALITY.
- i) **BIDDER(S)** means all persons, partnerships or corporations who respond to this TENDER, and includes their heirs, successors, and permitted assigns.
- j) **TENDER(S)** means the BIDDER'S submission in response to this TENDER, including the terms of reference, directions, specifications, schedules and requirements, together with all documents of any description and agreements made or to be made pertaining to the method of supplying the, EQUIPMENT, MATERIALS AND SUPPLIES AND/OR SERVICES or to the quantities as shown of acceptable, MATERIAL to be furnished under the CONTRACT.
- k) **TENDER** means this Request for TENDER document, including all schedules, parts and attachments, as issued by the MUNICIPALITY, including any addenda or amendments made to it after initial use.

- l) **SERVICES** means the services as required and described in Part C, Terms of Reference, Specifications/Deliverables of this TENDER and EQUIPMENT, MATERIALS AND SUPPLIES

DEFINITIONS AND INTERPRETATIONS Cont'd

- m) As described in the Terms of Reference attached to this TENDER as Part C and the Schedule of Prices attached to this TENDER as Part D.
- n) **TOTAL ACQUISITION COST** means the sum of all costs, including purchase price, all taxes, warranty, life cycle cost, operating and disposal costs.

2. Interpretation: The following rules of interpretation apply:
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- a) Each reference to Provincial legislation in this TENDER, unless otherwise specified, is a reference to the Revised Statutes of Ontario, 1990 edition, and, in every case, includes all applicable amendments to the legislation, including successor legislation.
- b) The words “shall”, and “will” used in this TENDER denote imperative.
- c) The word “and” is an inclusive conjunction, the use of which indicates that all items or phrases in the subsection, article, or list in which it appears are permitted or required, as the case may be. The word “or” is an alternate conjunction, the use of which indicates that alternate or optional items or phrases in the subsection, article or list in which it appears are permitted or required, as the case may be; however, notwithstanding the foregoing, where the context permits, the word “or” may also be an inclusive conjunction having the same meaning as the word “and”.

PART A - INSTRUCTIONS TO BIDDERS

1) CONTRACT/ INTENT

The intent of this Tender is to obtain the services of a Licensed Technician to perform field calibration or verification of level, pressure and flow instrumentation on an annual basis for the period of three years from 2019 to 2021.

Preference will be given to a potential contractor that can supply all of their own CSE equipment and CSE support, i.e., currently inspected and approved CSE equipment and trained individuals for the CSE operation if and as required. At the very least the qualified technician must be trained and certified for confined space entry. The County can, if necessary, supply CSE equipment, a certified CSE attendant for standby and can make available a certified and trained CSE rescue team for this.

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

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

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

2) TENDER DELIVERY & OPENING

- a) TENDERS made on the forms provided must be submitted in a sealed package, clearly marked **and** must be submitted to the following address to the attention of the following individual **prior to 2:00:00 p.m., Local Time October 1, 2018** (the "deadline for submission"). TENDERS 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.

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

All bidders must register with Patti White Purchasing Clerk at 613-476-2148 by e-mail at pwhite@pecounty.on.ca or by fax 613-476-7622 to ensure that any and all contact information required is provided in the event that addendums for this work need to be distributed.

- b) **BIDDERS shall submit one document marked “original” copy.**
- c) The use of the mail or courier services for delivery of a TENDER will be at the risk of the BIDDER. The TENDER must come into the possession of the above-mentioned representative of the MUNICIPALITY before the deadline for submission or the TENDER will be returned to the BIDDER unopened.
- d) Misdirected TENDERS received after the deadline for submission will not be accepted and will be returned unopened. Requests for adjustments submitted by telephone fax or electronically will not be considered.
- e) The MUNICIPALITY shall not be liable for any cost of preparation or presentation of TENDERS, and all TENDERS and accompanying documents submitted by the BIDDER become the property of the MUNICIPALITY and will not be returned. There will be no payment to BIDDERS for work related to and MATERIAL supplied in the preparation, presentation and evaluation of any TENDER, nor for the CONTRACT negotiations whether they are successful or unsuccessful.
- f) The MUNICIPALITY, its elected officials, employees and agents shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any BIDDER, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the MUNICIPALITY of any TENDER, or by reason of any delay in the acceptance of any TENDER.

3) TENDER SUBMISSION

- a) Submission of a TENDER will constitute acceptance of all provisions contained in this TENDER on the part of all BIDDERS.
- b) When submitting a TENDER, BIDDERS must ensure that all areas of this TENDER that require information are completed and submitted in accordance with the instructions, including but not limited to a completed original Schedule of Prices. Failure to do so will result in the incomplete TENDER being rejected.
- c) If a TENDER does not conform in every detail with the Terms of Reference – Specifications/Deliverables attached to this TENDER as Part C, the BIDDER is required to explain the deviation in the TENDER.
- d) All TENDERS must be made upon the Form of TENDER/Agreement to Contract attached to this TENDER as Part D.
- e) The TENDER must bear an original signature of an authorized signing officer of the BIDDER or the TENDER may be rejected. If a joint TENDER is submitted it must be signed by signing officers of each of the joint BIDDERS.
- f) TENDERS must be legible, written in ink, or by typewriter. TENDERS written in pencil will not be considered. In the case of an error in extending the unit prices, the unit price shall determine the tendered price.
- g) None of the conditions contained on the BIDDER’S standard or general conditions of sale shall be of any effect unless explicitly agreed to by the MUNICIPALITY and specifically referred to on the Contract.

- h) Any erasures or corrections to a TENDER must be initialled or noted by the BIDDER or the TENDER may be deemed as IMPROPER and may not be considered.
- i) If after reading the TENDER, your organization does not wish to submit a TENDER, **do not forward the material to another organization**. Discard the material and return a completed "Notice of No TENDER" and/or return all MATERIAL immediately to the MUNICIPALITY.

4) INQUIRY

All inquiries regarding this TENDER shall be directed, in writing, to **the attention of Patti White, Purchasing Clerk**, during regular business hours, or by email to pwhite@pecounty.on.ca a fax cover sheet, entitled "Questions for Clarification" is included for the BIDDER'S convenience.

Should a Bidder have any questions or need further clarification, he/she should contact the County representative named in this document. Questions will only be received until 4:00 p.m. on September 24, 2018, to enable the County to prepare an addendum (if any). Questions received after 4:00 p.m. on September 24, 2018 may not be acknowledged nor answered.

- a) A pre-submission consultation can be scheduled upon request by calling the Water and Wastewater Services office at 613-476-2148 ext. 4506. Any inquiries will be responded to in writing. Any clarification shall not alter the TENDER. Oral arrangements or discussions cannot be relied upon.
- b) If during the period prior to submission of TENDERS, the MUNICIPALITY determines, in its sole and unfettered discretion, that part of the TENDER requires formal amendment or clarification, written addenda to this TENDER will be produced and distributed to all known BIDDERS. In that case, the TENDERS shall identify the addenda and indicate how they respond to them.
- c) BIDDERS attempting to contact MUNICIPALITY staff or elected officials other than the contact indicated in this TENDER in subsection a) above, for whatever reason, during the TENDER or evaluation process, are advised that such action may result in their disqualification from the process and removal of their name from the BIDDER'S LIST. If consultation is deemed to be necessary by the MUNICIPALITY, a pre-TENDER meeting of all BIDDERS and MUNICIPALITY staff will be arranged at a location of the MUNICIPALITIES choosing. The MUNICIPALITY reserves the right to change the deadline for submission, if necessary, to accommodate such a meeting.
- d) No officer, agent or employee of the MUNICIPALITY is authorized to verbally alter any portion of this TENDER. During the period prior to submission of TENDERS, any clarification will be issued in the form of written addenda. The BIDDER shall list and attach any addenda that were considered when the TENDER was prepared. Failure to execute and return any and all addenda issued by the MUNICIPALITY will result in the TENDER being deemed as IMPROPER.
- e) Although The Corporation of The County of Prince Edward will make every reasonable effort to ensure a BIDDER receives all addenda issued, it is the BIDDER'S ultimate responsibility to ensure all addenda have been received.
- f) All references to BIDDER shall include all staff from the proposing organization as well as all SUPPLIER/CONTRACTORS and SUB-SUPPLIER/CONTRACTORS that the

proposing organization may hire to supply the EQUIPMENT, MATERIALS AND SUPPLIES AND/OR SERVICES.

5) TENDER CONTENT

TENDERS will be deemed complete if they include:

- a) A completed and executed Form of TENDER - Agreement to Contract and Schedule of Prices, attached to this TENDER as Part D.
- b) Reference list, attached to this TENDER as Part D. BIDDERS must provide three appropriate references of a similar size and nature, including contact names and telephone numbers.
- c) List of sub-SUPPLIER/CONTRACTORS to be utilized;

If any of the above information is missing or deficient, the MUNICIPALITY reserves the right, in its sole and unfettered discretion, to request written clarification, or, if substantively remiss, to reject the TENDER in its entirety.

6) TENDER EVALUATION

TENDERS will be evaluated on the basis of information provided by the BIDDER at the time of the submission as well as the previous experience of the BIDDER in this marketplace.

- a) TENDER quality: including organization, clarity, completeness, content and presentation;
- b) BIDDER experience in similar or related projects as well as their experience with government bodies. Information shall include all items outlined in Part C;
- c) The cost effectiveness of each TENDER will be based upon the information supplied in Part C of the TENDER.

7) ACCEPTANCE OF TERMS

Each BIDDER, by submitting a TENDER, represents that the BIDDER has read, completely understands, and accepts the terms, conditions, and terms of reference of the TENDER in full.

PART B – STANDARD TERMS AND CONDITIONS

1) ACCEPTANCE

- a) As soon as practicable after opening the TENDERS, the MUNICIPALITY will endeavour to act upon them. The acceptance of a TENDER will be notice in writing signed by a duly authorized representative of the MUNICIPALITY, and no other act of the MUNICIPALITY shall constitute the acceptance of a TENDER. Acceptance of a TENDER by the MUNICIPALITY shall bind the SUPPLIER/CONTRACTOR to execute the CONTRACT.
- b) The CONTRACT shall consist of and have priority in the following order:
 - i) The Purchaser Order Contract;
 - ii) the TENDER;
 - iii) and the SUPPLIER/CONTRACTOR'S TENDER.
- c) The MUNICIPALITY may accept a TENDER in whole or in part, whether the TOTAL ACQUISITION COST be the lowest or not, and may reject any or all TENDERS. There shall be no requirement of this TENDER, implied or otherwise, that the TENDER representing the lowest TOTAL ACQUISITION COST will be selected or preferred. The TENDER process is used as a means of evaluating a number of criteria (one of which is TOTAL ACQUISITION COST). BIDDERS must submit their TENDERS in accordance with all items identified in Part A of this TENDER.
- d) The MUNICIPALITY reserves the right to award by items, groups of items, parts of items or parts of groups of items, or all items of the TENDER, and to award CONTRACTS to one or more BIDDERS; to accept or reject any TENDER in whole or in part; to waive irregularities and omissions in the MUNICIPALITIES sole and unfettered discretion, if in so doing, the best interests of the MUNICIPALITY will be served. No liability shall accrue to the MUNICIPALITY for its decision in this regard.
- e) Should the MUNICIPALITY receive only one (1) TENDER on commodities/services that have a known multiple source potential, the right is reserved to recall or cancel the competition.
- f) All TENDERS shall be irrevocable for ninety (90) days following the deadline for submission to allow sufficient time for evaluation of the TENDERS and for the investigation of the BIDDERS.
- g) Upon acceptance of a TENDER, (or any part of it), by the MUNICIPALITY, the successful BIDDER shall, if requested by the MUNICIPALITY so to do, execute and enter into an additional formal contract that is satisfactory to the MUNICIPALITY, to properly secure the CONTRACT resulting from the acceptance of a TENDER (or any part of it) and to embody indemnity and related provisions that in the opinion of the MUNICIPALITY are required to protect the MUNICIPALITY. If at any time the MUNICIPALITY, in its sole and unfettered discretion, decides that satisfactory terms and conditions cannot be realized with a successful BIDDER, the MUNICIPALITY reserves the right to enter into negotiations and finalize a CONTRACT with an alternative BIDDER or revise and reissue this TENDER or cancel this TENDER. If the MUNICIPALITY exercises such right, the successful BIDDER has no legal claim or recourse against the MUNICIPALITY, its elected officials, employees and agents for any expenses, costs, loss or damages incurred or suffered.
- h) Any notice that the MUNICIPALITY may be required or desire to give to the BIDDER shall

for all purposes be deemed to have been sufficiently and properly given if forwarded by registered mail or courier and addressed to the BIDDER at the address shown for the BIDDER on its TENDER. It shall be presumed to have been received by the BIDDER on the third day following the registration or the day following registration with the courier.

- i) No TENDER shall be accepted from any person or BIDDER who, has a claim or has instituted a legal proceeding against the MUNICIPALITY or against whom the MUNICIPALITY has a claim or has instituted a legal proceeding, without the prior approval of the MUNICIPAL Council. This applies whether the legal proceeding is related or unrelated to the subject matter of this TENDER.
- j) The Owner reserves the right to reject all TENDERS or to select a TENDER other than the TENDER having the lowest price. In making a decision as to which TENDERS to accept, The County reserves the right to consider, some or all of the following factors:
 - (1) the general reputation of the SUPPLIER/CONTRACTOR;
 - (2) any prior experience The County has had with the SUPPLIER/CONTRACTOR;
 - (3) the financial status and strength of the SUPPLIER/CONTRACTOR;
 - (4) the previous experience of the SUPPLIER/CONTRACTOR in this area;
 - (5) any previous experience between the SUPPLIER/CONTRACTOR and other municipalities;
 - (6) the proposed schedule of the SUPPLIER/CONTRACTOR;
 - (7) the Owner's determination of the ability of the SUPPLIER/CONTRACTOR to deliver the work to quality and standards required and within the time frames and in the quantities;
 - (8) any other factors that the Owner believes reasonably impact on the contract and the ability to complete the contract to the full satisfaction of the Owner.
- k) The Owner reserves the right to consider each of the factors, and to assign different weights to each of the factors based on the information received by it from each and every SUPPLIER/CONTRACTOR, from its own staff, and from outside sources, as these factors may impact on the benefit the Owner receives from this contract.

3) PURCHASING BY-LAW

- a) TENDERS will be called, received, evaluated, accepted, and processed in accordance with the MUNICIPALITY'S Purchasing By-law and Procedures. A copy of The Corporation of The County of Prince Edward's Purchasing by-Law can be retrieved from The County's web-site: www.pecounty.on.ca/purchasing.html
- b) No verbal arrangement or agreement, relating to the SERVICES specified or called for under this TENDER, will be considered binding, and every notice, advice or other communication, pertaining to it, must be in writing and signed by a duly authorized person.

4) BIDDER ELIGIBILITY

- a) BIDDERS must meet the MUNICIPALITY'S requirements for experience. The MUNICIPALITY will disqualify any BIDDER who cannot provide the following, when requested by the MUNICIPALITY:
 - i. proof that they have previously held and satisfactorily completed a supply contract

- of the size and type being proposed; or
- ii. proof of employment in the type of supply and service being proposed and written references as to their satisfactory performance; or
 - iii. adequately demonstrate that they have the ability to provide the necessary expertise and resources to satisfactorily complete the Supply CONTRACT.
- b) The MUNICIPALITY reserves the right to investigate and evaluate the experience, capability, registration and financial position of any BIDDER prior to an award of a CONTRACT. The MUNICIPALITY reserves the right to reject any BIDDER OR TENDER based on the information obtained.
- c) This TENDER is made by the BIDDER without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a TENDER for the same SERVICES, and is in all respects fair and without collusion or fraud.

5) ASSIGNMENT

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

It is understood and agreed that the BIDDER will be an independent SUPPLIER/CONTRACTOR and that all services will be performed by the employees or agents of the SUPPLIER/CONTRACTOR. Sub-contracting agreements made by the SUPPLIER/CONTRACTOR will not release the SUPPLIER/CONTRACTOR from any obligation to the MUNICIPALITY with respect to the performance of the CONTRACT.

Joint or consortium TENDERS must have one prime SUPPLIER/CONTRACTOR who will be responsible for overall project success, provide one point of contact and a single billing point. The MUNICIPALITY shall not be responsible for payment to the SUPPLIER/CONTRACTOR'S partners, SUB-SUPPLIER/CONTRACTOR or SUPPLIER/CONTRACTORS in the event the prime SUPPLIER/CONTRACTOR defaults on its responsibilities. The prime SUPPLIER/CONTRACTOR must communicate such to its partners, SUB-SUPPLIER/CONTRACTORS and SUPPLIER/CONTRACTORS. The prime SUPPLIER/CONTRACTOR must also provide the MUNICIPALITY with a written statement outlining function components that the sub-SUPPLIER/CONTRACTOR(s) will be offering. The MUNICIPALITY must grant prior written approval, in its sole and unfettered discretion, for any assignment and all SUB-SUPPLIER/CONTRACTORS.

6) 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 EQUIPMENT, MATERIALS AND SUPPLIES AND/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 EQUIPMENT, MATERIALS AND SUPPLIES (or any part of it) in respect of which any payment has been made or is to be made by the MUNICIPALITY is free of and clear of construction or other liens, attachments, claims, and demands, charges or other encumbrances.

7) PROJECT SITE WORKING CONDITIONS

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

8) PATENTS AND COPYRIGHTS

- a) The SUPPLIER/CONTRACTOR shall, at its sole expense, defend all claims, actions or proceedings against the MUNICIPALITY based on any allegations that the EQUIPMENT, MATERIALS AND SUPPLIES (or any part of it) constitutes an infringement of any patent, copyright or other proprietary right, and shall pay to the MUNICIPALITY all costs, damages, charges and expenses, including its lawyers' fees on a solicitor and his own client basis occasioned to the MUNICIPALITY in this regard.
- b) The SUPPLIER/CONTRACTOR shall pay all royalties and patent license fees required for the EQUIPMENT, MATERIALS AND SUPPLIES.
- c) If the EQUIPMENT, MATERIALS AND SUPPLIES (or any part of it) is in any action or proceeding held to constitute an infringement of any patent, copyright or other proprietary right, the SUPPLIER/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

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

11) TERMS OF PAYMENT

- a) All approved Invoices will be payable by the MUNICIPALITY within 30 days after they are received.
- b) Payments made by the MUNICIPALITY, including final payment, shall not relieve the SUPPLIER/CONTRACTOR from its obligations or liabilities under the CONTRACT.
- c) Acceptance by the SUPPLIER/CONTRACTOR of the final payment shall constitute a waiver of claims by the SUPPLIER/CONTRACTOR against the MUNICIPALITY, except those previously made in writing in accordance with the CONTRACT and still unsettled.
- d) The MUNICIPALITY shall have the right to withhold from any sum otherwise payable to the SUPPLIER/CONTRACTOR any amount sufficient to remedy any defect or deficiency in the MATERIALS/SUPPLIES OR APPLICATION OF MATERIALS/SUPPLIES, 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

- a) The MUNICIPALITY reserves the right to determine, in its sole and unfettered discretion, non-performance of the CONTRACT, including the level of quality of EQUIPMENT, MATERIALS AND SUPPLIES AND/OR SERVICES provided and further reserves the right to cancel any or all of the CONTRACT if the SUPPLIER/CONTRACTOR fails to correct deficiencies upon thirty (30) days written notice. The MUNICIPALITIES evaluation and determination in this regard shall be final and not reviewable by any court or tribunal.
- b) 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.

- c) The MUNICIPALITY reserves the right to remove from the BIDDERS' LIST (disqualify), for an indeterminate period (minimum two (2) years), the name of any BIDDER for breach of the terms and conditions of this TENDER or for unsatisfactory performance of the CONTRACT. This disqualification will apply to the terminated SUPPLIER/CONTRACTOR as the Bidder or BIDDER on future TENDERS, TENDERS or requests for TENDER or as a sub-trade to a Bidder or BIDDER on future competitions (TENDERS, PROPOSALS, or TENDERS) issued by the MUNICIPALITY. The MUNICIPALITY also reserves the right to publish the names of all disqualified SUPPLIER/CONTRACTORS in any future TENDER, TENDER 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 TENDER. No claims for EXTRA WORK, EXTRA SUPPLIES, EXTRA EQUIPMENT, EXTRA MATERIALS or EXTRA SERVICES will be entertained and any additional EQUIPMENT, MATERIALS AND SUPPLIES AND/OR SERVICES must be authorized in writing prior to commencement. Should the BIDDER require more information or clarification on any point, it must be obtained prior to the submission of the TENDER.
- b) Should any additional or any variation of any tax or duty, imposed by the Government of Canada or Province of Ontario become directly applicable to any EQUIPMENT, MATERIALS AND SUPPLIES AND/OR SERVICES, prior to delivery or completion of the EQUIPMENT, MATERIALS AND SUPPLIES AND/OR SERVICES, the appropriate increase or decrease in the price of the EQUIPMENT, MATERIALS AND SUPPLIES AND/OR SERVICES, shall be made to compensate for the change as of the effective date.
- c) The SUPPLIER/CONTRACTOR shall be responsible for the collection and remittance of all applicable taxes, and agrees to hold the MUNICIPALITY harmless in this regard.
- d) All prices bid must be in Canadian funds and shall include currently applicable customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the SUPPLIES, MATERIALS or SERVICES save and except the Harmonized Sales Tax which are extra where applicable. All applicable HST is to be included in the total price and detailed where requested.
- e) The unit price prevails in cases of discrepancies between unit prices and extensions. The MUNICIPALITY will make all necessary corrections to any TENDER that is in error through addition or extension; the corrected value prevailing, and all BIDDERS shall be bound by such corrections.

16) UNIT PRICES

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

17) DISCLOSURE

- a) Submissions of TENDERS as a result of this TENDER are in accordance with the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)*.

- b) Release of information contained in the TENDER may be requested by anyone under the *MFIPPA* unless they contain either a trade secret or information that if disclosed would result in harm to the BIDDER. This would include scientific, technical, financial or labour relations information.
- c) To prevent the release of information the BIDDER must state that the TENDER is submitted in confidence and indicate the nature of the confidential information and what harm would result from the release.

18) WITHDRAWAL OR QUALIFYING OF TENDERS

- a) If, after submission of a TENDER, a BIDDER receives an addenda issued by the MUNICIPALITY, AND the addenda content does NOT alter the original submission of that TENDER, the BIDDER shall sign the addenda and deliver it to the Purchasing Department. The addenda shall be in a sealed envelope, which clearly identifies the contents of it.
- b) The envelope shall include the following information: BIDDER'S name (or company name under which the original TENDER was submitted), the appropriate competition document reference and the addenda number.
- c) If after submission of a TENDER, a BIDDER receives an addenda issued by the MUNICIPALITY, and the information contained in the addenda DOES alter the original submission of the BIDDER, the BIDDER shall 'withdraw' its previous submission in accordance with the withdrawal procedures outline below.
- d) A BIDDER who has already submitted a TENDER may submit a further TENDER at any time up to the deadline for submission. The last TENDER received shall supersede and invalidate all TENDERS previously submitted by that BIDDER for this TENDER.
- e) A BIDDER who has submitted a TENDER may request that its TENDER be withdrawn. (Adjustments or corrections to a TENDER submitted will not be allowed). The withdrawal shall be allowed if the request is made before the deadline for submission. Withdrawal requests must be directed to the MUNICIPALITIES Purchasing Department in person. Telephone requests will not be considered. Withdrawals will be handled in accordance with the MUNICIPALITIES Purchasing By-law.

19) CONTRACT CANCELLATION

- a) The MUNICIPALITY shall have the right to cancel any uncompleted or unperformed portion of the EQUIPMENT, MATERIALS AND SUPPLIES AND/OR SERVICES or part of them. In the event of such cancellation, the MUNICIPALITY and the SUPPLIER/CONTRACTOR shall negotiate a settlement.
- b) The MUNICIPALITY shall not be liable to the SUPPLIER/CONTRACTOR for loss of anticipated profit on the cancelled portion or portions of the CONTRACT. In the event that the SUPPLIER/CONTRACTOR fails or neglects to comply with any condition outlined in the CONTRACT, the CONTRACT may be unconditionally cancelled by the MUNICIPALITY without notice.

20) 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 SUPPLIER/CONTRACTORS and SUB-SUPPLIER/CONTRACTORS. The CONTRACT shall be governed and interpreted in accordance with the laws of the Province of Ontario.

21) 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 EQUIPMENT, MATERIALS AND SUPPLIES AND/OR SERVICES; or fails to prosecute the EQUIPMENT, MATERIALS AND SUPPLIES AND/OR SERVICES with skill and diligence; or purports to assign or sublet the CONTRACT or a portion of it without the MUNICIPALITIES written consent; or refuses to correct defective EQUIPMENT, MATERIALS AND SUPPLIES AND/OR SERVICES; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the CONTRACT; then, in any such case, the MUNICIPALITY may, upon expiration of ten days from the date of written notice to the SUPPLIER/CONTRACTOR, terminate the CONTRACT.
- c) Any termination of the CONTRACT by the MUNICIPALITY, as mentioned in b) above, shall be without prejudice to any other rights or remedies the MUNICIPALITY may have.
- d) If the MUNICIPALITY terminates the CONTRACT, it is entitled to:
 - i) withhold any further payment to the SUPPLIER/CONTRACTOR until the completion of the MATERIAL or SERVICES and the expiry of all obligations under the CONTRACT; and
 - ii) recover from the SUPPLIER/CONTRACTOR any loss, damage and expense incurred by the MUNICIPALITY by reason of the SUPPLIER/CONTRACTOR'S default (which may be deducted from any monies due or becoming due to the SUPPLIER/CONTRACTOR).

22) SAMPLES

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

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

23) DECLARATIONS

- a) I/We declare that no person, firm or corporation other than the one whose signature or the signature of whose proper officers is or are attached to this TENDER, has any interest in this TENDER or in the CONTRACT.
- b) I/We further declare that this TENDER is made without any connection, knowledge, comparison of figures or arrangement with any other SUPPLIER/CONTRACTOR, firm or person making a similar TENDER and is in all respects fair and without collusion or fraud.
- c) I/We further declare that no MUNICIPALITY employee, or member of Council (or their families) is, or will become interested directly or indirectly as a contracting party or otherwise in or in the performance of the CONTRACT or in the supplies, work or business to which it relates or in any portion of the profits of it, or of any such supplies to be used therein or any of the monies to be derived from it.
- d) I/We further declare that the statements contained in the TENDER are in all respects true.
- e) I/We further declare that I/We have examined the locality, specifications and site(s) of the proposed TENDER Requirements relating to them, prepared, submitted and rendered available on behalf of the MUNICIPALITY and are hereby acknowledged to be an integral part of the CONTRACT.
- f) I/We hereby propose and offer to enter into the CONTRACT on the terms and conditions and under the provisions set forth in the TENDER, and to accept in full payment for it the sums calculated in accordance with the actual measured quantities and unit prices attached to this TENDER.
- g) I/We agree that this TENDER is an offer which is to continue open for acceptance until the placing in the mail or delivery to the address given in this TENDER of a notice of award, which shall constitute formation of the CONTRACT, or for 60 days following the TENDER closing date, whichever occurs first, and that the MUNICIPALITY may at any time within that period, and without notice, accept this TENDER whether any other TENDER had been previously accepted or not.

24) ERRORS, OMISSIONS IN THE MUNICIPALITY DOCUMENTS

The MUNICIPALITY shall not be held liable for any errors or omissions in any part of this TENDER. While the MUNICIPALITY has used considerable effort to ensure an accurate representation of information in this TENDER, the information contained in the TENDER is supplied solely as a guideline for BIDDERS. The information is not guaranteed or warranted to be accurate by the MUNICIPALITY, nor is it necessarily comprehensive or exhaustive.

25) MULTIPLE TENDERS

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

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

- each TENDER must be packaged separately.

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

26) INSURANCE REQUIREMENTS

General Liability Insurance

Prior to commencement of work the SUPPLIER must provide proof of **\$2,000,000 (two million)** General Commercial General Liability Insurance including coverage for public liability, property damage, all his trucks, vehicles and machines; also, any vehicles or equipment hired by him, and used in connection with this work. The Corporation of The County of Prince Edward must be shown as additional insured on the policy.

Automobile/Equipment Insurance, the SUPPLIER/CONTRACTOR will effect at his/her own expense (including the cost of deductibles) and maintain and keep in force during the term of this agreement, automobile/equipment insurance coverage naming The Corporation of The County of Prince Edward as an insured, including a cross-liability provision in favour of The Corporation of The County of Prince Edward, against claims for personal injury, death, property damage or loss, arising from an accident or occurrence relating to this agreement, in an amount of not less than Two Million Dollars (**\$2,000,000.00**) in respect of each claim or occurrence. The insurance policy as required herein shall be in force during the terms of the contract.

Workplace Safety & Insurance Board

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

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>



Accessibility for Ontarians with Disabilities Act (AODA)
Accessible Customer Service Training

Company Name: _____

I acknowledge that all staff employed by _____ who may undertake any duties and interact with any persons with disabilities, in the course of this company's contractual obligations with The County of Prince Edward, have reviewed a *Service Ontario video/ on-line training course* outlining the Accessibility for Ontarians with Disabilities Act (AODA) regulations.

As a principle of the contractor employed by The County of Prince Edward, I understand the municipality's requirements to comply with the Customer Service Standard. I will ensure that all future staff hired to assist with this company's contractual obligations will receive similar training as soon as they are hired, to meet these ongoing requirements.

Name: _____

Signature: _____

Date: _____

THIS MUST BE SIGNED AND SUBMITTED WITH TENDER

Scope of Work

Pressure, Level and Flow Verification/Calibration requirements:

1) Annual verifications/calibrations will be performed, as directed by the PEC (hereinafter the “County”) designate, within plus or minus thirty days of the date of last verification/calibration. Every reasonable effort will be made by The County to schedule these works as far in advance of the 60 day period as possible but it is suggested that the successful contractor take the lead and make arrangements as far in advance as possible to schedule the annual works in accordance with their business commitments. The prospective Contractors will acknowledge that The County is continually working to make operations more efficient and effective and therefore may, from time to time, request of the Ministry of Environment and Climate Change (MOECC) an approval that the above mentioned time window be moved outside of the +/- 30 days from the previous year’s work. Again, The County will make every reasonable effort to work with the successful Contractor to re-schedule, as far in advance as practical, should this variance be granted.

2) Final report outcomes of verifications/calibrations will be submitted to The County designate within two weeks of last device serviced.

3) Reports will follow the format, be fully completed and contain **all** information as specified in the attached example templates. Copies of the signed off reports will be submitted to The County designate. Reports will be reviewed and if not complete or they contain insufficient information will be returned to the contractor for correction/completion.

4) In regards to reports, preference will be given to contractors who are capable of and provide reports in digital format, specifically PDF format. Hand written, paper copies are also acceptable provided they are clear, complete and legible otherwise they will be returned to the contractor for correction of issues. Regardless, a PDF copy of each report will be required to complete section 5) below and this can be done with any modern multifunction printer/scanner.

5) The County has a digital, Cloud based work order management system. It will be expected that the selected contractor will, in addition to filing the electronic and/or printed reports with The County designate, attach a complete PDF copy of the report for each piece of equipment to the individual work orders for same. The selected contractor will be issued a “floating user” account for this with the applicable work orders populated in that account. These orders are very simple and require only that the PDF is attached to the order and is marked as “field complete” by the contractor if all is ok with the device. The orders contain a field called “Deficiency Noted” that would be checked off with comments added to the accompanying text box and this would be filled in if a part is needed or a problem exists with the instrument. Once marked “field complete” this will generate a corrective work order for follow up to ensure timely correction and completion of the work needed by both the contractor and The County designate. No special equipment is required for this procedure – any web browser equipped device will be able to access this account, i.e. pads, smart phones, desk or lap top computers with an internet connection. Orientation and training on this system will be provided to the successful Contractor.

6) A master list of the relative equipment is attached to this document as “2018 FLP Instrument Listing”, which outlines the scope of work. In the year of 2019 all equipment on this list will be verified and/or calibrated. In years following The County designate will specify the scope of work as The County sees fit or directs but will generally always include these listed items at a

minimum. Please be advised that there is one instance of CSE in regards to annual calibration / verification at The County's Lalor St pumping station in Picton. There are three pressure instruments in what is referred to as the "dissipation chamber". In this regard, please also be advised that these may require cleaning and / or removal of debris from the isolation header and / or piping, special consideration for these is recommended.

7) The contract will be for a two year period with an option for a third year at the sole discretion of The County.

8) The County reserves the right to cancel this agreement for what it deems to be non-conformance, i.e. not meeting any of the above requirements, at its discretion. In addition, the successful Contractor will be deemed The County's Essential Supply/Service provider for the requested scope of work under The County's Drinking Water Quality Management System as outlined below under "Purpose". The County reserves the right to cancel this agreement for what it deems to be non-conformance with quality assurance and procurement criteria under this specification at its sole discretion.

General instrumentation service requirements:

1) The selected service provider will be available on an emergency basis to address and repair issues with all pressure, flow and level instruments (and any other process instrumentation) on a call in basis. **Response time for these issues will be within 24 hours of notification or sooner.**

2) Preference will be given to contractors who can provide their own CSE equipment and support personnel – this will include current safe inspected equipment, PPE, current CSE training for personnel and anything else required for safe and legal CSE procedures.

Please answer the following question:

Does your firm, corporation or sole proprietorship meet the above quoted specification in its entirety? Yes _____ or No _____

If the answer to the above is no please use the space below to indicate what parts of the tendered specification you do meet.

3) With the current evolvement of devices to wireless data and operational transmission/configuration, preference will be given to contractors who can provide support services in this regard such as, but not limited to, data hosting (including historical data trending), remote configuration/troubleshooting and advanced alarming capabilities.

1.0 Purpose

The intent of this Invitation for Bid is to obtain the services of a qualified technician to perform field calibration or verification of level, pressure and flow instrumentation on an annual basis and general instrumentation services for a period of two years from **August 1, 2019 to September**

30th 2021 with an option for a third year at the sole discretion of The County.

It is **very** important to fully understand that the successful Contractor will be deemed The County's Essential Supply/Service provider for the requested scope of work under The County's Drinking Water Quality Management System (DWQMS). Essential Supply/Service providers under the DWQMS shall adhere to quality assurance and procurement criteria as specified within this scope of work and/or as communicated by The County.

The contract shall cover jobs not to exceed \$5,000 per job. Repair work exceeding this amount **may** require solicitation of bids.

2.0 Minimum Qualifications

Contractors shall employ at least one full time qualified technician with at least three to five years' experience in the trade. Apprentices (if applicable) or trainees will not be permitted to perform any work within the scope of this document unless they are personally accompanied and overseen by a qualified technician from the successful Contractors organization. In preparation of this bid it is of utmost importance that the Contractor realizes and accepts that The County will not pay for additional staff labour rates in this specific regard. Simply put, if the Contractor elects to train their staff whilst performing works for The County, it will be in accordance with the above, will follow the specifications within this document in its entirety and the cost of such training will be borne solely by the Contractor.

The contractor shall be knowledgeable with all make and models of The County's Water and Wastewater flow meters, level transmitters and pressure transmitters and possess the necessary simulation and test equipment required to verify these instruments in their entirety. A detailed list of brands and models is available and attached as part of the "2018 FLP Instrument Listing" document for Contractor reference. Contractors shall have the required certification and training for confined space entry. Contractors will be familiar with and abide by the current OH&S Act & Regulations in relation to all work performed.

3.0 Equipment

Contractors shall own and have in good repair all equipment necessary to perform the described services in particular and the equipment necessary to complete related tasks.

Preference will be given to a potential contractor that can supply all of their own CSE equipment and CSE support, i.e., currently inspected and approved CSE equipment and trained individuals for the CSE operation if and as required. At the very least the qualified technician must be trained and certified for confined space entry. The County can, if necessary, supply CSE equipment, a certified CSE attendant for standby and can make available a certified and trained CSE rescue team available for this, however, due to staff availability and / or conflicting commitments to use of the equipment this may not always be possible and / or timely.

4.0 Scope of Services:

Part 1 – Water and Wastewater Services

The successful contractor shall provide all labour, materials and equipment required to complete all assigned work for Water and Wastewater Services including verifying, calibrating, certifying, testing flow meters, pressure transmitters and level devices at all of the Water and Wastewater facilities. All conformance flow meters to be field calibrated/verified annually. Upon annual

completion of calibration and verification a detailed report on each instrument shall be provided. Each instrument will be recorded using the Asset Identification Number, facility, location at facility, instrument ID tag (if applicable), device parameters (any programming including span, offsets, size, etc.) and current totalizer reading, as found and as left, (where applicable) at a minimum.

In addition to the above and where applicable, the contractor will verify (and work with The County designate and / or facility operator to make correct) that instrument spans and other parameters are in precise agreement with the HMI's (currently GE Fanuc iFix SCADA) on an annual basis. Any changes made in this regard will be accurately and completely documented (as communicated by contractor to operator) in facility logbooks and will be reflected on the contractor's final reports.

Where possible, in relation to pressure devices, a five (5) point verification will be performed, i.e., zero, 25% 50%, 75% and 100% of range will be performed. In regards to all other devices the standard points will be confirmed in their entirety based on test instrument / platform capability / design factors.

Where possible, in relation to ultrasonic level devices, a verification of the set up in situ will be performed. If this is not possible, or practical as determined by The County designate, a simulation of the sensing element will be accepted as proof of instrument processor accuracy.

Where mechanical flow meters are concerned (vane, turbine, paddlewheel, etc.) the acceptable method of verification will be a "flow to flow" test using a calibrated electromagnetic flow instrument to confirm flow rates and volumes. In the event that a flow to flow test is not practical or possible (at the discrimination of The County designate) then a "transit time" flow meter test using an acceptable, calibrated instrument will be accepted.

The successful Contractor shall be able to start the work on August 1, 2019 and complete the work by no later than August 15, 2019 These works are conducted annually as required by legislation and must be completed plus or minus 30 days from the previous year service period. The contractor will be expected to make every reasonable effort to schedule the annual works as close as possible to the original dates over the term of this agreement.

5.0 Work Standards

All work shall be performed according to the standards of the electrical industry and to the complete satisfaction of The County. All work shall conform to the manufactures instructions.

All work performed by the Contractor shall be to a professional standard, complying with the requirements of the applicable edition of CSA, Occupational Health and Safety.

The Contractor warrants that the goods and services supplied to The County conforms in all respects to the standards set forth by Federal and Provincial agencies and failure to comply with these conditions will be considered a breach of contract. All goods and Services shall be delivered **F.O.B. destination Picton Ontario**, and shall remain the property of the Contractor until a physical inspection is made and thereafter accepted to the satisfaction of The County, in compliance with conditions and specifications described herein. All respective insurance coverage shall be the responsibility of the Contractor until acceptance is given by The County.

No Contractor is relieved from supplying all components necessary to render the goods and services fit for the use specified in the governing documents merely because detailed conditions

and specifications on the various components are not set out in the documents.

Time shall be of the essence for any orders placed as a result of this proposal. Failure of a Contractor to deliver within the time specified or within a reasonable time, as interpreted by The County, or failure to make replacements of rejected goods and services, when requested, will constitute authority for The County to cancel such orders or any part thereof, without obligation, or will constitute authority for The County of Prince Edward to purchase in the open market to replace the goods and services rejected or not delivered. The County reserves the right to authorize immediate purchases in the open market against rejections on any contract when necessary. On all such purchases, the Contractor agrees to promptly reimburse The County for the excess costs occasioned by such purchases. Such purchases may be deducted from the contract quantities.

The submission of a proposal shall be deemed proof that the Contractor has satisfied himself/herself as to all the provisions of the proposal, all the conditions which may be encountered, what goods and services he/she will be required to supply, or any other matter which may enter into the carrying out of supply of goods and services referred to in the proposal, and no claims will be entertained by The County based on the assertion by the Contractor that he/she was ununiformed as to any of the requirements of the proposal.

6.0 Charges

Due to budgetary considerations and in relation to annual verification/ calibrations preference will be given to contractors who propose a **flat rate** fee per instrument type. In that spirit contractors need to consider, in addition to labour, equipment and consumables, a) the time it takes to travel to all relevant facilities throughout The County and b) the time it takes to comply with the reporting requirements in full. A map indicating the locations of these facilities is included as an attachment in this document for Contractor reference.

In regards to general services and, due to the infrequent nature of that requirement, The County will consider proposals for hourly rates, equipment rentals (if deemed necessary by The County designate) and travel time. Prospective Contractors will provide hourly labour rates for normal business hours (07:00 through 16:30), rates for after normal business hours, rates for weekend work and rates for statutory holidays. In addition, proposals will include labour rates for travel time (if different from normal labour rates) as well as a rate for distance travel in kilometers. The County will **only** consider travel labour rates and distance charges from and to the most local home office of the successful Contractor and the affected County facility unless otherwise agreed to by the Director of W&WW Services or their designate. An example of this would be the need for specialists / experts / additional specialized services from another division or satellite location of the Contractors company.

Please answer the following questions:

	Yes or No
1) Are the amounts quoted for annual calibration flat rate fees, i.e., there are no mileage or travel charges on top of these rates?	
2) If the answer to question 1) above is "No", do you intend on charging labour rates for travel?	
3) If the answer to question 1) above is "No", do you intend on charging mileage?	
4) If the answer to 2) and / or 3) above is "Yes" is that applicable from shop to shop?	
5) If the answer to 2) and / or 3) above is "Yes" is that applicable one way only from shop?	

Please complete the following table:

Labour rates for time periods per year (\$/hr)	2019	2020	2021
Normal Business Hours (07:00 thru 16:30)			
Outside Normal Business Hours (16:31 thru 06:59)			
Saturday			
Sunday			
Statutory Holidays			
Travel Rate (if different than above)			

7.0 Estimates

Contractor **MAY BE REQUIRED** to provide written not to exceed (commonly known as “upset limit”) estimates on some projects except on emergencies. This estimate shall include the estimated number of hours, hourly rate, number and types of employees required, estimated material cost and number of calendar days required for project completion. Contractor shall respond to requests for estimates for non-emergency work within two days and provide written estimates within five days. It shall be the contractor’s responsibility to ensure they have all information to prepare accurate estimates.

8.0 Safety

All contractors and subcontractors performing service for The County are required and shall comply with the Occupational Health and Safety Act. Also all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

The successful contractor will complete The County of Prince Edward Contractor’s Accountability Health and Safety forms with The Director of W&WW Services before work can commence.

9.0 Workmanship and Inspection

All work under the resulting contract shall be performed in a skilful and professional manner. The County may serve the contractor with written notice to remove a contractor employee or employees from any job for any reason The County sees fit. Examples of why this may be implemented include, but are not limited to, unsafe work practices, incompetence, tardiness, etc. Further, The County may from time to time, make inspections of the work performed under this contract. Any inspection by The County does not relieve the Contractors from any responsibility regarding defective parts, equipment or service.

10. Clean-Up

The Contractor shall be responsible for removing all debris from the site and cleaning affected areas. Contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon requested by The County's representative, shall remove such debris and materials from the property. The Contractor shall leave all affected areas as they were prior to beginning work.

11. Warranty/Guarantee

Replacement service parts and fixtures shall be new and warranted for ninety days. Any option for pre-owned or used parts, devices or part thereof will be clearly communicated to The County designate and will only be used at the sole discretion of The County designate. In relation to these repair services all labour for repairs shall have a 90-day warranty.

Any new devices supplied shall be subject to full manufacturer's warranty. In relation to new devices labour and workmanship will be warranted for a period of one year from completion of work / installation.

12. Repair Work

Repair work shall be performed at the site unless, by the nature of the required repairs, it would be necessary to move a component to the Contractor's shop, or specialist shop, for repair. If unit is to be down for more than twelve hours, The County will be advised and informed of the nature of repairs. The County reserves the right to out-source services and/or parts if downtime exceeds twelve hours, or the Contractor is unable to obtain replacement parts/components within twelve hours. Should the Contractor deem this necessary it will be at the sole decision of the Director or their designate as to whether this would proceed or alternative action be taken. If unit is to be down for more than twelve hours, The County will be advised and informed of the nature of repairs and the reason for the excess.

13. Protection of Property

The contractor(s) shall make necessary repairs to in such a manner that does not damage equipment. In the event damage occurs to equipment by reason of any repairs or work performed under this Contract, the Contractor shall replace or repair the same at no cost to The County. If damage caused by the Contractor has to be repaired or replaced by The County the cost of such work shall be deducted from the monies due to the Contractor.

14. Unsatisfactory Work

In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by The County and be given seven calendar days to correct the work. There will be no cost to The County for re-works.

15. Employees of the Contractor

No one except authorized employees of the Contractor are allowed on worksite premises. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants or any other person unless said person is an authorized employee of the Contractor. All Contractor employees must display an identifier of the company at all times. This can be in the form of a badge, shirt, vest, hat, etc., but must not be obscured.

An exception to the above may be authorized by the Director or their designate for non-Contractor personnel such as Contractors, engineers, equipment manufacturer representatives, equipment specialists and / or support services, etc. This would be on a case by case basis with the necessity of the requirement determined at the sole discretion of The County.

16. Retention of Records

The Contractor(s) agrees to retain all financial books, records, and other documents relevant to this Contract for seven years after final payment or until after the resolution of any audit questions which could be more than seven years, whichever is longer.

17. County's Responsibilities

The County's representative shall be responsible for:

Instructing the Contractor(s) of what the work consists of and equipment which may be needed when applicable.

Materials or equipment installed shall be invoiced at contractor's actual cost and all discounts offered by their supplier shall be shown, plus the parts markup percentage (if any, in %) stated within the contractor's submission document. Material prices are subject to verification. The County may, at its option, furnish the materials or equipment.

18. Evaluation Criteria

The evaluation of this bid will be based on the following factors. The criteria are listed in order of their relative importance.

- Cost
- Experience/Capabilities
- Ability to meet the specific criteria mentioned in the preceding outline
- References

19. Payment Terms

Payment will be made after satisfactory completion of the work. Submit invoices, along with signed work report "Record of Time and Material for each job performed" to **Water and Wastewater Services, 332 Main Street, Picton, Ontario, K0K 2T0.**

THE INVOICE MUST SHOW

- The Term Contract Purchase Order Number
- Facility Serviced
- Breakdown of Material and Cost
- Breakdown of Labour

Payment will be made after satisfactory completion of the work. Should any bill contain work not yet accepted, The County will deduct that amount from the invoice and pay the remainder.

Material prices are subject to verification by The County's **Purchasing Department.**

20. Contractor's Qualifications

Each Contractor is requested to submit with their bid, the following information:

- 21.1 A statement showing that the Contractor and staff have the qualifications (**IF APPLICABLE**) **ATTACH A COPY OF THE LICENSE**, experience and ability to perform, and has been actively and regularly engaged in the business performing the type of work described herein for a minimum of three years.
- 21.2 A list of three satisfactory references, including the names, and telephone number and an e-mail address (if available) of a contact person for each.
- 21.3 The contractor shall have required certification and training that meets or exceeds provincial standards for confined space entry.

21. Award Status

The County intends to issue a two year award to one Contractor. Upon the mutual agreement of the Contractor and The County, the award may be extended for one additional year.

22. Protection of Materials

It shall be the sole responsibility of the Contractor performing services for this contract to safeguard their own materials, tools and equipment. The County shall not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment.

The Contractor shall obtain the permission of the using institution's representative regarding any needed storage of materials and equipment. Such storage shall be done in such a manner as not to interfere with the building schedule. Contractor shall be held responsible for any and all accidents caused by negligence from this source. The using institution does not accept responsibility for losses of material or equipment regardless of approval to store in any of the using institution's facilities or grounds.

23. Proof of Financial and Business Capability

Contractors may be required to furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The County will make the final determination as to the Contractor's ability.

24. Sub-Contracting

It is mutually agreed and understood that the successful contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or their right, or interest therein, or their power to execute such contract, to any other person, firm, company or corporation without the previous written consent of The County of Prince Edward.

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

CONTRACT NUMBER: **RFT # 2018-EDW-63**

PROJECT TITLE: Water and Wastewater Instrumentation Field Calibration Verification

SUBMITTED TO: THE CORPORATION OF THE COUNTY OF PRINCE EDWARD

I/We, _____
(Company Name)

of _____
(Business Address)

having examined the TENDER including all information to BIDDERS, general terms and conditions, terms of reference, appendices and specifications as issued by THE CORPORATION OF THE COUNTY OF PRINCE EDWARD and including Addenda number to ___ and having visited the Site, hereby offer and agree to enter into a Contract to supply the EQUIPMENT, MATERIALS AND SUPPLIES AND SERVICES required by this TENDER at the costs detailed in the Schedule of Prices 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 **TENDER # 2018-EW-63** for as described in this TENDER for the price(s) shown on the Schedule of Prices attached to it. Furthermore, it is certified that the undersigned is/are authorized and empowered to sign and submit this TENDER.

I/We, hereby provide this TENDER and agree to supply and apply to The Corporation of The County of Prince Edward, F.O.B. 37 Church Street, Picton, Ontario, for the supply of all materials and application(s) of for the Corporation of The County of Prince Edward, Picton, ON as detailed herein, using appropriate application methods as specified in this TENDER.

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

The SUPPLIER/CONTRACTOR hereby offers to complete the work specified in the TENDER at the following prices, with Goods and Services Tax shown separately. Provincial Sales Tax is to be included in the unit prices bid where applicable.

This TENDER is irrevocable and is to continue open to acceptance by the MUNICIPALITY for a period of ninety (90) calendar days after the date and time set for submission of the TENDER.

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

Schedule of Prices – TENDER #2018-EDW-63

Part 1 – Water and Wastewater Services

PRICING FOR 2019

Annual TENDER 2019	
Cost per Instrument	
Mag Meter	\$
Impeller Type Flow Meter	\$
Ultra Sonic Level Transmitter	\$
Level Transmitter	\$
Pressure Transmitter	\$
Travel Expenses	
Mileage per KM	\$
Lodging per day	\$
Other Expenses	\$

PRICING FOR 2020

Annual TENDER 2020	
Cost per Instrument	
Mag Meter	\$
Impeller Type Flow Meter	\$
Ultra Sonic Level Transmitter	\$
Level Transmitter	\$
Pressure Transmitter	\$
Travel Expenses	
Mileage per KM	\$
Lodging per day	\$
Other Expenses	\$

PRICING FOR 2021

Annual TENDER 2021	
Cost per Instrument	
Mag Meter	\$
Impeller Type Flow Meter	\$
Ultra Sonic Level Transmitter	\$
Level Transmitter	\$
Pressure Transmitter	\$
Travel Expenses	
Mileage per KM	\$
Lodging per day	\$
Other Expenses	\$

Does your company have a service call charge, in addition to time and material Charges? The county interprets this as meaning “Is there a charge for requesting a service call on top of hourly rates and mileage”? Some services refer to this as a “mobilization” charge. In that context, please answer the following two questions:

1) Does your company have a service call charge, in addition to time and material charges?	Yes/No
--	--------

2) If the answer to 1) directly above is "Yes" then please state charge per service call.	\$/Call
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Additional work will be authorized by the Director of Water and Wastewater Services or delegate on an as required basis.

Unit prices shall be inclusive of all costs to delivery and install as specified in this TENDER and in full conformity with the specifications and information to bidders attached hereto, all duty, exchange, freight, transportation Harmonized Sales Tax or other charges fully paid for the prices shown hereunder. Item rates will stay the same as tendered for additional work not included in this contract until September of 2021.

H.S.T. SHALL BE SHOWN SEPARATELY AS INDICATED.

Contractors HST # _____

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

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

Company: _____
(Name)

(Street Address or Postal Box Number)

(MUNICIPALITY, Province, and Postal Code)

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

Print Name and Title: _____

Dated at _____ this _____ day of _____, 2018

The Corporation of The County of Prince Edward
332 Main Street, K0K 2T0
(To be completed by Municipal Employee)

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

Print Name and Title: _____

Dated at _____ this _____ day of _____, 2018

PART D - REFERENCE INFORMATION

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

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

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

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

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

Company/BIDDER

Authorized Signature

Date

EQUIPMENT, MATERIAL AND SUB-SUPPLIER/CONTRACTORS FORM

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

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

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

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

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

(Glue or Tape to outside of Submission Envelope)

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

	<u>RFT 2018-EDW-63</u>	
<u>Submitted By</u> (Insert company Name)		
<u>OFFICE USE ONLY</u>		
Received By: (Name of Staff)		
Date/Time: <u>2nd floor Clerk's Office</u>		
<u>IF LATE – NAME AND SIGNATURE OF PERSON DELIVERING</u>		
	(Print Name)	Signature)