

**Request for Supplier
Qualifications For
2018 - 2019 Equipment Rentals**

Request for Supplier Qualifications No.: **TOC-18-001**

Issued: September 7, 2018

Submission Date: **September 28, 2018 @ 14:00
MDT**

PART 1 – INTRODUCTION

1.1 Invitation to Respondents

This Request for Supplier Qualifications (“RFSQ”) is an invitation by the Town of Coaldale (the “Town”) to prospective respondents to qualify in accordance with Part 3 – Evaluation of Responses for future eligibility to provide **2018 - 2019 Equipment Rental** as further described in Part 2 – The Deliverables (the “Deliverables”).

For the purposes of this procurement process, the “Town Contact Person” is:

Justin MacPherson; Assistant Operations Supervisor
Email: justin.macpherson@coaldale.ca

1.2 Type of Contract for Deliverables

Respondents will be evaluated according to the criteria described in Part 3. Based on those criteria, certain respondents will be selected onto a prequalified supplier roster list for the potential subsequent provision of the Deliverables to the Town pursuant to an invitational second-stage competitive process. The term of the prequalified supplier roster list is to be for a period of **6 months**.

1.3 No Guarantee of Volume of Work or Exclusivity of Contract

The Town makes no guarantee of the value or volume of work to be assigned to the selected respondents. Any Agreement entered into pursuant to an invitational second-stage competitive process will not be an exclusive contract for the provision of the described Deliverables. The Town may contract with others for the same or similar Deliverables to those described in this RFSQ or may obtain the same or similar Deliverables internally.

1.4 Agreement on Internal Trade

Respondents should note that procurements falling within the scope of Chapter 5 of the Agreement on Internal Trade are subject to that chapter but that the rights and obligations of the parties shall be governed by the specific terms of each particular tender call. For further reference, please see the Internal Trade Secretariat website at <http://www.ait-aci.ca/>.

PART 2 – THE DELIVERABLES

2.1 Description of Deliverables

A. GENERAL INFORMATION

Purpose is to obtain pricing and supply of various types of equipment the Town of Coaldale MAY require to supplement its own resources. The Town of Coaldale is looking for bids on the following equipment with operator for its snow clearing operations:

- Tandem dump trucks (minimum capacity 12 cubic yards)
- Graders
- Loaders
- Large snowblowers
- Bobcat with snow removal attachments or other equipment suitable for parking lot snow removal
- Tandem sand spreaders
- Pick-up truck sand spreaders

Employees of the Town of Coaldale are not eligible to submit bids for equipment / services on this rental agreement

B. COMPLETING THE FORMS

Please fill out the Submission Form (Appendix A), Reference Form (Appendix B) and Agreement (Attachment 2) as completely and accurately as possible. The Town will not make numerous phone calls and inquiries to be able to rent your equipment.

Attach a copy of your vehicle and liability insurance policies, Town of Coaldale Business License if existing, proof of good status with WCB, COR/SECOR certification if applicable as Indemnification and Insurance (Attachment 1). If you do not currently hold a Town of Coaldale Business License or a reciprocal License with one of our partner communities, you will be required to obtain a license prior to commencing any work within the Town.

Complete Schedule 1 – Equipment Rental Form by listing the type of equipment to be bid along with the year, make, model, serial number and providing the tandem box dimensions. The Lessor is responsible to supply these dimensions on the rental form.

For the 2018 - 2019 snow removal season, all box sizes must be a minimum of 12 cubic yards.

Instructions for recording box measurements. Inside dimensions only, in feet and inches. Box must meet original equipment manufacturing specifications. Any additions/modifications to the original equipment must have certified engineering approval (must be in good standing with a recognized professional engineering organization) and supporting documentation.

Length - as measured, if tailgate is sloped, use average length of box

Width - at top of metal side wall of box

Height - vertically from center of box floor to top of original equipment manufacturers (or certified approved addition/modification) metal side wall plus actual sideboards to a maximum of 2" x 8" board. (Any extra height on sideboards will receive NO additional credit, and is NOT to be included in the measurements).

Load over Height - Maximum distance from level ground to the top of the sideboards.

The equipment rental form must be completed with the details of equipment available for rental. The equipment is to be provided with an operator.

Lessors are to list all attachments available for the equipment that may be useful with the Town's snow clearing operation, especially on bobcats and loaders. If rates vary with attachments, please indicate this on the form. The more information provided the better.

Substitution is only intended in situations where a unit is sold after the close of the submission and another unit purchased to replace it. Lessors cannot substitute units without providing written documentation to the Town of Coaldale. All information required for the original unit must be supplied for the substitute. Failure to do so will result in the unit being rejected.

Grader Blades are to be INCLUDED in the rate charged by the Lessor

EVALUATION PROCESS AND CALL ORDER

The submission responses will be classified into groupings of similar pieces of equipment. As

equipment is required, it will be requested (called) on the basis of:

- 1) Suitability to meet the requirements of the Town of Coaldale
- 2) Low bid (if there is a tie, the newest unit will be selected)
- 3) Availability and Response Time at the time of request

Tandem units will be selected by lowest cost per cubic yard of box capacity, using the same measurement criteria shown in the Agreement.

C. PERFORMANCE MEASUREMENT

The purpose of this process is to provide feedback to the Lessors to allow them to meet the expectations of the Town and to improve the safety and productivity of Town worksites while using equipment rented through this agreement.

The performance issues may include, but are not limited to the following:

- a) Equipment
 - i) Reliability (how often does the equipment fail to complete a shift for mechanical reasons?) – compared against others of the same type
 - ii) Productivity – how does the productivity compare to other equipment in the same class / group
- b) Operators (on an individual basis)
 - i) Were operators competent in performing their duties?
 - ii) Did operators consistently follow safety rules and foreman's safety instructions?
 - iii) Productivity – how does the productivity compare to other operators of other equipment in the same class / group?
 - iv) Do operators interact with Town Staff and the Public in a professional, respectful and civil manner?
- c) Company
 - i) Completion of the requirements of the agreement
 - ii) Accurate, complete and timely billing
 - iii) Willingness to make improvements as requested

Observations of the equipment and operators will be by the Operating Department's foremen in charge as they are most familiar with these details. Company evaluations will be done by other Town staff most familiar with the interactions with the Lessors.

Deficiencies will be communicated to the underperforming Lessors with the aim to improve their performance on Town jobs. For a complaint to become recognized, a written record of the meeting will be required, with a copy sent to the Lessor as well as the Town's Operations Supervisor. If no improvements are noted, it could affect the selection of equipment and Lessors in the future.

D. OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS

The presence of a Corporate Safety Program that seeks to promote health and well-being of people and avoids damage to property or loss in services is an ongoing corporate priority. In order to ensure that occupational health and safety is an integral part of the contract management process, all participants involved in a project, both large and small, require an outline of expected performance. Following these occupational health and safety requirements will assist in achieving these goals:

1. Operator Certification. All operators shall possess a valid Alberta Operators License appropriate for the class of vehicle/equipment they operate. A copy of the license may be required and kept on file.
2. Working Alone. To comply with the *Occupational Health and Safety Act*, “An employer (equipment supplier) must provide effective radio, telephone or other electronic communication between a worker who works alone and persons capable of assisting the worker in an emergency or if the worker is injured or ill”. It is suggested that all operators provided with equipment have cellular phones if there is a reasonable chance they will be working alone. The supply of these devices will be the responsibility of the equipment suppliers.
3. Pre-Job Start-up. Note: the foreman in charge is the Town’s representative with respect to safety under this agreement. All operators will be required to attend pre-j o b start-up meetings conducted by the Town of Coaldale. This meeting will discuss known hazards identified through assessments and controls in place to reduce or eliminate these hazards.
4. Site Safety Requirements. At a minimum, all Town of Coaldale work sites are hard hat, safety vest and safety boot areas. This equipment, to be provided by the supplier shall be worn at all times at the work site regardless of the equipment being operated. Any additional site-specific safety requirements will be described during the pre-job start-up meeting/hazard assessment, which may include additional safety requirements.
5. Excavations or Confined Spaces. Operators of hired equipment are not authorized to enter excavations or confined spaces.
6. Accident Notification. The operator will immediately notify the Town (foreman in charge) of any accident, property damage, claim or notice of claim. Notice must be supplied in writing using the Town of Coaldale Incident / Issue Report Form (available from the foreman in charge) indicating how, where and when the incident occurred, including all names of those involved. Where property damage has occurred, the operator will notify the property owner either personally or by leaving a written notice on the premises.

2.2 Material Disclosures

1. TOWN OF COALDALE BUSINESS LICENSE – Successful respondent will be required to obtain a valid Town of Coaldale Business License (Town By-law 451-C-06-00).
2. Respondent will also provide proof of good status with W.C.B. at time of contract execution and payment.
3. Lessors with COR/SECOR to provide copy of their certificate with their submission.
4. Lessors will be required to read and follow the Town of Coaldale Contractor Safety Handbook and signoff on their agreeance with this requirement.

2.3 Terms and Conditions

See Attachment 1 – Anticipated Form of Agreement

PART 3 – EVALUATION OF RESPONSES

3.1 Timetable and Submission Instructions

Respondents should submit their responses according to the following timetable and instructions.

3.1.1 Timetable

Issue Date of RFSQ	Sept. 7, 2018
Submission Date	Sept. 28, 2018 @ 14:00 MT
Rectification Period	Three (3) Business Days from notification of rectification

The RFSQ timetable is tentative only and may be changed by the Town at any time.

3.1.2 Responses Submitted Only in Prescribed Manner

All submissions if delivered in person or sent by mail shall be directed to:

Town of Coaldale
1920 – 17 Street
Coaldale, AB T1M 1M1

Attn: Tenders' Office – Justin MacPherson

A respondent should submit **one (1)** hard copy of the Submission Form signed by an authorized representative. Responses are to be prominently marked with the RFSQ title and number (see RFSQ cover), with the full legal name and return address of the respondent, and with the Submission Date.

3.1.3 Responses Should Be Submitted on Time at Prescribed Location

Responses must be submitted at the location set out above on or before the Submission Date.

3.1.4 Withdrawing Responses

At any time throughout the RFSQ process, a respondent may withdraw a submitted submission. To affect a withdrawal, a notice of withdrawal must be sent to the Town Contact Person and must be signed by an authorized representative. The Town is under no obligation to return withdrawn responses.

3.2 Stages of Submission Evaluation

The Town will conduct the evaluation of responses in the following two (2) stages:

3.2.1 Stage I

Stage I will consist of a review to determine which responses comply with all the mandatory requirements. Responses failing to satisfy the mandatory requirements as of the Submission Date may be provided with an opportunity to rectify any deficiencies. Responses failing to satisfy the mandatory requirements within the Rectification Period will be excluded from further consideration. The Rectification Period will begin to run from the date and time that the Town issues its rectification notice to the proponent.

3.2.2 Stage II

Stage II will consist of a scoring by the Town of each qualified submission on the basis of the rated criteria and all qualified respondent(s) will be invited to enter onto a prequalified supplier roster list for the potential subsequent provision of the Deliverables pursuant to an invitational second

stage competitive process.

3.3 Stage I – Mandatory Requirements, Submission Date and Rectification Period

3.3.1 Submission Date

Other than inserting the information requested on the mandatory submission forms set out in this RFSQ, a respondent may not make any changes to any of the forms. Respondents submitting responses that do not meet the mandatory requirements may be provided with an opportunity to rectify any deficiencies.

3.3.2 Submission Form (Appendix A)

Each submission must include a Submission Form (Appendix A) completed and signed by a person authorized to bind the respondent.

3.3.3 Reference Form (Appendix B)

Each respondent must complete a Reference Form (Appendix B) and include it with its submission.

3.3.4 Other Mandatory Requirements

Each respondent must include a copy of their current Certificate of Insurance with its submission. This document must be signed by a licensed insurance broker or agent and include coverage and limitations.

Completed Schedule 1 - Equipment Rental Form

3.3.5 Rectification Period

Responses satisfying the mandatory submission content requirements within the Rectification Period will proceed to Stage II. Responses failing to satisfy the mandatory submission content requirements will be excluded from further consideration. For greater clarity, the Town does not intend to permit any further rectification of responses following the Rectification Period.

3.4.4 Tie Score

In the event of a tie score, the successful respondent will be determined by a simple random method chosen in the Town's sole discretion, which may consist of, without limitation, a coin toss or a lottery name draw. The coin toss or lottery draw shall be conducted in the presence of a representative of each of the tied respondents.

PART 4 – TERMS AND CONDITIONS OF THE RFSQ PROCESS

4.1 General Information and Instructions

4.1.1 Respondents to Follow Instructions

Respondents should structure their responses in accordance with the instructions in this RFSQ. Where information is requested in this RFSQ, any response made in a submission should reference the applicable section numbers of this RFSQ where that request was made.

4.1.2 Responses in English

All responses are to be in English only.

4.1.3 The Town's Information in RFSQ Only an Estimate

The Town and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFSQ or issued by way of addenda. Any quantities shown or data contained in this RFSQ or provided by way of addenda are estimates only and are for the sole purpose of indicating to respondents the general size of the work.

It is the respondent's responsibility to avail itself of all the necessary information to prepare a submission in response to this RFSQ.

4.1.4 Respondents Shall Bear Their Own Costs

The respondent shall bear all costs associated with or incurred in the preparation and presentation of its submission including, if applicable, costs incurred for interviews or demonstrations.

4.2 Communication after Issuance of RFSQ

4.2.1 Respondents to Review RFSQ

Respondents shall promptly examine all of the documents comprising this RFSQ and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information

in writing by email on or before the Respondent's Deadline for Questions to the Town Contact Person. All questions submitted by respondents by email to the Town Contact Person shall be deemed to be received once the email has entered into the Town Contact Person's email inbox. No such communications are to be directed to anyone other than the Town Contact Person. The Town is under no obligation to provide additional information but may do so at its sole discretion.

It is the responsibility of the respondent to seek clarification from the Town Contact Person on any matter it considers to be unclear. The Town shall not be responsible for any misunderstanding on the part of the respondent concerning this RFSQ or its process.

4.2.2 All New Information to Respondents by Way of Addenda

If the Town, for any reason, determines that it is necessary to provide additional information relating to this RFSQ, such information will be communicated to all respondents by addenda. Each addendum shall form an integral part of this RFSQ. Such addenda may contain important information, including significant changes to this RFSQ. Respondents are responsible for obtaining all addenda issued by the Town. In the Submission Form (Appendix A), respondents should confirm their receipt of all addenda by listing the number of each addendum in the space provided.

4.2.3 Post-Deadline Addenda and Extension of Submission Date

If any addendum is issued after the Deadline for Issuing Addenda, the Town may at its discretion extend the Submission Date for a reasonable amount of time.

4.2.4 Amending Responses Following Rectification Period

In the event that the Town determines that it is necessary to provide respondents with additional information relating to this RFSQ following the Rectification Period, such information will be communicated by addenda to all respondents who submitted responses satisfying the mandatory submission content requirements. All such addenda will be prescriptive, and respondents will be expected to amend only those portions of their responses as specifically instructed and to submit their amended responses in the manner and within the timeframe specified. Any amendments that are not in accordance with the instructions accompanying the addenda will be set aside and will not be evaluated.

4.2.5 Clarify, Verify and Supplement

When evaluating responses, the Town may request further information from the respondent or third parties in order to verify, clarify or supplement the information provided in the respondent's submission. The Town may revisit and re-evaluate the respondent's response or ranking on the basis of any such information.

4.2.6 No Incorporation by Reference

The entire content of the respondent's submission should be submitted in a fixed form and the content of websites or other external documents referred to in the respondent's submission will not be considered to form part of its submission.

4.2.7 Submission to Be Retained by the Town

The Town will not return the submission or any accompanying documentation submitted by a respondent.

4.3 Selection, Notification and Debriefing

4.3.1 Selection of Top-Ranked Respondents

The top-ranked respondent(s), as established under the evaluation, that are selected by the Town enter onto a prequalified supplier roster list and will be so notified by the Town in writing.

4.3.2 Notification to Other Respondents

Once the selected respondents are notified of their selection onto the prequalified supplier roster list, the other respondents will be notified by the Town in writing of the outcome of the RFSQ process.

4.3.3 Debriefing

Respondents may request a debriefing after receipt of a notification of award. All requests must be in writing to the Town Contact Person and must be made within thirty (30) days of notification of the outcome of the selection process. The intent of the debriefing information session is to aid the respondent in presenting a better submission in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the RFSQ process.

4.3.4 Bid Protest Procedure

If a respondent wishes to challenge the outcome of the RFQS process, it should provide written notice to the Town Contact within ten (10) days of notification of award, and the Town will respond in accordance with its bid protest procedures.

4.4 Prohibited Communications, Confidential Information

4.4.1 Prohibited Respondent Communications

The respondent shall not engage in any Conflict of Interest communications and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix A). For the purposes of this Section, "Conflict of Interest" shall have the meaning ascribed to it in the Submission Form (Appendix A).

4.4.2 Respondent Not to Communicate with Media

A respondent may not at any time directly or indirectly communicate with the media in relation to this RFSQ or any contract awarded pursuant to this RFSQ without first obtaining the written permission of the Town Contact Person.

4.4.3 Confidential Information of the Town

All information provided by or obtained from the Town in any form in connection with this RFSQ either before or after the issuance of this RFSQ:

- (a) is the sole property of the Town and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFSQ and the performance of any subsequent Contract;
- (c) must not be disclosed without prior written authorization from the Town; and
- (d) shall be returned by the respondents to the Town immediately upon the request of the Town.

4.4.4 Confidential Information of Respondent

A respondent should identify any information in its submission or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Town. The confidentiality of such information will be maintained by the Town, except as otherwise required by law or by order of a court or tribunal. Respondents are advised that their responses will, as necessary, be disclosed on a confidential basis, to the Town's advisers retained for the purpose of evaluating or participating in the evaluation of their responses. If a respondent has any questions about the collection and use of Personal Information pursuant to this RFSQ, questions are to be submitted to the Town Contact Person.

4.4.5 Inappropriate Conduct

The Town may prohibit a supplier 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: (a) the submission of quotations containing misrepresentations or any other inaccurate, misleading or incomplete information; (b) the refusal of the supplier to honor its pricing or other commitments made in its submission; or (c) any other conduct constituting a Conflict of Interest. For the purposes of this Section, "Conflict of Interest" shall have the meaning ascribed to it in the Submission Form (Appendix A).

4.5 Procurement Process Non-binding

4.5.1 No Contract A

The procurement process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation: (a) the RFSQ shall not give rise to any "Contract A" based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and (b) neither the Respondent nor the Town shall have the right to make any claims against the other with respect to the award of a contract, failure to award a contract or failure to honor a response to this RFSQ.

4.5.2 No Contract until Execution of Written Agreement

No legal relationship or obligation regarding the procurement of any good or service shall be created between the Respondent and the Town by the RFSQ process until the successful negotiation and execution of an Agreement pursuant to a subsequent invitational second-stage procurement process.

4.5.3 Disqualification for Misrepresentation

The Town may disqualify the Respondent or rescind a contract subsequently entered if the Respondent's response contains misrepresentations or any other inaccurate, misleading or incomplete information.

4.5.4 References and Past Performance

The Town's evaluation may include information provided by the respondent's references and may also consider the respondent's past performance on previous contracts with the Town.

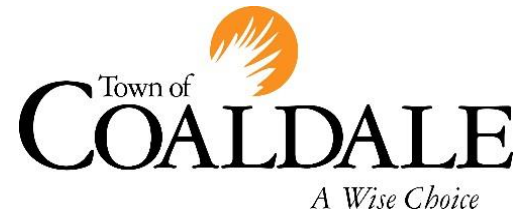
4.5.5 Cancellation

The Town may cancel or amend the RFSQ process without liability at any time.

4.6 Governing Law and Interpretation

4.6.1 Governing Law

The terms and conditions in this Part 4 Terms and Conditions of RFSQ Process: (a) are included for greater certainty and intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision); (b) are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and (c) are to be governed by and construed in accordance with the laws of the province or territory in which the Town is located and the federal laws of Canada applicable therein.



Request for Supplier Qualifications

FOR

2018 - 2019 RENTAL EQUIPMENT

TOC-18-001

APPENDIX A - SUBMISSION FORM

APPENDIX A – SUBMISSION FORM

Request for Supplier Qualifications No.: **TOC-18-001**

To the Town:

1. Respondent Information

(a) Full legal name of the respondent:

(b) Any other relevant name under which the respondent carries on business:

(c) The jurisdiction under which the respondent is governed:

(d) The name, address, telephone, facsimile number and email address of the contact person for the respondent:

2. Acknowledgment of Non-binding Procurement Process

The respondent acknowledges that this RFSQ process will be governed by the terms and conditions of the RFSQ and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding bidding process and that there will be no legal relationship or obligations created until the Town and the selected respondent have executed a written contract.

3. Ability to Provide Deliverables

The respondent has carefully examined the RFSQ documents and has a clear and comprehensive knowledge of the Deliverables required under the RFSQ. The respondent represents and warrants its ability to provide the Deliverables required under the RFSQ in accordance with all of the requirements of the RFSQ, including, without limitation, those performance standards set out in Part 2 – Deliverables.

3. Addenda

The respondent has read and accepted all addenda issued by the Town prior to the Deadline for Issuing Addenda. The onus remains on respondents to make any necessary amendments to their submission based on the addenda. The respondent is requested to confirm that it has received

all addenda by listing the addenda numbers or, if no addenda were issued, by writing the word “None” on the following line:_____. Respondents who fail to complete this section will be deemed to have received all posted addenda.

4. Conflict of Interest

For the purposes of this section, the term “Conflict of Interest” means in relation to the RFSQ process, the respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (a) having, or having access to, confidential information of the Town in the preparation of its submission that is not available to other respondents; (b) communicating with any person with a view to influencing preferred treatment in the RFSQ process (including but not limited to the lobbying of decision makers involved in the RFSQ process); or (c) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFSQ process.

If the box below is left blank, the respondent will be deemed to declare that (a) there was no Conflict of Interest in preparing its submission; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFSQ.

Otherwise, if the statement below applies, check the box.

- ☐ The respondent declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the respondent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFSQ.

If the respondent declares an actual or potential Conflict of Interest by marking the box above, the respondent must set out below details of the actual or potential Conflict of Interest:

The following individuals, as employees, advisers, or in any other capacity (a) participated in the preparation of our submission; **AND** (b) were an employee of the Town and have ceased that employment within twelve (12) months prior to the Submission Date:

Name of Individual:
Job Classification:
Department:
Last Date of Employment with the Town:
Name of Last Supervisor with the Town:
Brief Description of Individual’s Job Functions:
Brief Description of Nature of Individual’s Participation in the Preparation of the Submission:

(Repeat above for each identified individual)

The respondent agrees that, upon request, the respondent shall provide the Town with additional information from each individual identified above in the form prescribed by the Town.

5. Disclosure of Information

The respondent hereby agrees that any information provided in this submission, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The respondent hereby consents to the disclosure, on a confidential basis, of this submission by the Town to the Town's advisers retained for the purpose of evaluating or participating in the evaluation of this submission.

6. Confidential Information of Proponent

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Town. The confidentiality of such information will be maintained by the Town, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed on a confidential basis, to the Town's advisers retained for the purpose of evaluating or participating in the evaluation of their proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFQ, questions are to be submitted to the Town Contact.

Signature of Witness

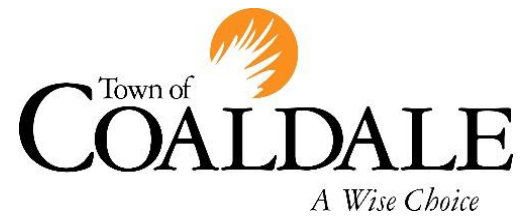
Signature of respondent representative

Name of Witness

Name and Title

Date:

I have authority to bind the respondent.



Request for Supplier Qualifications

FOR

2018 - 2019 RENTAL EQUIPMENT

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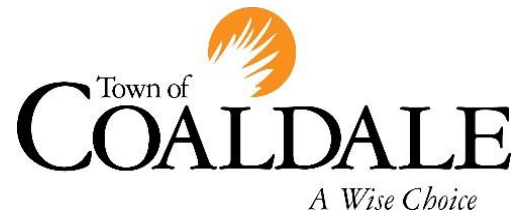
APPENDIX B – REFERENCE FORM

APPENDIX B – REFERENCE FORM
TOC-18-001; 2018 - 2019 Equipment Rental

Company Name: _____

Respondents are to provide three relevant customer references, including contact name, role, telephone number / email address and description of completed project(s).

Reference #1	
Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	
Email address:	
Reference #2	
Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	
Email address:	
Reference #3	
Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	
Email address:	



Request for Supplier Qualifications

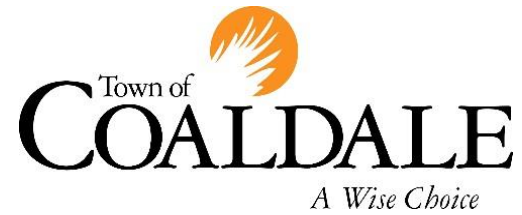
FOR

2018 - 2019 RENTAL EQUIPMENT

TOC-18-001

ATTACHMENT 1 – INDEMNIFICATION AND INSURANCE

Town of Coaldale
1920 – 17 St.
Coaldale, AB T1M 1M1



Request for Supplier Qualifications

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2018 - 2019 RENTAL EQUIPMENT

TOC-18-001

ATTACHMENT 2 – ANTICIPATED FORM OF AGREEMENT

Town of Coaldale
1920 – 17 St.
Coaldale, AB T1M 1M1

TOWN OF COALDALE

TOC-18-001

EQUIPMENT RENTAL AGREEMENT

I, _____
Print Name

COMPANY NAME (here in referred to as the Lessor)

ADDRESS

POSTAL CODE

2017 Town Business License #

TELEPHONE NUMBER

Certificate of Recognition (COR) #

CELLULAR

COR Expiry Date

FAX #

Workers Compensation Account #

In the Province of Alberta, Lessor, in consideration of payment to me by the Town of Coaldale at the rates shown below for the services of any equipment rented from me by the Town of Coaldale at and for the prices set out in this Equipment Rental Agreement and subject to the other conditions set out therein, the equipment shown on the attached "Equipment Rental Form".

1. DURATION OF AGREEMENT & BILLING INFORMATION

- A. The rental rates shall be in force from November 3, 2017 until the expiration of the 30th day of April 2018, or until amended.
- B. The rental period shall be the actual number of hours the equipment is working on the project. The number of hours worked must be approved by the job foreman on the day the work is performed. All demands for payment shall be sent to finclerk@Coaldale.ca, or mailed to Town of Coaldale Accounts Payable, 1920 – 17 St., Coaldale, Alberta, T1M 1M1, (403)-345-1305, or may be hand delivered to Town Office, Accounts Payable. One request for payment is allowed per month for work performed from the first to the final day of each month. Invoices are to be presented promptly for payment.
- C. Each request for payment is to be accompanied with a clearance letter from W.C.B. Payments will not be processed until the letter is received. Payments will be made to the Lessor under the name described in the compensation account.
- D. **Rental rates (being computed by the hour) may terminate at any hour of a day. Termination of rental shall be effective when a responsible officer of the Town advises the Lessor or the Lessor's representative in charge of the equipment at a job-site that the equipment is no longer required. Where termination involves the equipment being under hire for part of the day, it will be paid according to the actual number of hours worked that day.**
- E. The rental period can be cancelled without notice for poor performance, tardiness or safety infractions regarding the equipment or its operation on the part of the Lessor.

2. CONDITION OF EQUIPMENT

The Lessor of any equipment to be used on a Town job must warrant the equipment to be in good working condition and in addition the Lessor will ensure that:

- A. The equipment offered meets the current Provincial standards for the type offered. For example, Commercial Vehicles meet the requirements of the Traffic Safety Act. The enforcement of the Traffic Safety Act is not a Town responsibility, but we expect the Lessors to ensure their vehicles are in compliance at all times. Random inspections may be used to confirm items such as current MVI stickers.
- B. The equipment is to be fully serviced, the daily trip inspection completed (for tandem trucks) and has adequate grease, oil and fuel with it when reporting for duty each day.
- C. Tandem Trucks – Specific Requirements
 - i) The trucks offered must be capable of being legally loaded to a minimum of 11 tonnes of snow. The box must be of sufficient volume and length to allow for ease of loading to this capacity (with the Town loaders).

3. OPERATORS (Equipment and Trucks)

- A. Operators of equipment are responsible for safe and legal operation of their vehicles. Any tickets received for violations are the responsibility of the operator or equipment supplier, not the Town of Coaldale.
- B. Operators supplied with any piece of equipment must be fully trained and competent in the operation of that type of equipment. Competency may be verified by the Town, to industry standards.
- C. Operators are required to comply with all the Occupational Health and Safety Requirements identified in Appendix "A".
- D. Operators are required to be familiar with the Town road network to avoid problems communicating directions, addresses, etc.**
- E. As much as practical, operators should remain constant throughout the season to reduce the amount of orientation required by the Town Operating departments.
- F. In order to ensure effective communication, tandem truck operators are to be provided with cellular telephones.

4. INDEMNITY BY LESSOR - BREAKDOWN OF EQUIPMENT

The Town, as Lessee of equipment, shall not be liable for any loss, expense or damage occurring to the Lessor as the result of the breakdown of equipment under lease to the Town, unless it is shown that such loss, expense or damage was a direct result of negligence on the part of the Town or its employees. When equipment in use at a job site becomes unserviceable, the Lessor will promptly deliver alternative equipment from the submission list to the job site at no higher rate, and the Town, in such cases, reserves unto itself the right to hire alternative equipment elsewhere if not satisfied with the job performance of the substitute equipment offered by the Lessor.

5. NOTICE OF RENTAL TERMINATION

The Lessor may terminate the rental of any piece of equipment on seven (7) days written notice to the Town and the withdrawal of equipment from a job site without such notice shall be a breach of the terms of hire unless it can be shown that the Town has agreed to waive the said seven (7) days' notice. Where equipment is removed from a job site **without** permission, it is agreed that the liquidated damages for such breach shall be the sum equivalent to eight (8) hours rental time and this amount may be deducted by the Town from any rental sum then owing by the Town to the Lessor.

6. CONTROL OF EQUIPMENT

The Town as Lessee will endeavor to prevent unauthorized persons from having access to the equipment and should it be necessary for the equipment to be operated at any time by an employee of the Town, the Town will ensure that its employee is qualified to operate the said equipment and the Town shall not operate said equipment except with the knowledge and consent of the Lessor or its agent at the job site.

7. TRANSPORTATION CLAIMS

The Lessor will deliver all equipment to the job site. Any move from one job site to another

will be made at the expense of the Lessor. No payment will be made by the Town for the use of any equipment during such time as the equipment is being moved.

8. BUSINESS LICENSE

As required under the provision of Town By-law 451-C-06-00, the Lessor must be a holder of a valid and subsisting Town of Coaldale, Business License suitable for supply of contractor's equipment.

9. PRIME CONTRACTOR DESIGNATION

By virtue of this agreement, the on-site foreman of the appropriate operating department shall assume the duties and responsibilities of **Prime Contractor** as defined by the Occupational Health and Safety Act of the Province of Alberta and Regulations thereunder (THE ACT) and in said capacity shall ensure as reasonably practicable, the compliance on the part of all Lessors, employees or agents with all provisions of the Act, Regulations and Code.

10. DECLARATION

The Lessor now covenants with the Town of Coaldale that:

No employee of the Town of Coaldale has any financial interest in the Lessor's operation. If an employee of the Town has an interest in the Lessor, please describe the nature of the interest when completing the section below.

It is understood that if the foregoing covenant is found to be inaccurate, the Town may then forthwith determine and bring to an end this Agreement.

All applicants must complete this section of the Agreement.

The following are the names and addresses of Town employees having an interest in the Lessor

1. _____

2. _____

3. _____

11. EXECUTION

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this _____ day of

_____ A.D., 2017

WITNESS

_____(SEALED)
LESSOR (print)

PER: _____
TITLE

The personal information in this agreement is collected under the provisions of section 33(c) of Alberta's Freedom of Information and Protection of Privacy Act. It will be used for the purpose for which it was collected and may be disclosed in accordance with section 40(1) of the Act. If you have any questions in regards to the collection, use or disclosure, please contact tenders at 403-345-1354.

Schedule 1 - Equipment Rental Form TOC-18-001 2018 - 2019 Equipment Rental

Company Name: _____

[illegible]

SUBMISSION CHECKLIST

2018 - 2019 Equipment Rental TOC-18-001

To ensure that your submission package is complete, please be sure the following items are enclosed:

- ☐ One (1) completed hard copy.
- ☐ Appendix A – Submission Form is completed and signed
- ☐ Appendix B – Reference Form is completed
- ☐ Attachment 1 – Indemnification and Insurance
 - Copy of valid Certificate of Insurance is attached
 - Proof of good status with WCB
 - Copy of Town of Coaldale Business License (if existing)
 - Copy of COR/SECOR certification (if applicable)
- ☐ Attachment 2 – Anticipated Form of Agreement
- ☐ Completed Schedule 1 - Equipment Rental Form

Please also insure:

- ☐ APC has been checked for Addendums issued for this solicitation. Any posted Addendum has been indicated in Section 3 of Appendix A.
- ☐ The prices quoted are in **Canadian Dollars**.
- ☐ Submission is prominently marked with the competition title and number, with full legal name and return address of the proponent
- ☐ Responses to be received no later than on the Submission Date as noted in the IMPORTANT DATES section of the RFQ document. Responses received after the Submission Date and Time will be rejected.