



WATER AND SEWER UTILITY DEPARTMENT

REQUEST FOR QUOTATION

GRASS CUTTING

APRIL 2024

File#2024-027

Quotations shall be submitted by completing this document and placing it in a sealed, opaque envelope, clearly marked on the outside, "**RFQ – Grass Cutting; 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 document 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 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 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.

SCOPE OF WORK

The Contractor agrees to provide grass cutting and trimming when, and as often as is required by the City of Charlottetown (henceforth, the term City applies to the Water and Sewer Utility Department), during the period May to October 2024, for the following areas: **public properties listed on the Bid Form for the Water and Sewer Utility Department.**

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

AGREEMENT

1. The contractor covenants that he/she will at all times carry out the work promptly and take care to avoid causing damage to City property or damage or injury to others.

1. 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.

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.

2. This contract will comply with the regulations of the Occupational Health and Safety Act and any other regulations pertaining to the construction and maintenance of the work. The Company awarded this contract will be required to provide proof that their Company complies with all the provisions of the PEI Occupational Health and Safety Act, as well as, the Workers Compensation Act regulations. During the process of the quoted work Companies will be required, on the request of the City, to provide written verification that their work is in compliance. See the City of Charlottetown's website under Tenders for a complete list of documentation required by contractors.
3. 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.
4. Quotation will be awarded based on total quoted price for each department and will not be broken down by location. Each department will award based on the best value on an individual departmental basis.
5. These are estimated acreage and bidders **must** visit sites before submitting quotation. It is the responsibility of the bidder to confirm acreage.
8. That all operating costs including but not limited to: cost of fuel, lubricants, etc., shall be the responsibility of the undersigned.
9. 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 Bid Form(s).
10. Bidders must list the equipment they will be using. It is the responsibility of the bidder to ensure that equipment is in good operating condition.
11. The City is not bound to accept the lowest or any quotation that may be received and reserves the right to reject any quotation it, in its sole discretion, deems advisable.
12. This quotation is valid for acceptance for a period of sixty (60) days from the date of closing.
13. The City reserves the right to cancel the contract for poor performance of the selected vendor. The City determines what constitutes poor performance.
14. The City also retains the option to extend the time frame a further year at the submitted prices if agreed upon by the vendor.

WATER AND SEWER UTILITY DEPARTMENT SPECIFIC TERMS:

1. Location #14 is area around new East Royalty Lift Station only.
2. Location #10 includes cutting and trimming around regulator control.
3. See attached map for locations of each property (page 8 below).
4. All locations to be cut and trimmed, inside/outside of fences, ditches, around structures, trees and sidewalks weekly. Trimming is not to cause any damage to any structure (ie: ditches, trees, sidewalks, benches). It is the responsibility of the Contractor to fix the structure at the Contractor’s expense if any damage is to occur.

DATED: _____

VENDOR: _____

(Print name)

BID FORM – WATER AND SEWER UTILITY DEPARTMENT

The undersigned bidder offers to maintain as per the Specifications the listed areas and cut and trim for the Water and Sewer Utility Department at the following locations at a total price made up as follows:

LIST OF LOCATIONS & UNIT COST/CUT

| LOCATIONS | MAP | ACRES | MIN.CUT | COST/CUT | TOTAL |
|--|-----|-----------|---------|---------------------------|-------|
| 1. Fitzroy St. Station | H5 | 1.00 | 18 | | |
| 2. Queen Eliz. Dr., (Brighton Station) | H4 | 0.30 | 18 | | |
| 3. Malpeque Rd. Station | D4 | 3.10 | 18 | | |
| 4. Mt. Edward Rd. Station | E5 | 1.00 | 18 | | |
| 5 Colonel Grey Drive Station | G4 | .02 | 18 | | |
| 6. Brackley Pt. Rd. Station | A4 | 4.50 | 18 | | |
| 7. Union Rd. Station | A6 | 4.00 | 18 | | |
| 8. Suffolk Rd. Station | B8 | 1.50 | 18 | | |
| 9. Dorchester Station | G6 | .02 | 18 | | |
| 10. Navy Quay Station | H5 | .15 | 18 | | |
| 11. Riverside Dr. Treatment Plant | G6 | 6.00 | 18 | | |
| 12. West Royalty Station | F4 | .30 | 18 | | |
| 13. West Haven Crescent Station | F3 | .15 | 18 | | |
| 14. East Royalty Lift Station | D7 | 0.20 | 18 | | |
| 15. Sherwood Road (Flume Chamber) | C3 | .05 | 18 | | |
| 16 – Aviation Dr. – Sewer Station | C5 | .25 | 18 | | |
| 17- 4 Prince St. - Founders Hall – Sewer Station | H6 | .16 | 18 | | |
| 18- Royalty Road – Sewer Station | C1 | 1 | 18 | | |
| 19- Miltonvale Well Field Pump House | B1 | 2 | 18 | | |
| 20- Miltonvale Reservoir Booster station | B2 | 4 | 18 | | |
| TOTAL ACRES | | 31 | | SUB TOTAL | |
| | | | | HST | |
| | | | | TOTAL QUOTED PRICE | |

Company Name: _____ Telephone: _____

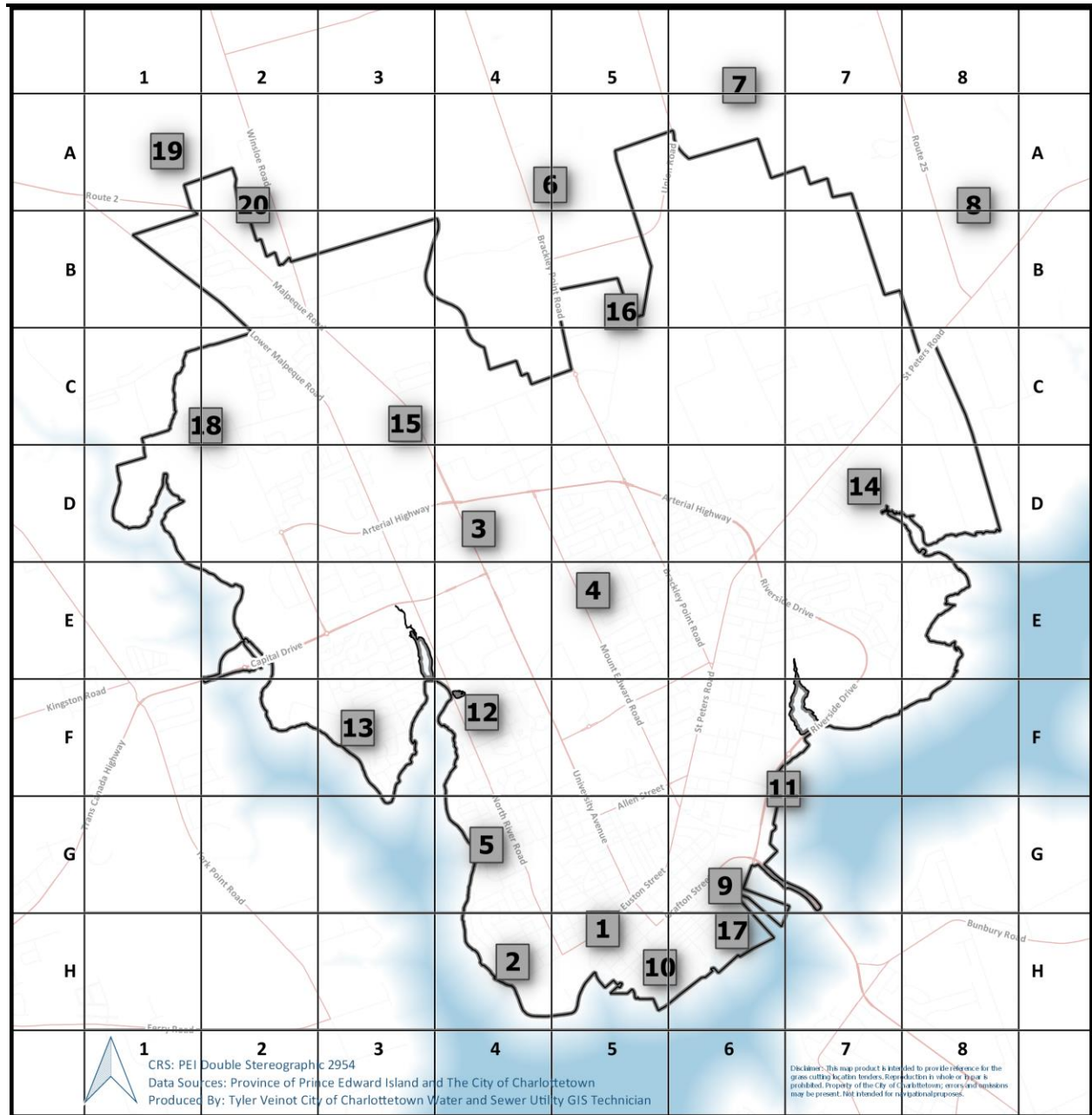
Address: _____ Signature: _____

Email: _____

Equipment: _____

WATER AND SEWER UTILITY DEPARTMENT – LOCATIONS OF EACH PROPERTY

Please note that numbers coincide with numbers noted on the Water and Sewer Utility Department Bid Form (found above).



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 arising 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