

## Snow Clearing of Municipal Buildings, Fire Hydrants, and Lift Stations

Request for Quotes
Addendum # 3

Issued: November 2, 2016 Closing: November 10, 2016

Be advised that the following two additional municipal properties are being added to the above RFQ for the 2016/2017 winter season:

#### Cody Banks Arena – 58 Maple Avenue, Charlottetown, PE

#### **Includes**

- clearing fire lane circling around back of arena
- moving snow collected into field area behind arena
- snow is piled, not removed from the site
- includes parking area in front of recreation hall, this snow cannot be piled onto fence in front of recreation hall
- includes 2 overhead doors and Zamboni dumping area in back of building
- snow is piled on grass area behind recreation hall
- no snow to be piled on Island between parking lot and Maple Avenue or in front of Sherwood Rec Hall
- salting and/or sanding of parking lot only and as directed by the Arena Superintendent or his designate

#### Simmons Sports Centre - 170 North River Road, Charlottetown, PE

#### **Includes**

- entrance way to the lot off North River Rd.
- does not include part of lot next to school
- lane on north end leading to Zamboni overhead door, exit doors on front and back of building and fuel delivery entrance/lane at the back of building
- includes all other man exit doors/entrances to building
- snow can be blown or piled over the guard rail
- salting and/or sanding of parking lot only as directed by the Arena Superintendent or his designate

If you are submitting a bid on either one or both of the above properties, please add the name()s and bid amount(s) to the Public Works section of the bid form (page 9 of the RFQ) after the bid for the Police Station.



# Snow Clearing of Municipal Buildings, Fire Hydrants, and Lift Stations

Request for Quotes
Addendum # 2

Issued: October 31, 2016 Closing: November 10, 2016

The following are the successful bidders and their bid amounts for the 2015/2016 winter season as awarded by Charlottetown City Council in November 2015:

Tender	<b>Closing Date</b>	Awarded To	Amount	
	Сотрапу		Taxes Included	
Snow Clearing of Municipal Properties and Fire Hydrants	November 4, 2015	Public Works Sherwood Civic Building – W M M (1993) Ltd.	\$ 4,833.60	
		West Royalty Civic Building – W M M (1993) Ltd.	\$ 3,123.60	
		East Royalty Civic Building – W M M (1993) Ltd.	\$ 3,123.60	
		Hillsborough Civic Building – W M M (1993) Ltd.	\$ 2,553.60	
		Kirkwood Dr. Police Station – W M M (1993) Ltd.	\$ 5,380.80	
		J Elmer Blanchard Building – C & W Snow Removal	\$ 1,590.30	
		Water/Sewer Section 1 – Lea MacDonald Construction	\$ 68.40 hourly	
		Section 2 – Barry Murphy	\$ 66.12 hourly	
		Section 3 – MacKinnon's Trucking	\$ 63.84 hourly	

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# Snow Clearing of Municipal Buildings, Fire Hydrants, and Lift Stations

Request for Quotes
Addendum # 1

Issued: October 31, 2016 Closing: November 10, 2016

This addendum is being issued to inform bidders that it is not required that you bid on all municipal property locations or Sections 1-6 (fire hydrants and lift stations) specified in the Request for Quotes in order to submit a quote. Each bidder may bid on any or all of the municipal property locations or specified "Sections 1-6" in the document, provided that, you bid on all fire hydrant / lift station locations within a particular Section. For those municipal property locations and Sections 1-6 for which you are not submitting a bid, please write "NO BID" in the space provided.



## **REQUEST FOR QUOTATIONS**

# SNOW CLEARING OF MUNICIPAL PROPERTIES, FIRE HYDRANTS AND LIFT STATIONS

**OCTOBER 2016** 

## SNOW CLEARING OF MUNICIPAL PROPERTIES, FIRE HYDRANTS, AND LIFT STATIONS

Quotes shall be submitted by completing this document and placing it in a sealed envelope, clearly marked on the outside, "RFQ – Snow Clearing of Municipal Properties, Fire Hydrants, and Lift Stations; Controller; 3rd Floor City Hall", and must be received by the Controller before 2:00:00 pm local time on Thursday, November 10th, 2016. Quotes received after the time so indicated shall be returned unopened. It is the responsibility of the bidder to ensure their submission is received by the aforementioned deadline.

Any addenda will be posted on the City of Charlottetown website <u>www.charlottetown.ca/tenders.php</u>. Bidders are responsible for checking the website for proposal/quote/tender notices, documents, and addenda. The City is not responsible for ensuring bidders have obtained addenda.

A minimum of two (2) hard copies of the submission documents is required. No fax, email or electronic documents will be accepted as the sole method of submission. An identical electronic copy (PDF or Microsoft WORD) accompanying the hard copy of the quote would be appreciated. It is the proponent's responsibility to ensure that the hard copies of their submission are received prior to the deadline noted above. There will be no public opening of proposals received. The awarding of a contract, if any, resulting from this Request for Quotes, shall be done, upon approval by City Council, as soon as practical after proposal evaluations have been completed. The successful bidder(s) and the respective details will be posted on the City's awards webpage at <a href="https://www.charlottetown.ca/awards.php">www.charlottetown.ca/awards.php</a>.

This Request for Quotations (RFQ) creates no obligation on the part of the City of Charlottetown to award the contract or to reimburse bidders for RFQ preparation expenses. The City of Charlottetown reserves the right to accept or reject any and all quotes, in whole or in part, received as a result of this request, and to negotiate in any manner necessary to best serve the interest of the City. The decision as to which quote best satisfies the needs of the City rests solely with the City and any decision is not open to appeal. Submissions will not be evaluated if the bidder's current or past corporate or other interests may, in the City's opinion, give rise to a conflict in connection with this project.

At the election of the City, whether or not a bid or bidder otherwise satisfies the requirements of the Request for Quote, the City may reject summarily any quote received from a corporation or other person which has been anywise involved in litigation, arbitration or alternative dispute resolution with the City within the five (5) year period immediately preceding the date on which the request for quotations was published.

The City's evaluation may include information provided by the bidder's references and may also consider the bidder's past performance on previous contracts with the City or other institutions.

The City may prohibit a bidder from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, and such inappropriate conduct shall include but not be limited to the following: (a) the submission of quotations containing misrepresentations or any other inaccurate, misleading or incomplete information; (b) the refusal of the bidder to honour its pricing or other commitments made in its proposal; or (c) any other conduct, situation or circumstance, as solely determined by the City.

A Bidder who has already submitted a bid may submit a further bid at any time up to the official closing time. The last submission received shall supersede and invalidate all submissions previously submitted by that bidder City Of Charlottetown

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for this RFQ. Any bidder may withdraw or qualify his/her submission at any time up to the official closing time by re-submitting a new bid to the City. The time and date of receipt will be marked thereon and the new submission will be placed in the tender box. The new submission shall be marked on the sealed envelope by the Bidder as "Resubmission #" along with the name of the RFQ and to the attention of the Controller, as noted above in the RFQ. Bids may be withdrawn at any time prior to opening upon written request from the bidder. Negligence on the part of the bidder in preparing his/her bid shall not constitute a right to withdraw a bid subsequent to the bid opening.

Any potential conflict of interest must be disclosed to the City in writing. Any conflict of interest identified will be considered and evaluated by the City. The City has the sole discretion to take the steps they deem necessary to resolve the conflict. If, during the term of the Contract, a conflict or risk of conflict of interest arises, the Contractor will notify the City immediately in writing of that conflict or risk and take any steps that the City reasonably requires to resolve the conflict or deal with the risk.

The RFQ shall be awarded upon approval by City Council as soon as practical after the bid opening. The award will be posted on the awards page of the City's website.

Unless specified otherwise, City refers to both the Utility and Public Works Department.

All questions in respect of this RFQ must be addressed in writing to Stephen Wedlock, Controller at <a href="mailto:swedlock@charlottetown.ca">swedlock@charlottetown.ca</a>. Questions must be received prior to three (3) business days before the close date of this RFQ.

#### **PURPOSE**

The **purpose of this Request for Quotes** is to select a vendor(s) to provide snow removal services at the City Municipal Buildings as well as locations of hydrants and utility lift stations throughout the City of Charlottetown. Specifications as to the locations of these properties are part of this RFQ document.

#### The bidder understands and agrees to the following provisions of this request for quotes:

- 1. The City reserves the right to request the inspection of any and all equipment a bidder intends to use at the City Works Facility by a City representative before being accepted by the City. If, in the City's opinion, the equipment is not in good condition or running order, or not meeting the City requirements, then the City will not accept the bidder's quote and no money will be paid to the bidder;
- 2. The equipment that is supplied to the City will be in, and will be maintained in, good mechanical condition and the cost of all maintenance and repairs is the responsibility of the bidder;
- 3. The cost of fuel, lubricants, chains, and all other operational necessities as well as any repairs necessary to maintain the equipment in safe working order are the responsibility of the bidder;
- 4. Experienced, licensed, well-qualified operators will be provided to operate the equipment, the cost of which will be included in the quoted rental rates. Proof of adequate Worker's Compensation coverage will be required. Should the bidder not be registered or covered by the Worker Compensation Act of PEI, the bidder shall reimburse the City for any assessments levied upon it (City of Charlottetown) by the Worker's Compensation Board;
- 5. A copy of the Comprehensive General Liability Insurance covering the legal liability of the bidder for injuries to, or death of, persons and/or damage to property of others for limits of not less than two million dollars (\$2,000,000.00) per occurrence for bodily injury and property damage with an insurer and in a form satisfactory to the Department Manager will be furnished. Such insurance shall have the City of Charlottetown as a certified additional insured and shall contain cross liability coverage and preclude subrogation by the insured against the City of Charlottetown;
- 6. The bidder shall ensure that all machines are properly registered, inspected and fully equipped throughout the term of the agreement;
- 7. The City of Charlottetown reserves the right to cancel any agreement on the basis of poor performance. The City shall be the sole judge of such performance. The City reserves the right to reject any or all quotes or to accept any quote or portion thereof;
- 8. The City reserves the right to reject any equipment or operator if appropriate level of service is not received during the term of this contract;
- 9. Should additional areas be listed, the City reserves the right to negotiate a cost for snow clearing from same. The City reserves the right to cancel agreements for properties sold or decommissioned during the term of the agreement, paying for any outstanding services on a prorated basis;
- 10. The bidder agrees that this quote is made only after carrying out a close examination of the sites of the work as indicated in Appendix "A" and Appendix "B";
- 11. The bidder agrees that the quote is valid for a period of thirty-five (35) days following the closing date of quote submissions;
- 12. Any submitted quote shall only be deemed as accepted when resolutioned by City Council and the terms

and conditions outlined in this Request for Quotations shall become the terms and conditions of that awarded agreement;

- 13. Bidders must present quotes on the attached form and may submit quotes on all or any of the municipal lots as outlined in in the Appendices. Each property will be awarded individually;
- 14. The bidder must list the equipment that will be used in this work ensuring that the supplied schedule is completed in its entirety;
- 15. It shall be the sole responsibility of the undersigned to submit any applications, reports, payments or contributions with respect to Income Tax, Canada Pension Plan, Employment Insurance, Goods and Services Tax or any other similar matter which may be required by law to be made by the undersigned as an independent contractor in connection with the services to be performed under this Contract.
- 16. It shall be the sole responsibility of the undersigned to comply with all Federal, Provincial and Municipal legislation, which may have application to the services being performed under this Contract.
- 17. The City reserves the right to reject any or all quotations, not necessarily accept the lowest quotation, or to accept any quotation, which it may consider to be in the best interest of the City. The City also reserves the right to waive, any technical or formal irregularity in any quotation.
- 18. The undersigned shall not sublet or assign this Agreement or any portion of the work to be performed thereunder without obtaining, in advance, the written permission of the City. The decision to permit a sublet or assignment of this Agreement or any portion of the work thereunder shall be at the sole discretion of the City.
- 19. This Contract shall ensure to the benefit of and be binding upon the parties hereto, their executors, administrators, successors and assigns.
- 20. This Contract constitutes and expresses the entire agreement of the parties hereto and any amendment or addition thereto shall be in writing and signed by the respective parties.
- 21. Contract will commence from date of award until last snowfall of the season.

#### **Municipal Properties Specific Details:**

- The City agrees to pay the successful bidder on a monthly basis, upon receipt of an invoice, one-fifth (1/5) of the quoted amount, the first payment period ending December 31st. These five (5) payments shall be for service for the whole winter season from first snowfall to last snowfall. Vendors are advised that the City has now moved to electronic payments on goods and services provided to the City. Payment of invoices will be made by way of Electronic Funds Transfer (EFT). The successful bidder will be required to provide the necessary banking information for registration on the City's system.
- Agreements will be awarded for the 2016-2017 winter season based on the submitted prices. The
  equipment and operators will be available for the full duration of this period. The City reserves the
  right to extend an agreement on a per season basis for an extra year to the 2017/18 season for the
  Public Works' Municipal Buildings. Any agreement extension will occur upon evaluation by the

#### RFQ - Snow Clearing Of Municipal Properties, Fire Hydrants, And Lift Stations

City of the applicability of the contract in City operations, the contractors previous season performance and in consultation with the successful bidder. The bidder will not have the unilateral ability to determine if an extension should be made. The timeline for confirming an extension shall be October 31 of each year. To alleviate concerns regarding possible changes in fuel prices or other factors which may occur in the future and that are unknown at this time of submission, the rates for the extended seasons would be as bid in this Request for Quotations with adjustments made per PEI Consumer Price Index changes as outlined below.

- If an extension to the contract is made, the payment rate will be adjusted in subsequent seasons based on the PEI Consumer Price Index (CPI) as reported by Statistics Canada. The actual indicator used will be the 'transportation' component of Prince Edward Island's index, this being the most relative factor to the service supplied (located at <a href="http://www.statcan.gc.ca/tables-tableaux/sum-som/l01/cst01/cpis01c-eng.htm">http://www.statcan.gc.ca/tables-tableaux/sum-som/l01/cst01/cpis01c-eng.htm</a>). As the original submissions are essentially based on September 2016 conditions, the basis for adjustment of extension season payments shall be the Sept/15 to Aug/16 average of the Transportation CPI for PEI.
- If an extension is made to continue a successful submission to the 2017/2018 season, the published information for the PEI 'transportation' CPI from Sept/16 to Aug/17 will be utilized. This will indicate the percent change from previous year average. This percentage factor will be applied to the original submitted rate and the adjustment, either an increase or decrease, will be performed. This adjusted rate shall become the payment rate for the whole for the 2017/18 season.
- The annual rate increase or decrease will be capped at 6.0%. Once a rate has been set at the start of a season, either by submission or by CPI adjustment, this single rate shall remain in effect for the whole of that season.
- Snow will be cleared from all of the areas awarded to the bidder as per the attached Appendix "A" after a minimum snowfall of two and one-half centimetres (2.5 cm) or if necessary after the accumulation of two and one-half centimetres (2.5 cm). Snowfall amounts shall be determined as per the Environment Canada Weather Office;
- Snow clearing shall commence within one (1) hour of accumulation as per the above specifications;
- Please note that there are two locations requiring twenty- four (24) hour access and are high priority for clearing snow as locations are open at all times. These locations are:
  - Sherwood Civic Building 152 St. Peter's Road
  - Police Station 10 Kirkwood Drive

#### **Hydrants and Lift Station Specific Details:**

- Equipment shall be called in as required and payment will be based on an hourly rate while equipment is in use.
- Vendors are responsible for sending in documentation (invoices, etc) for services rendered for payment. Dates and hours worked on each date along with location of services provided are required to be submitted before payment is made.
- After a severe winter storm, the equipment may be requested to respond to a different section(s).
- Hydrants and Sewer Lift Stations have been broken down by section based on geographical location.
   Please note there are approximately 170 hydrants per section, it is the bidder's responsibility to

RFQ - Snow Clearing Of Municipal Properties, Fire Hydrants, And Lift Stations

**know the hydrant locations and numbers in each section bid**. Sections are broken down as follows (a map of each section can be found in **Appendix B** of this RFQ):

### **SECTION DETAILS**

#### 1) Section #(1)- Hydrants + 7- Sewer Lift Stations

- 1. 14 Queen Elizabeth Dr. Sewer Station- 2 driveways
- 2. 13 Fitzroy St. Sewer Station
- 3. 7 Havilland St. (Navy Quay) Sewer Station
- 4. 4 S Prince St. (Founders Hall) Sewer Station
- 5. 278 Dorchester St. Sewer Station Note: This address needs to be changed on the map below
- 6. 360 Grafton Street Sewer Station
- 7. 76 Park Street Sewer Station

#### 2) <u>Section # (2) Hydrants + 2 Sewer Lift Stations</u>

- 1. 436 North River Road Sewer Station
- 2. 20 Desbrisay Crescent Sewer Station

#### 3) Section #(3) Hydrants +11-Sewer Lift Stations + 1-Water Station

- 1. 397 Capital Drive- (North River Causeway Sewer Station)
- 2. 17 Hillstrom Ave,- Monitoring Station in front of BioVectra (previously Diagnostic Chemicals)
- 3. 40 Donald Drive Sewer Station
- 4. 41 Hurry Road Sewer Station
- 5. 220 Royalty Road Sewer Station
- 6. 198 Sleepy Hollow Road Sewer Station
- 7. 275 Sleepy Hollow Road Sewer Station
- 8. 550 Lower Malpeque Road Water Station
- 9. 907 Lower Malpeque Road Sewer Station
- 10. 24 Parricus Mead Dr Sewer Station
- 11. 33 Sherwood Rd. Sewer Flume
- 12. 55 Malpeque Rd. Water Station & 1 Hydrant

#### 4) Section #(4) Hydrants + 3-Sewer Lift Stations + 1-Water Station

- 1. 293 Allen Street Sewer Station
- 2. 17 Walker Drive Sewer Station
- 3. 44 Greensview Drive Sewer Station
- 4. 178 Mt. Edward Rd. Water Station

#### 5) Section #(5) Hydrants + 4-Sewer Lift Stations

- 1. 11 Aviation Dr Sewer Station
- 2. 19 Alena Court Sewer Station
- 3. 540 St. Peters Rd. Sewer Station
- 4. 44 Bonnie Blink Dr. East Royalty Lagoon

#### 6) Both Sections #(6) Hydrants + 5-Sewer Lift Stations

- 1. 29 West Heaven Crescent Sewer Station
- 2. 110 Parkside Drive Sewer Station
- 3. 2 River Ridge Dr. Sewer Station
- 4. 73 Mariner Drive(Riverview Estates) Sewer Station
- 5. 170 Beach Grove Road Sewer Station

#### • Equipment Required

- Equipment required for Section #1 Industrial Loader/Backhoe, c/w amber flashing roof light.
- Equipment required for Sections # 2, 3, 4, 5 & 6 Industrial Blower (only) c/w Front Bucket and amber flashing roof light.
- The City reserves the right to extend an agreement on a per season basis for an extra year to the 2017/18 season for the Utility Fire Hydrants, Sewer Lift Stations, and Water Stations at the submitted price without adjustment for CPI, if agreed by the Vendor.

RFQ - Snow Clearing Of Municipal Properties, Fire Hydrants, And Lift Stations

### QUOTE FORM SNOW CLEARING OF MUNICIPAL PROPERTIES

City of Charlottetown City Hall Charlottetown, Prince Edward Island

#### **ATTENTION: CONTROLLER**

The undersigned submits the following lump sum prices to the City of Charlottetown for snow clearing services for the 2016-2017 season for the property locations listed below, with possible extension to the 2017-2018 season:

Public Works	2016-2017 Base Season Price	HST	TOTAL (all taxes incl.)
Sherwood Civic Building - 152 St. Peter's Rd			
West Royalty Civic Building - 1 Kirkdale Rd			
East Royalty Civic Building - 1 Avonlea Dr			
Hillsborough Park Civic Building - 199 Patterson Dr			
J. Elmer Blanchard Building - 31 Gordon Dr			
Police Station -10 Kirkwood Dr			
Utility	Operating Rate/Hr	HST	TOTAL (all taxes incl.)
Section 1 – Hydrants and Lift Stations			
Section 2 – Hydrants and Lift Stations			
Section 3 – Hydrants, Lift Stations, & Water Stations			
Section 4 – Hydrants, Lift Stations, & Water Stations			
Section 5 – Hydrants and Lift Stations			
Both Sections 6 – Hydrants and Lift Stations			

## **Equipment to be used:**

MAKE	MODEL	YEAR	ATTACHMENTS	CONDITION

C					
Contact Per	rson	(Printed)			
Address					Affix Corporate Seal
	Street Address				(If Applicable)
	City		Province	Postal Code	
Phone		Fax			
Email					
Signed					

Sherwood Civic Building - 152 St. Peter's Rd



plow rear lot to southeast corner

West Royalty Civic Building - 1 Kirkdale Rd

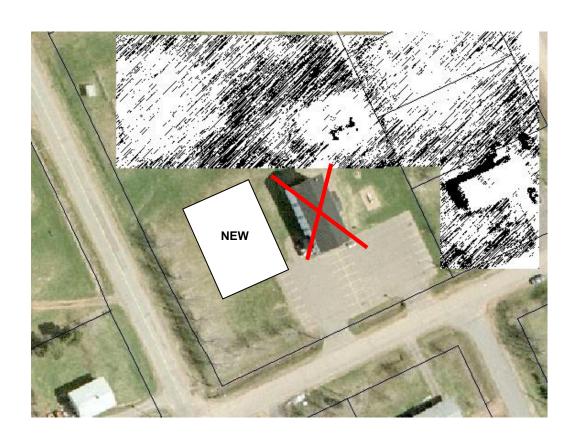


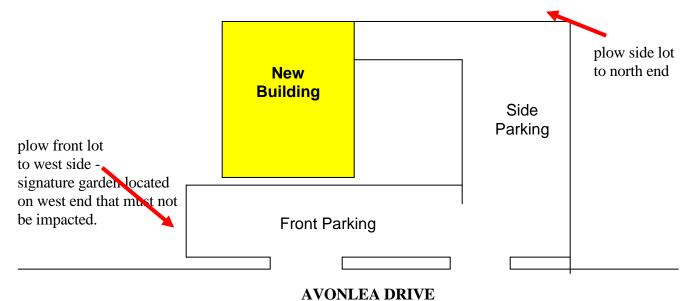
plow Kirkdale lots to west end – please note there is a playground and gazebo located on the west end that must not be impacted

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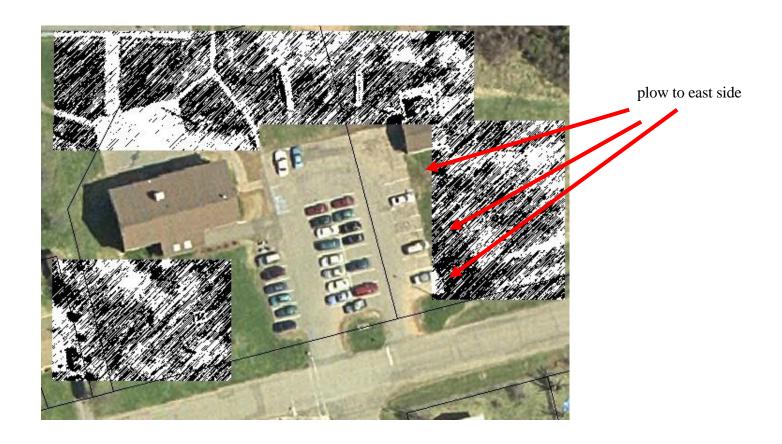
### **APPENDIX "A"**

East Royalty Civic Building - 1 Avonlea Dr

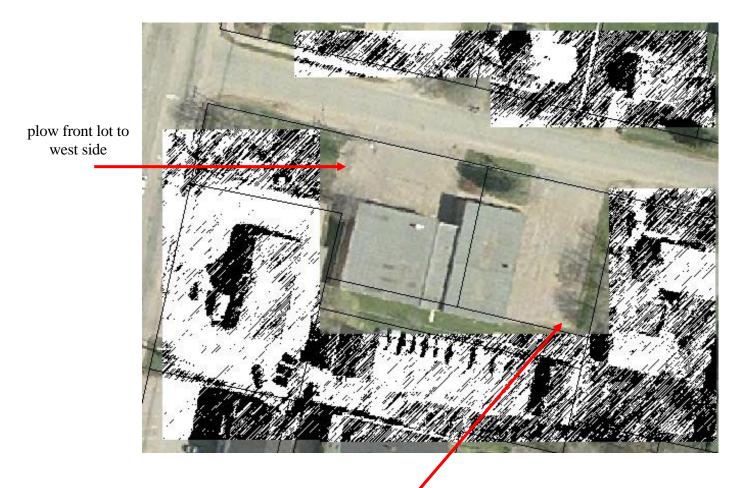




Hillsborough Park Civic Building - 199 Patterson Dr



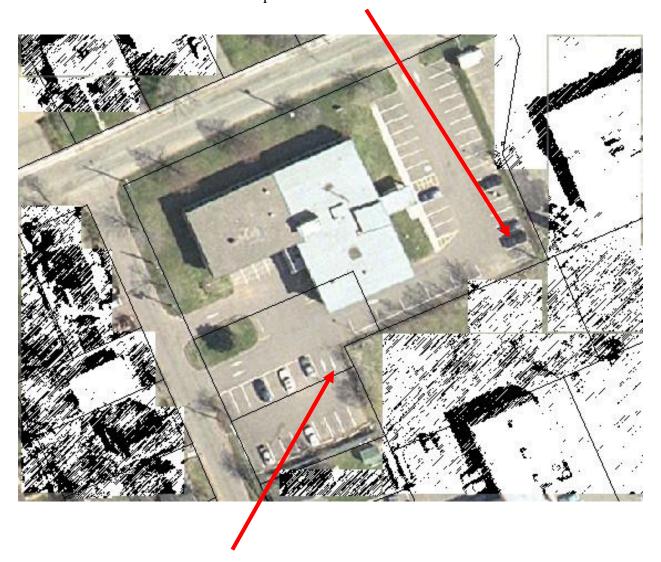
J. Elmer Blanchard Building - 31 Gordon Dr



plow side lot to rear corner

Police Station -10 Kirkwood Dr

plow east side to south corner



plow south side to first row parking, starting pile closest to yard – please note that the two spots located in the last row parking must remain free of snow build up as these spots are designated for electric car plug-ins

**APPENDIX "B"**Map of Sections for Hydrants and Lift Stations

