



CITY OF CHARLOTTETOWN
REQUEST FOR QUOTATIONS
HOURLY BACKHOE HIRE RATES

APRIL 2024

File 2024-028

Quotes shall be submitted by completing this document and placing it in a sealed, opaque envelope, clearly marked on the outside, "**RFQ – Hourly Backhoe Hire Rates; Purchasing Officer; 3rd Floor City Hall, 199 Queen Street, Charlottetown PE, C1A 4B7**", and must be received by the Purchasing Officer before **2:00:00 pm local time on April 26th, 2024**. 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. 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.

One (1) copy of the submission is required. 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 (RFQ), shall be done, upon approval by City Council, as soon as practical after bid evaluations have been completed. Results of this RFQ will be posted on the City's awards webpage at the following address: www.charlottetown.ca/tenders.

This 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 tenders if none is considered to be satisfactory and, in that event, at its option, to call for additional tenders. 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 tender, 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 Purchasing Officer, 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 tender 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' [sic] own forces.

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

Sustainability & Supplier Code of Conduct:

The City of Charlottetown is committed to leveraging its procurement to improve the sustainability of its operations and strengthen Charlottetown’s environmental, social, and economic prosperity. The City will implement sustainable procurement practices to advance positive sustainable impacts and reduce negative impacts while ensuring fiscal responsibility and respecting trade agreements.

The City expects Proponents and their supplier(s) to have responsible business practices, operations and processes that support protecting the environment and are socially responsible.

The Supplier Code of Conduct (Appendix A) sets the minimum expected ethical and human rights standards for vendors and their suppliers. The City's intent is to work with Proponents to promote, grow and implement sustainable business practices.

The City reserves the right to request suppliers provide documentation to support sustainability claims and declarations.

Regarding this RFQ, the City of Charlottetown seeks more detailed information about the Proponent's sustainability practices and features of the specifically in the areas of:
Environmental Practices and how you are reducing GHG emissions.

Introduction

The City is looking for backhoe hourly rates for both the Public Works Department and the Water and Sewer Utility Department. Vendors may submit a quote for the Public Works Department and/or the Water & Sewer Utility. The Public Works Department will use this RFQ to create a list. The Water & Sewer Utility will award its work to a successful vendor.

Bidders are welcome to submit multiple submissions for the same item if vendor has more than one unit to provide. If this is the case, please submit by filling out another Quotation Bid Form for each unit (found below).

The City (henceforth, the term City applies to both the Public Works Department and the Water and Sewer Utility Department) retains the option to extend the service period for this quotation a further year at the submitted price if agreed by the successful vendor(s).

The undersigned understands and agrees to the following provisions of this RFQ:

AGREEMENT

1. That all equipment may be requested to be inspected at the City Works Facility by a City representative before being accepted. 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 equipment and no money will be paid to the bidder.
2. That the equipment to be supplied is in and will be maintained in good mechanical condition and the cost of all maintenance and repairs is the responsibility of the undersigned. Any downtime will be deducted from payments.
3. That if the equipment experiences mechanical problems and is unable to continue working, it will be the responsibility of the undersigned to provide another piece of equipment similar in design and capability to the original equipment. Should the equipment incur excessive breakdowns, the City has the right to cancel the Agreement without notice or penalty.

4. That all operating costs including but not limited to cost of fuel, lubricants, etc., shall be the responsibility of the undersigned.
5. That the undersigned is to provide experienced, well-qualified operators for this equipment, the cost of which is included in the quoted rate. In the event that the undersigned is unable to provide the operators as listed in the Quotation Form, the undersigned may substitute another operator with similar experience and qualifications, subject to approval by the City, which approval shall not be unreasonably withheld.
6. The Bidder must provide the following certificates of insurance as proof of the coverage:

- **Commercial General Liability (CGL) Insurance:**

The Bidder shall maintain Commercial General Liability Insurance covering bodily injury, property damage, personal injury, products and completed Operations, Tenants Legal Liability, and Contractual Liability with a limit not less than CAD \$2 million per occurrence. The City of Charlottetown shall be named as an additional insured under this policy (see below).

- **Automobile Liability Insurance:**

The Bidder shall maintain Automobile Liability Insurance covering all owned, non-owned, and hired vehicles with a limit of not less than CAD \$2 million per occurrence.

- **Indemnity Clause for the RFQ:**

The Bidder shall indemnify and hold harmless the City of Charlottetown, its officials, employees, volunteers, contractors, agents, and representatives from and against all claims, demands, losses, damages, costs, expenses, actions, and other proceedings, made, sustained, brought, prosecuted, or threatened to be brought or prosecuted in any manner based upon, occasioned by, attributable to, or arising out of any act, omission, or negligence of the Bidder, its employees, agents, contractors, or any person for whom the Bidder is legally responsible, in connection with the performance of this contract, except to the extent that such claims are directly and solely caused by the negligence of the City of Charlottetown.

The successful Bidder must maintain the above-mentioned coverages for the duration of the contract unless otherwise mentioned. The City requires an advance 30-day notice should any of the policies be cancelled or changed in any manner.

The undersigned is required to have in place adequate coverage and be in good standing with the Workers Compensation Board of Prince Edward Island during the term of provision of all services to the City of Charlottetown proof of coverage may be requested at the commencement of any contract or the provision of any services to the City of Charlottetown. The Company awarded this tender will be required to provide proof that their Company complies with all the provisions of the PEI Occupational Health and Safety Act. During the progress of the awarded work, Companies will be required, on the request of the City, to provide written verification that their work is in compliance.

A Certificate(s) of Insurance and any renewals thereof, shall be furnished to the City prior to commencement of work by the Contractor and must be updated as required during the Term.

All required insurance shall be endorsed to provide the City with thirty (30) days advance written notice of cancellation or material change and fifteen (15) days' notice in the event of non-payment.

7. That the undersigned shall ensure that all machines are properly registered, inspected and fully equipped throughout the term of the Agreement.
8. That, in the case where the operator fails to report to work when required, repeated poor performance on the job as determined by the City, or any other reason, the City reserves the right to cancel the Agreement without notice or penalty.
9. That the City 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.
10. That the undersigned will act as an independent contractor and is entitled to no other benefits or payments whatsoever other than those specified in the Quotation Form.
11. That the City reserves the right to reject any equipment or operator if appropriate level of service is not received.
12. 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.
13. That payment will be on an hourly basis with no standby rate. Payment for the equipment shall be made where the equipment is used in the conduct of operations of the City. The length of time for each job will be at the discretion of the City Superintendent or designate.
14. That all work to be performed under this Agreement shall be supervised by and must be performed to the satisfaction of the City.
15. That the undersigned shall indemnify and hold harmless the City, its agents, representatives, and employees for and against all claims, demands, losses, costs, damages, actions, suits or proceedings of every nature and kind whatsoever arising out of, or resulting from the undersigned's performance of the work pursuant to this Agreement (hereinafter called "Claims"), provided that any such claim is caused in whole or in part by any act, error, or omission, including but not limited to, those of negligence, of the undersigned or anyone directly or indirectly employed by the undersigned or anyone from who the undersigned be liable.
16. That it shall be the sole responsibility of the undersigned to submit any applications, reports, payments or contributions with respect to Harmonized Sales Taxes, Income Tax, Canada Pension Plan, Employment Insurance, 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 Agreement.

17. That 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 Agreement.
18. That 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 in the sole discretion of the City.
19. That this Agreement shall ensure to the benefit of and be binding upon the parties hereto, their executors, administrators, successors and assigns.
20. That this Agreement 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. That this Agreement will comply with the regulation of the Occupational Health and Safety Act and any other regulations pertaining to the construction and maintenance of the works. See the City of Charlottetown’s website under Tenders for a complete list of documentation requirements for Contractors.
22. All Backhoe operators require a valid Class 3 license.
23. The Contractor’s operator’s name, along with a valid copy of the Operator’s license, is to be forwarded and verified by the City staff prior to commencement of work. City Staff reserve the right to obtain a driver’s abstract from the Highway Safety Division for any operator of the Contractor’s Backhoe. The Contractor will provide the City with the necessary consent to do so.
24. This quotation is valid for acceptance for a period of sixty (60) days from the date of closing

DATED: _____

VENDOR: _____

AUTHORIZED SIGNATURE: _____

QUOTATION BID FORM

The City of Charlottetown is not bound to accept the lowest or any quote that may be received. The full Quotation Form and Signed Agreement must be returned and any additional information may be attached. Prices may be submitted for (1) Public Works or (2) Charlottetown Water and Sewer or both

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1) Public Works Department (See Page 9 for Specs & Requirements)

Hourly Backhoe Hire Rate with operator \$ _____/hour

HST \$ _____/hour

Total \$ _____/hour

Make _____ Operator’s Name _____

Model _____ Experience _____

Year _____

Condition of Equipment _____

2) Water and Sewer Utility (See Page 10 for Specs & Requirements)

Hourly Backhoe Hire with operator \$ _____/hour

HST \$ _____/hour

Total \$ _____/hour

Hourly Vibratory Plate Tamper \$ _____/hour

HST \$ _____/hour

Total \$ _____/hour

Make _____ Operator’s Name _____

Model _____ Experience _____

Year _____

Condition of Equipment _____

Contact Person _____

Company _____

Address _____

Phone Number _____

Email Address _____

Signature _____

Date _____

HST number (if applicable) _____

Equipment Specifications, Requirements and Duration

PUBLIC WORKS DEPARTMENT

Equipment Specifications:

Industrial Loader/Backhoe in good condition, minimum 65 HP with extend-a-hoe, reversible stabilizers (rubber for paved surfaces and steel gussets for unpaved) and an amber flashing roof light. All equipment must past the Department's inspection.

Equipment Use:

Typical jobs requiring hire of machines will be piecemeal work including assistance to City sidewalk crews, storm system work including digging and ditching in the summer, as well as storm flow maintenance during winter thaws when no longer-term contacted equipment is available. It is expected that usually only one machine will be required at any time in the summer months. However, during winter thaws, multiple units may be required.

Period of Work:

The service period for this agreement is June 01, 2024 to May 31st, 2025. The City also retains the option to extend the time frame a further year at the submitted prices if agreed by the vendor. The quotes will be listed according to Department Costs and this list will remain in effect for the appropriate period. When service is required, the Department will contact operators beginning at the top of the list (lowest cost) and proceed down the list until the required numbers of units are obtained. This process will be followed for each job. The Department attempts to request these services such as to give the operators sufficient time to schedule the City's request with other jobs they may be performing.

Payment:

Payment will be on the basis of an hourly rate when the equipment is used. The Department shall pay one-hour travel time per day per job at the quoted hourly rate.

WATER AND SEWER UTILITY DEPARTMENTEquipment Specifications:

Industrial Loader/Backhoe in good condition, minimum 80 HP with extend-a-hoe, reversible stabilizers (rubber for paved surfaces and steel gussets for unpaved) and an amber flashing roof light. **Backhoe must be equipped, when required, with a hydraulic vibrating plate compactor with centrifugal average force of 10,000ft/lbs. c/w quick coupler connections.**

All equipment must pass the Utility's inspection.

Period of Work:

The minimum requirement is for a period of fifteen (15) weeks from June 2024 to September 2024. The Utility also retains the option to extend the time frame a further year at the same submitted price if agreed by the vendor.

Payment:

Payment for the Backhoe will be on the basis of hourly rate while the equipment is in use.

Payment for the vibrating plate tamper shall be a separate hourly rate when plate tamper is in use.

Appendix A

Charlottetown Supplier Code of Conduct

Introduction

The City of Charlottetown (“Charlottetown”) is committed to conducting business in an ethical, legal, and socially responsible manner. Charlottetown expects its Suppliers to adhere to equivalent standards.

The Charlottetown Supplier Code of Conduct (SCoC) sets out the minimum ethical standards and business conduct for service providers including subcontractors, consultants, manufacturers, fabricators, distributors, or any entity that provides Charlottetown with goods or services (collectively “Suppliers”).

Charlottetown expects all its suppliers to affirm their compliance with the standards in this SCoC and ensure the standards are being upheld by any of their subcontractors. Stated compliance with all provisions set out in this SCoC will proclaim that the supplier is compliant with the core labour conventions of the International Labour Organization (ILO) and other applicable regulations in the countries in which they operate.

Charlottetown reserves the right to audit suppliers and request additional documentation to ensure compliance with all applicable laws and standards as well as this SCoC.

Charlottetown reserves the right to discontinue business with suppliers who are not responsive to requests to address concerns around workplace practices and instances of non-compliance with these minimum ethical standards and business conduct for suppliers.

Employee Treatment, Harassment and Abuse

The supplier’s employees shall be treated with respect and dignity and the supplier’s disciplinary policies and procedures shall be clearly defined and communicated to employees before application. There shall be no harsh and inhumane treatment, including any physical, sexual, psychological, verbal harassment or abuse, or corporal punishment; nor is there to be the threat of any such treatment.

Non-Discrimination

The supplier shall ensure no person is subject to any discrimination in employment, including hiring, compensation, advancement, discipline, termination, or retirement, on the basis of race, colour, age, gender, sexual orientation, ethnicity, nationality, disability, place of origin, ancestry, religion, political affiliation, union membership, family status or marital status.

Forced Labour

There shall be no use of forced labour, including prison labour, indentured labour, bonded labour, or other forms of forced labour. All work shall be voluntary, and workers shall be free to leave upon reasonable notice.

Child Labour

No persons shall be employed under the age of 15 or younger than the age for completing compulsory education in the country of manufacture, whichever is higher. Workers under the age of 18 shall not perform work that is likely to jeopardize the health or safety of young workers.

Health and Safety

The supplier shall provide a safe and healthy working environment to prevent accidents and injury to health rising out of, or linked with, or occurring in the course of work or as a result of the operation of the supplier's facilities.

Freedom of Association and Collective Bargaining

The supplier shall recognize and respect the right of employees to freedom of association and collective bargaining. Workers and employers shall have the right to establish and join labour organizations of their own choosing and elect their representatives, for the purpose of furthering and defending the interests of workers or of employers.

Wages and Benefits

The supplier shall pay all employees at least the minimum wage or the appropriate prevailing wage in its country of origin, whichever is higher, comply with all legal requirements on wages, and provide any benefits required by law or contract. Deductions from wages as a disciplinary manner shall not be permitted and payment shall occur in a timely manner with pay stub or similar documentation.

Hours of Work

The supplier shall not require workers to work more than the regular and overtime hours allowed by the law of the country where the workers are employed. The regular work week shall not exceed 48 hours. Employers shall allow workers at least 24 consecutive hours of rest in every seven-day period.

Overtime Compensation

Every worker has a right to compensation for a regular work week that is sufficient to meet the worker's basic needs and provide some discretionary income. The supplier shall be compensated for overtime hours at such premium rate as is legally required in the country of manufacture or, in those countries where such laws do not exist, at a rate at least equal to their regular hourly compensation rate.

Anti-Corruption Business Practices and Bribery

The supplier will not, directly, or indirectly, pay, give, offer, or promise anything of value to any local or foreign government official (or to any person for the benefit of a government official) for the purpose of corruptly causing the government official to improperly act or use his or her influence in obtaining or retaining any business or securing any improper advantage for Charlottetown or the Supplier.

Environmental Responsibility

The supplier shall take responsibility to reduce the environmental impact of their products and services as well as their overall operations or 'in-house' practices. Suppliers must not be in violation of any national or provincial environmental regulations. Suppliers should be adopting responsible measures to mitigate negative environmental impacts.

Subcontractors and Sources

Charlottetown requires all suppliers that support the City as subcontractors, manufacturers, or sources of goods to comply with all of the same policies stated in Charlottetown's SCoC. All subcontractors and suppliers are required to comply with all applicable and national laws. Direct suppliers must monitor the subcontractors, manufacturers, or sources of goods for meeting or exceeding the SCoC and supply chains are expected to be transparent and traceable.

Signatories

The person signing this Form (i) certifies that they are a duly authorized representative of the Proponent with the authority to sign this acknowledgment and commit the Proponent to the provisions contained herein and (ii) on behalf of the Proponent and without personal liability, acknowledges and agrees that the Proponent has read and understood, and agrees to abide by, all of the standards set out in the Supplier Code of Conduct above.

Yes, we agree to comply with all of the above expectations.

Name and Title of Authorized Representative

Date (MM-DD-YYYY)

Signature