



REQUEST FOR QUOTATIONS

**SUPPLY OF HIRE EQUIPMENT BUCKET LOADER
FOR MOVING SNOW**

NOVEMBER 2017

Quotes shall be submitted by completing this document and placing it in a sealed, opaque envelope, clearly marked on the outside, "**RFQ – Supply of Hire Equipment – Bucket Loader for Moving Snow; Controller; 3rd Floor City Hall**", and must be received by the Controller before **2:00:00 pm local time on Thursday, November 16, 2017**. It is the responsibility of the bidder to deliver the sealed bid to the 3rd floor of City Hall before the time indicated. Late submissions will not be accepted and will be returned to the Bidder unopened.

Any addenda will be posted on the City of Charlottetown website www.charlottetown.ca/tenders.php. Bidders are responsible for checking the website for submission/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 to not 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 a contractor operated bucket loader(s) for use in moving snow on City streets and/or snow-yard site.

The City's decision to award will be based on best value as determined by the City.

Bid Evaluation:

Award will be based upon compliance to the specifications in the RFQ and the lowest bid price submitted on each individual vehicle or alternatively on any combination thereof. The City reserves the right to decide which contractor offers the best value to the City in terms of key specification areas, and lowest price. The specified documents shall be properly completed and must be submitted by the deadline in order to qualify as a valid bid. The City is not bound to accept the lowest or any bid received.

There is no stand-by payment for this service. Contractors will be called per event based on lowest value to the City. The City does not guarantee any amount of operating hours in any season.

Service Acceptance:

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

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. This 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. 15% HST is to be applied to all submitted rates unless otherwise indicated differently 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. 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 bid, 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 RFQ being rejected.
6. 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 system.
7. Payment terms will be considered as net thirty (30) days from date of receipt of invoice.
8. This bid is valid for acceptance for a period of sixty (60) days from date of closing of the RFQ.

DATED: _____

VENDOR: _____

(Signature)

(Print name)

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 rate(s) noted in the RFQ Submission form.

Vehicle registration can be photocopied by the City at time of submission. Proof of Insurance must be submitted before work will be awarded.

EQUIPMENT REQUIRED

Loaders must have the following or greater specifications:

- 125 horse power engine
- 3.0 cubic yard bucket
- Tires/traction sufficient for the work environment
- be of sound mechanical operation

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 an hourly operating rate while the equipment is in use.

There is no stand-by payment for periods between work sessions.

The City will contact vendors when each time conditions require the hired equipment.

SPECIFICATIONS AND SERVICE DETAILS

The City uses hired loaders in coordination with some of its own equipment clearing City streets and facilities, as well as in the snow yard to assist in vertical storage and managing the piles. For the hired equipment, the City is receiving quotes with the method of payment being an hourly rate.

The City shall assign each contracted unit to specific tasks. Under normal circumstances, it may be consistent work/areas assigned. The City reserves the right to switch or alter the work/areas as necessary to provide optimum service to the City. 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 bidder understands and agrees to the following provisions of this RFQ:

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 Workers 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 winter loader 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. 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 Public Works Manager will be furnished. Such insurance shall have the City of Charlottetown as a named insured and shall contain cross liability coverage and preclude subrogation by the insured against the City of Charlottetown. The City shall be notified a minimum of thirty (30) days in advance of any changes to or cancellation of the insurance policy;
7. Services utilized for the 2017/2018 winter season will be based on the submitted price(s). **The City reserves the right to extend this RFQ on a per season basis for an extra year to the 2018/2019 season.** Any extension will occur upon evaluation by the City of the applicability to the City operations, the contractor's previous season performance and in consultation with the 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 August 1st 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 essentially based on September 2017 conditions, the basis for the adjustment of extension season payments shall be the Sept/17 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 from Sept/18 will be utilized. This will indicate the percent change from previous year index. 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 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.
8. The equipment and operator will be ready to work within one hour of being notified. To this end, the equipment will be required to be stationed at a location in the vicinity of the work as acceptable to the City prior to hire;
 9. The bidder shall insure that all machines are properly registered, inspected and fully equipped prior to hire;
 10. The City shall not be liable for the security of the machinery or any contents;
 11. Operators will be instructed to report to the Public Works Superintendent or designate prior to commencing their work and upon completion of their work;
 12. Downtime may be deducted from the payment if the machine is not available within one (1) hour of call-out or if the submitter cannot, in the City’s opinion, satisfactorily replace in a timely manner a machine when it breaks down;
 13. Payment will be on a semi-monthly basis (ending inclusive of the 15th and final day). Time sheets should be submitted weekly and upon receipt of time sheets for the last day of a payment period the payment will be processed. EFT payments are issued weekly and invoices need to be submitted to the Finance Department by Tuesday for payments to be generated the following week.
 14. 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;
 15. Any submitted quote shall only be deemed as accepted when contacted by the City to perform indicated work, and the terms and conditions outlined in this RFQ shall become the terms and conditions of agreement;

QUOTE FORM

The City of Charlottetown is not bound to accept the lowest or any quote received. The full Bid Package must be returned and any additional information may be attached.

MAKE & MODEL	YEAR	PLATE #	RATE (Incl-HST)	HST Included (circle Y/N)
_____	_____	_____	\$ _____	Y / N
_____	_____	_____	\$ _____	Y / N
_____	_____	_____	\$ _____	Y / N
_____	_____	_____	\$ _____	Y / N
_____	_____	_____	\$ _____	Y / N

COMPANY NAME: _____

MAILING ADDRESS: _____

CONTACT NAME (PRINT): _____

TELEPHONE/CELL PHONE: _____

EMAIL: _____

SIGNATURE _____

Date: _____

Affix Corporate Seal
(If Applicable)