

**Bell**Aliant Centre

**REQUEST FOR QUOTATIONS**

**SNOW CLEARING AND SALTING SERVICES**

**OCT 2020**

## SNOW CLEARING AND SALTING SERVICES

The **purpose of this Request for Quotes** is to select a vendor to provide snow removal and salting services at the Bell Aliant Centre (“BAC”). Specifications as to the locations of the areas that require said services are part of this RFQ document.

Quotes shall be submitted by completing this document and submitting it in a sealed envelope to the **Bell Aliant Centre** at 560 University Avenue, Charlottetown PE C1A 0G9, clearly marked on the outside, "**RFQ – Snow Clearing and Salting Services; Attn: Finance Manager**". Bids must be received by the Finance Manager or Control Desk staff member before **2:00:00 pm local time on Monday, Oct 26, 2020**. 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](http://www.charlottetown.ca). Bidders are responsible for checking the website for proposal/quote/tender notices, documents, and addenda. The BAC is not responsible for ensuring bidders have obtained addenda.

A minimum of one (1) hard copy of the submission documents is required. No fax, email or electronic documents will be accepted as the sole method of submission. It is the proponent’s responsibility to ensure that the hard copy submissions 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 in writing, upon approval by the BAC, as soon as practical after proposal evaluations have been completed.

This Request for Quotations (RFQ) creates no obligation on the part of the BAC to award the contract or to reimburse bidders for RFQ preparation expenses. The BAC 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 BAC. The decision as to which quote best satisfies the needs of the BAC rests solely with the BAC 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 BAC’s opinion, give rise to a conflict in connection with this project. The BAC specifically reserves the right to reject all quotes if none are 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 BAC or otherwise, which is inconsistent or conflicts with the provisions contained in these conditions.

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

The BAC’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 BAC or other institutions.

The BAC 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 honor its pricing or other commitments made in its proposal; or (c) any other conduct, situation or circumstance, as solely determined by the BAC.

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 BAC. 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 Finance Manager, 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 BAC in writing. Any conflict of interest identified will be considered and evaluated by the BAC. The BAC 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 BAC immediately in writing of that conflict or risk and take any steps that the BAC reasonably requires to resolve the conflict or deal with the risk.

The BAC reserves the right to cancel any request for quotes at any time without recourse by the contractor. The BAC has the right to not award this work for any reason including choosing to complete the work with the Owners' own forces.

The RFQ shall be awarded upon approval by the BAC as soon as practical after the bid opening. All bidders will be notified in writing of the successful bidder.

All questions in respect of this RFQ must be addressed in writing to Allan Wood, Finance Manager at [finance@bellaliantcentre.ca](mailto:finance@bellaliantcentre.ca). Questions must be received prior to three (3) business days before the close date of this RFQ.

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

1. The BAC reserves the right to request the inspection of any and all equipment a bidder intends to use at the BAC by a BAC representative before being accepted by the BAC. If, in the BAC's opinion, the equipment is not in good condition or running order, or not meeting the BAC requirements, then the BAC will not accept the bidder's quote and no money will be paid to the bidder;
2. The equipment to be used to complete the services 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 salt, 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 bid. 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 BAC for any assessments levied upon it 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 BAC will be furnished. Such insurance shall have the Bell Aliant Centre as a certified additional insured and shall contain cross liability coverage and preclude subrogation by the insured against the Bell Aliant Centre. The BAC must be informed a minimum of 30 days prior to any change or cancellation of the policy;
6. The bidder shall ensure that all machines are properly registered, inspected and fully equipped throughout the term of the agreement;
7. The BAC reserves the right to cancel any agreement on the basis of poor performance. The BAC shall be the sole judge of such performance. The BAC reserves the right to reject any or all quotes or to accept any quote or portion thereof;
8. The BAC 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 required, the BAC reserves the right to negotiate a cost for snow clearing from same based on commercially reasonable terms.
10. Before submitting a Bid, all bidders are required to examine the site of the work and fully inform themselves of the conditions and limitations and make due allowance in their bid for any such conditions and limitations as they affect the proper carrying out of the work.
11. Arrangements for site visits shall be made by contacting Dave Tompkins (Facility Services Supervisor) at 902-393-6800 or at [dave@bellaliantcentre.ca](mailto:dave@bellaliantcentre.ca). There shall be one scheduled site visit for all proponents to attend which will be communicated to all Proponents after the closing date of this tender call. Alternative date(s) will be made available at the discretion of the BAC.

12. The bidder agrees that the quote is valid for a period of thirty-five (35) days following the closing date of quote submissions;
13. Any submitted quote shall only be deemed as accepted when approved by the BAC in writing and the terms and conditions outlined in this Request for Quotations shall become the terms and conditions of that awarded agreement;
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 BAC 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 BAC. The BAC 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 BAC. 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 BAC.
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.

### **Bid Requirements**

22. Bidders must submit pricing on Schedule B – Quote Form for Services outlined in Schedules C and D.
23. Bidders must complete Schedule E or provide relevant equipment details as requested in Schedule E.
24. Bidders must provide an overview of experience and qualifications which should include:
  - a. A general statement of specialization and expertise.
  - b. The size of the company in terms of employees and equipment
  - c. An overview and history of your company, including how many years your company has been conducting business, specifically in the provision of snow removal services.

- d. Overview of similar work undertaken within the past 5 years
- e. Name of the individual(s) within your firm that have overall responsibility for the work. Please include any education, certifications, and qualifications, association or board memberships these individuals hold, as well as a summary of experience these personnel have.

### **Snow Clearing Specific Details**

25. The BAC agrees to pay the successful bidder monthly, 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.
26. Agreements will be awarded for the 2020-2021 winter season based on the submitted prices. The equipment and operators will be available for the full duration of this period. The BAC reserves the right to extend an agreement on a per season basis provided both parties agree to extend in writing by Sep 30<sup>th</sup> of each year. Any agreement extension will occur upon evaluation by the BAC of the applicability of the contract in BAC operations, the contractors previous season performance and in consultation with the successful bidder. 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.
- a. 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 <http://www.statcan.gc.ca/tables-tableaux/sum-som/l01/cst01/cpis01c-eng.htm>). If an extension is made for another season, the published information for the PEI 'transportation' CPI for the month of Sep (12-month percentage change) of the current extension year will indicate the percent change from the previous year's rate. This adjusted rate shall become the payment rate for the whole for the extended season.
  - b. 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.
27. Snow and salting services for Schedule C and Schedule D Services will commence after 2.5 cm of snow per Environment Canada as soon as reasonable to do to ensure the BAC maintains normal operating schedules. Furthermore, during scheduled business hours, all parking lots, roadways, sidewalks and entranceways are to be salted immediately (expectation is less than one hour) following freezing rain per Environment Canada or during weather conditions that make conditions slippery.
- a. In addition, the BAC will periodically contact the successful bidder to request salting services if conditions are slippery. Bidders must have the capacity to provide salting services in a prompt manner in response to said requests.
28. The BAC may be required to change operating schedules on short notice due to winter conditions. The BAC will communicate changes in operating schedules and the bidder will ensure services are provided to accommodate changes in operating schedules.
29. A priority sequence for snow clearing and salting will be provided to the successful bidder.

30. If removal of snow from the property is required, this will be negotiated separately upon commercially reasonable terms.
31. Bidders will clear snow from emergency exit doors and stairwells as part of the snow clearing services to ensure emergency exits are not obstructed due to snow accumulation.

**SCHEDULE A - SIGNATURE PAGE**

Supplier Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Print signature / title \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Telephone \_\_\_\_\_

E-mail \_\_\_\_\_

Website \_\_\_\_\_

**References:**

List three of your largest accounts, preferably companies, organizations or institutions that you have provided a similar scope and volume of work for, preferably in Atlantic Canada, as follows:

Company Name	Address	Telephone	Contact Name & E-mail Address
1.			
2.			
3.			



### SCHEDULE B - QUOTE FORM

The undersigned submits the following lump sum prices to the BAC for snow clearing and salting services for 2020-2021.

<u>2020-2021</u>		<u>TOTAL</u>
<u>Base Season Price</u>	<u>HST</u>	<u>(Tax incl.)</u>

**Schedule "C" and "D" Services** \_\_\_\_\_

**Company** \_\_\_\_\_

**Contact Person** \_\_\_\_\_  
(Printed)

**Address** \_\_\_\_\_  
Street Address

\_\_\_\_\_  
City Province Postal Code

**Phone** \_\_\_\_\_ **Fax** \_\_\_\_\_

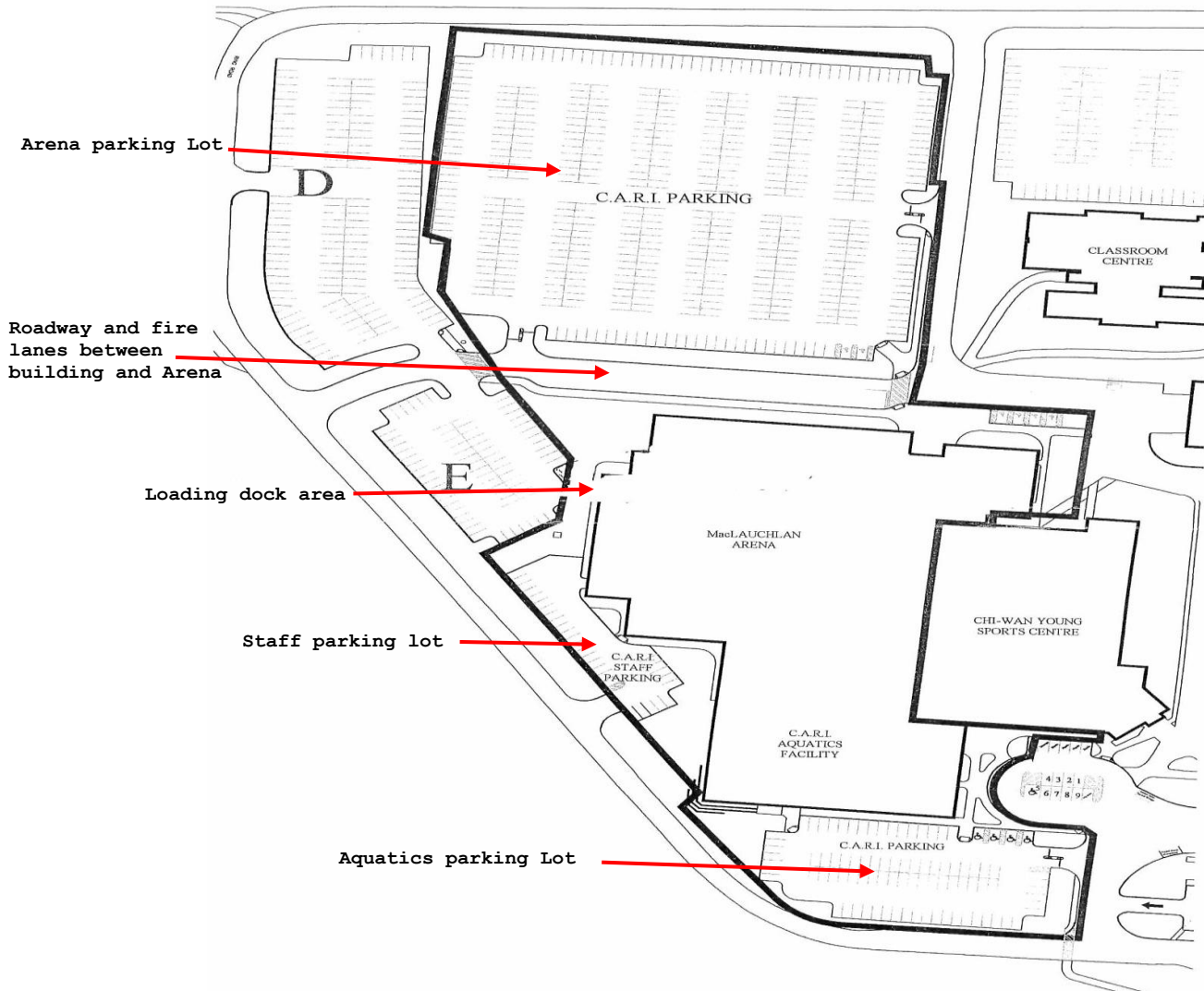
**Email** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Affix Corporate Seal (If Applicable)**

## SCHEDULE C – PARKING LOTS AND ROADWAYS

**Note: Capital Area Recreation Inc. property located on interior of bolded black line on map**

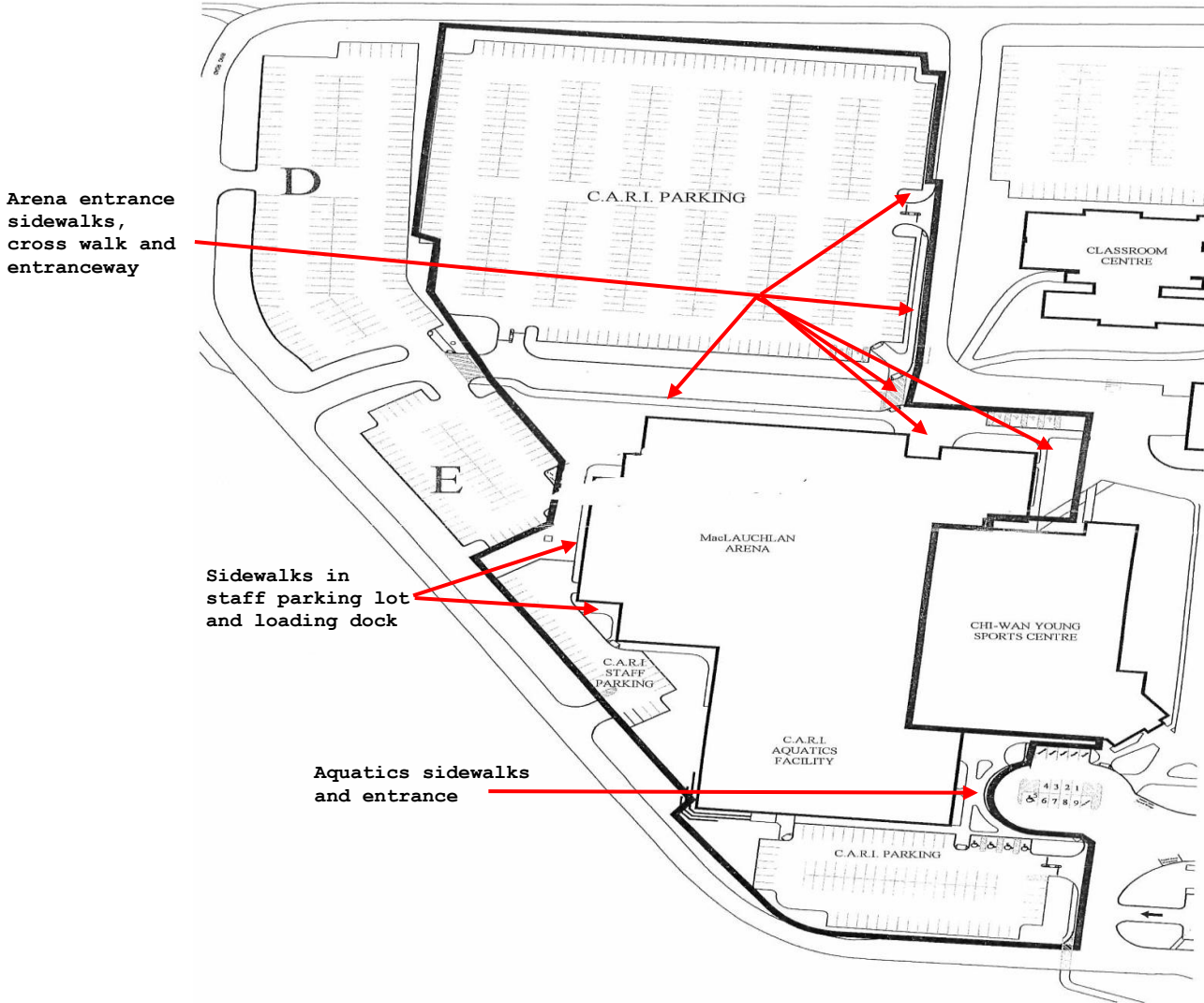


### Services Required:

- Clear snow and salt in Arena parking lot
  - Special Instructions: push snow to north end of parking lot.
- Clear snow and salt in roadway and fire lanes between building and Arena parking lot
- Clear snow and salt in Staff parking lot
  - Special Instructions: push snow to left and right sides of parking lot on the grass
- Clear snow and salt in aquatics parking lot
  - Special Instructions: push snow to rear of parking lot, do not block emergency exits with snow
- Clear snow and salt in loading dock area

# SCHEDULE D – SIDEWALKS AND ENTRANCES

**Note:** Capital Area Recreation Inc. property located on interior of bolded black line on map



## Services Required:

- Clear snow and salt sidewalks, cross walk and entrance way for Arena entrance
- Clear snow and salt sidewalks and entrance way for Aquatics entrance
- Clear snow and salt sidewalks in staff parking lot and loading dock area

**Note:** For clarification, any sidewalks, and entranceways on the interior of the bolded line are included

### SCHEDULE E – EQUIPMENT USED

**Equipment to be used:**

MAKE	MODEL	YEAR	ATTACHMENTS	CONDITION