



CITY OF CHARLOTTETOWN

REQUEST FOR QUOTATION

**SUPPLY OF HIRED EQUIPMENT
FOR SNOW CLEARING OF SIDEWALKS**

SEPTEMBER 2017

Quotes shall be submitted by completing this document and placing it in a sealed envelope, clearly marked on the outside, "**RFQ – Supply of Hired Equipment - Snow Clearing of Sidewalks; Controller; 3rd Floor City Hall**", and must be received by the Controller before **2:00:00 pm local time on Friday October 20th, 2017**. 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 www.charlottetown.ca/tenders.php. 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 one (1) hard copy of the submission documents is required, two (2) copies would be appreciated. No fax, email or electronic submissions will be accepted as the sole method of submission although an electronic copy (PDF or Microsoft WORD) of the submission would be appreciated either included in the envelope noted above or emailed following the closing date and time. It is the bidder's responsibility to ensure that their submission is received prior to the closing date and time noted above. **There will be a public opening of submissions received immediately after closing.** The awarding of a contract, if any, resulting from this Request for Quotations, shall be done, upon approval by City Council, as soon as practical after bid evaluations have been completed. Results of this Request for Quotations will be posted on the City's awards webpage at the following address: www.charlottetown.ca/awards.php.

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 submission 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. The City specifically reserves the right to reject all quotes if none is considered to be satisfactory and, in that event, at its option, to call for additional quotes. No term or condition shall be implied, based upon any industry or trade practice or custom, any practice or policy of the City or otherwise, which is inconsistent or conflicts with the provisions contained in these conditions.

At the election of the City, whether or not a bid or bidder otherwise satisfies the requirements of the RFQ, the City may reject summarily any bid 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 submission; 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 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 City reserves the right to cancel any request for quotes at any time without recourse by the contractor. The City has the right not to award this work for any reason including choosing to complete the work with the Owners' own forces.

All questions in respect of this RFQ must be addressed, in writing, by email to Stephen Wedlock, Controller (swedlock@charlottetown.ca). Questions must be received no less than three (3) business days before the closing date of this Request for Quotations.

Introduction:

This RFQ is for the hire of contractor operated sidewalk snow clearing and de-icing equipment. The City's decision to award will be based on best value as determined by the City.

Bid Evaluation:

Award of this RFQ will be based upon compliance to the specifications in the RFQ and the lowest anticipated bid price. The City reserves the right to decide which submission offers the best value to the City in terms of key specification areas, and lowest price. **This document shall be completed in its entirety and must be returned with all submissions.** The City is not bound to accept the lowest or any submission received.

The base formula for evaluated submitted prices will be 85 days standby, 175 hrs clearing and 25 hrs de-icing. The City does not guarantee the amount of operating hours in any season.

Delivery:

The Bidder's attention is drawn to the contract period start date of December 1st, 2017. Any delays beyond this time will be considered a lack of performance by the Vendor and a failure to provide the required equipment. A penalty of \$100.00 per calendar day per unit may be assessed against the Bidder until services are in place.

Service Acceptance:

The vehicle and services must be properly prepared, reviewed and accepted by the City prior commencement of the contract period.

Staff Training:

Operating staff must be aware of and follow proper health and safety procedures. The Contractor will confirm their own OH&S Plan and procedures with City representatives or participate in City program and training/information session(s).

The undersigned understands and agrees to the following provisions of this request for quotes

AGREEMENT

1. The attached form must be used for tabulation purposes. **Specification sheets form part of submission and must not be removed.**
2. All prices quoted are to be in Canadian funds. HST (15%) will be applied to all submitted rates unless otherwise indicated by the bidder.
3. The City of Charlottetown reserves the right to inspect any vehicle supplied as a result of this RFQ, and shall be the sole judge as to whether equipment supplied meets specifications.
4. The City of Charlottetown reserves the right to accept or reject any or all submissions, to waive any technicality in a submission and to accept any part of a submission as deemed to be in the best interest of the City.
5. The specifications in this RFQ are the minimum acceptable requirements. When specific manufacturer and model numbers are used, it is to establish a design, type construction, quality, functional capability, and/or performance level desired. When substitutions are submitted, they must be identified by manufacturer, stock number, and other descriptive information to establish equivalency. The City shall be the sole judge of equivalency. Failure to comply with the attached specification could result in the quote being rejected.
6. Bidders 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(s) will be required to provide the necessary banking information for registration on the City system.
7. Payment periods will be the end of each calendar month and upon submission of invoice, with processing taking 2 to 4 weeks from date of invoice receipt.
8. This quote is valid for acceptance for a period of sixty (60) days from date of closing of the RFQ.

SUBMISSION FORM

The City of Charlottetown is not bound to accept the lowest or any submission that may be received. The RFQ Submission form must be returned and any additional information may be attached.

The undersigned offers to supply services to the City of Charlottetown conforming to the attached terms and specifications, at the rates noted in the RFQ Submission form.

EQUIPMENT REQUIRED

Sidewalk Snow Plow with Blower Attachment & Sand Spreader – municipal vehicle (i.e. Trackless, MacLean) or equivalent. Please indicate that blade, blower and sander attachments are available. The use of V-blades shall not be permitted, unless approved by the City. All municipal vehicles shall have company decals on the vehicles, visible on both sides of the machine. Each machine shall be equipped with flashing top light, reflective decals, etc., to improve visibility when in operation.

Other Equipment - bidders may propose any other equipment, indicating the accessories and capabilities for the City's consideration.

All equipment may be inspected by the City of Charlottetown and only that deemed to meet the rigors of the job will be selected. All equipment is to be covered by Public Liability and Property Damage Insurance. **Proof of insurance is to be supplied to the City of Charlottetown before the commencement of the contract.**

PAYMENT METHOD & CONTRACT PERIOD

Payment will be on the basis of a daily stand-by rate and an hourly clearing (plowing/blowing) rate and a separate hourly de-icing rate (both operating rates in ½ hour increments) while equipment is in use. The stand-by payment will be waived once four (4) hours operating have been worked in any one calendar day. Stand-by payment will be made during the period specified.

The City will give the direction to start operating services or the contractor shall consult with City representatives if they feel operating services are required.

Call for operating service will be for clearing after snowfall events. Determination of de-icing operations will be made after plowing is completed. De-icing may require the use of the front blade to clear small drifts. For the purpose of this RFQ, snow clearing and de-icing operations will be considered as separate trips.

The standby period will be from December 1st, 2015 to March 30th, 2017.

SPECIFICATIONS AND SERVICE DETAILS

For snow clearing of the City sidewalk system, a combination of City owned and Contractor hired machines will be used. For the hired equipment, the City is receiving quotes with the method of payment being an hourly rate with provision for standby payment. The City's intention from this RFQ is to create a list of contractors that will provide the best value for the services required.

The City shall assign each successful piece of contracted machinery a section. Under normal circumstances, the operator shall be responsible for the winter snow clearing and de-icing operations in that section. The City reserves the right to switch or alter the sections as necessary to provide optimum service to the City. If one section continually takes longer than others, it may be reduced or other machines sent in to help out, at the discretion of the City.

The City will be requiring and utilizing Sand Spreaders on all contracted units. During de-icing operations, additional Contractor staff and vehicle(s) will be responsible for the pickup of de-icing materials under a City contract at the Provincial Transportation storage yard on Brackley Pt Rd, and deliver the de-icing materials to and load them on the sidewalk plow operating on its assigned route.

The bidder understands and agrees to the following provisions of this quote:

1. All equipment may be requested to be inspected 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 City requirements, then the City will not accept the equipment 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, blades, chains, and all other operational necessities are the responsibility of the bidder;
4. Experienced, licensed, well-qualified operators will be provided for the equipment, the cost of which will be included in the quoted hire rates. Proof of 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. Confirmation of a contractor's Occupational Health & Safety Plan with particular sections regarding sidewalk plow operation will be required, or other acceptable documents per OH&S regulations. The City may request all operators to attend an Occupational Health and Safety meeting with the City to be approved for work.
6. That the undersigned is to carry and keep in force Public Liability Insurance in a form equivalent in terms of coverage to the industry standard Commercial General Liability for all services provided to and on behalf of the City of Charlottetown (City) and the amount of coverage shall be not less than two million dollars (\$2,000,000.00) per occurrence and to indemnify and save harmless the City in the event of any damages, suits or actions as a result of damages, injuries or accident done to or caused by him, or his employees or relating to the prosecution of the works or any of his operations or caused by reason of the existence or location or condition of any materials, plant or machinery used there on or therein, or which may happen by reason thereof, or arising from any failure, neglect or omission on his part, or on the part of any of his employees, to do or perform any or all of the several acts or things required to be done by him or them under and by these conditions, and covenants and agrees to hold the City harmless and indemnified for all such damages and claims for damages. A copy of the Commercial General Liability Insurance (or certificate of 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 City will be furnished. Such insurance shall have the City as a named insured and shall contain cross liability coverage and preclude subrogation by the insured against the City.

7. Agreements will be awarded for the 2017-2018 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 the agreement on a per season basis for an additional two (2) years.** Any agreement extension will occur upon evaluation by the 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 by 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 RFQ with adjustments made per PEI Consumer Price Index changes as outlined below.
 - If an extension 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 <http://www.statcan.gc.ca/tables-tableaux/sum-som/101/cst01/cpis01c-eng.htm>). As the original submissions are based on September 2017 conditions, the base adjustment of extension season payments shall be the September 2017 Transportation CPI for PEI.
 - If an extension is made to continue a successful submission to the 2018-2019 season, the published information for the PEI ‘Transportation’ CPI of September 2018 will be utilized. This will indicate the percent change from previous year CPI. 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 2018-2019 season.
 - The annual rate of 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 entire season.
 - The same methodology shall apply for an extension for the 2019-2020 season with the base CPI being September of 2018 and the current CPI being that of September 2019.
8. The equipment and operator shall be ready to work within one hour of call out by the City. As such, the Contractor shall ensure the equipment is stationed at a location in the vicinity of the work to ensure they are able to meet this standard.
9. The stand-by payment will be waived when four (4) hours or more have been worked in any one calendar day (12:00am - 11:59pm). Stand-by rates will be paid from December 1st, 2017 to March 30th, 2018;
10. The bidder shall insure that all machines are registered, inspected and fully equipped throughout the term of the agreement;
11. Communication between Bidders and the Public Works Department is inherent to the work. During the course of the agreement, the bidder shall equip each machine for two-way

communication with the Public Works Superintendents. This may be accomplished through cellular phones, a Bell Aliant system two-way radio, or other method acceptable to the City. If Bell Aliant's radio system is used, the City will give permission for use of its frequency. Final payments will be withheld until verification of frequency removal has been produced to the satisfaction of the City;

12. The City shall not be liable for the security of the plow machine, radios, or any other contents, at any time during this Contract;
13. A Contractor shall report to the Public Works Superintendent or designate prior to commencing their work and upon completion of their work;
14. Any downtime of machinery in excess of thirty (30) minutes shall not be paid for by the City. If downtime exceeds one (1) hour, the contractor shall make other arrangements to have backup equipment perform the work;
15. Payment will be on a calendar month basis. Time sheets should be submitted weekly and upon receipt of time sheets for the last day of the month cheques will be processed.
16. 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 performance. The City reserves the right to reject any or all quotes or to accept any quote or portion thereof as determined to be in the best interest of the City;
17. Any submitted quote shall only be deemed as accepted when awarded by resolution by City Council, and the terms and conditions outlined in this RFQ shall become the terms and conditions of that awarded agreement;

I have read and agree to all terms and conditions contained in this RFQ document:

DATED: _____

VENDOR: _____
(Signature)

(Print name)

PLEASE INCLUDE ALL PAGES OF THIS RFQ DOCUMENT WITH YOUR SUBMISSION.

RFQ SUBMISSION FORM

ITEM DESCRIPTION

Daily Standby Rate Hourly Clearing Rate Hourly De-Icing Rate HST applicable

MAKE & MODEL: _____ YEAR: _____

\$ _____ \$ _____ \$ _____ Y / N

Note: Please include HST (15%) in above rates if applicable and indicate if included.

MAKE & MODEL: _____ YEAR: _____

\$ _____ \$ _____ \$ _____ Y / N

MAKE & MODEL: _____ YEAR: _____

\$ _____ \$ _____ \$ _____ Y / N

MAKE & MODEL: _____ YEAR: _____

\$ _____ \$ _____ \$ _____ Y / N

MAKE & MODEL: _____ YEAR: _____

\$ _____ \$ _____ \$ _____ Y / N

BID COMPANY NAME: _____

COMPANY ADDRESS: _____

CONTACT NAME (PRINT): _____

TELEPHONE/CELL PHONE: _____

EMAIL: _____

SIGNATURE _____

Date: _____

(Affix Corporate Seal)
(If Applicable)

**PLEASE ENSURE THAT SIGNATURES ARE
PROVIDE WHERE NOTED AND ALL PAGES OF THIS
DOCUMENT ARE INCLUDED WITH YOUR SUBMISSION.**