



**Supply, Delivery and provide Support for the Lease or Purchase of
Utility Carts for Various Athletic Parks**

(THIS IS NOT AN ORDER)

SUMMARY

The City of Calgary serves the community through excellence in activities, and programs provided by Recreation who has been doing so for the last 100 years.

As such, The City of Calgary is looking for a Proponent who can supply, deliver and provide support for the lease or purchase of utility carts for various athletic parks.

Proponents who are interested in this RFP are to submit a response to one (1) or both of the following schedules:

Schedule A – lease

Schedule B – purchase

PLEASE NOTE THE CLOSING TIME HAS CHANGED

File Number: **11-1814**

Closing Time:

16:00:59 Hours Calgary Time

Closing Date:

2012 January 09

Note:

Submissions will NOT be opened publicly

Pursuant to Special Conditions [3.0](#), it is the Proponent's responsibility to request clarification of any item that is unclear or uncertain within the content of the Proposal package before closing time, by contacting:

Proposal Information:

Phone:

Fax:

Email:

Gordon Tomazic

403-268-4044

403-268-5523

gordon.tomazic@calgary.ca



INDEX

ITEM NO.	DESCRIPTION	PAGE NO.
1	PRE-PROPOSAL MEETING NOTICE	1
2	INSTRUCTIONS FOR SUBMITTING PROPOSAL	2
3	SPECIAL CONDITIONS OF PROPOSAL	3
4	TECHNICAL GUIDELINES	15
5	EVALUATION MATRIX	16
6	PRICE DETAIL SHEET	18
7	SIGNATURE AND WAIVER SHEET	20
8	APPENDIX 1	22
9	APPENDIX 2	23
10	APPENDIX 3	24
11	APPENDIX 4	25
12	APPENDIX 5	26
13	APPENDIX 6	27
14	APPENDIX 7	28
15	APPENDIX 8	29
16	APPENDIX 9	30
17	APPENDIX 10	31



PRE-PROPOSAL MEETING NOTICE

A Pre-Proposal Meeting has been scheduled for:

DATE:

LOCATION:

TIME:

~~_____ MANDATORY PRE-PROPOSAL MEETING: Proposal submitted by firms who have not attended the Mandatory Pre-Proposal Meeting will not be considered.~~

~~_____ OPTIONAL PRE-PROPOSAL MEETING: Please note that specific and pertinent information may be conveyed at this meeting. Proponents attending this meeting may be privy to project information that may not necessarily be contained in any of the documentation provided.~~

 X NOT APPLICABLE: No Pre-Proposal Meeting will be held for this Request for Proposal



INSTRUCTIONS FOR SUBMITTING PROPOSAL

1. Each Proponent should submit **three (3)** copies of their Proposal, **one (1)** hard copy clearly marked "Original" and the other(s) clearly marked "Copy"; along with **one (1) electronic** copy submitted on CD or memory stick in a Microsoft Word or PDF format. *To ensure full consideration, use this document and maintain paragraph numbering.* If there are any differences between the hard copy and the electronic copy, the hard copy marked "Original" will prevail.
2. The City of Calgary ("The City") does not accept faxed or emailed Proposals.
3. Proposal must be written in English.
4. Each Proponent is solely responsible for ensuring that its submission is received and time stamped at:

The City of Calgary, Supply Management
Manchester Building "U", 2nd Floor Reception
677 – 25th Avenue SE,
Calgary, Alberta T2G 4K8

at or before the stated closing time in the RFP package. Receipt of each submission will be confirmed by The City of Calgary time clock stamp, located in Supply Management at the above address only. No other time clock stamp will be considered valid. The City of Calgary is not responsible for any submission received or time stamped after the stated closing time, and will not consider any such submission.

5. Failure to address envelopes exactly as indicated may result in delayed delivery and rejection of the submission. **Any submission not received at the location specified on the label by the closing date and time shown below will be returned and will not be considered.**
6. To assure your submission is considered;
 - Cut out the label below and affix this label to the outside of your submission. If you are placing your submission in an additional envelope for shipping, the label should be on the **OUTSIDE ENVELOPE.**

✂-----

 THE CITY OF CALGARY FINANCE & SUPPLY			Supply Management Loc. #8140 2nd Floor, Manchester Building "U" 677 – 25 Avenue SE Calgary, Alberta, Canada T2G 4K8		
PROPOSAL NUMBER 11-1814		CLOSING DATE 2012 January 09		CLOSING TIME 16:00:59 Calgary Time	
NAME OF BUSINESS ENTITY				BUYERS NAME Gordon Tomazic	



SPECIAL CONDITIONS OF PROPOSAL

1.0 GENERAL

- 1.1 The Special Conditions of Proposal are supplementary to the Conditions of Proposal, and form an integral part of the contract documents. Where items covered by these Special Conditions of Proposal are in conflict with items described elsewhere in the contract documents, or Conditions of Proposal referred to, the Special Conditions of Proposal contained herein will govern.
- 1.2 The following documents have been incorporated by reference into the Request for Proposal:
- Conditions of Proposal;
 - Affidavit of Execution;
 - Affidavit of Corporate Signing Authority;

To view the referenced documents at The City’s website, visit www.calgary.ca/bids and click on “Supply Management Terms and Conditions”.

2.0 AWARD

- 2.1 It is the intention of The City to award Schedule A or Schedule B to one (1) Proponent; however The City reserves the right to award a blend of Schedule A and Schedule B to one (1) Proponent or award a blend of Schedule A and Schedule B to more than one (1) Proponent if deemed necessary to establish business alliances to most effectively and sufficiently meet the number of required units.
- 2.2 A Proposal will be scored in accordance with [3.0 EVALUATION CRITERIA](#) found in this document and may be awarded to the highest evaluated Proponent in accordance with Special Condition 2.1.
- 2.3 The City reserves the right to increase or decrease the number of required units or cancel this Proposal and not award to the highest evaluated Proponent.

3.0 QUESTIONS AND CLARIFICATIONS

- 3.1 All requests for clarification and questions regarding this RFP must be submitted in writing via email to Gordon Tomazic at gordon.tomazic@calgary.ca. All questions or clarifications must be specific to this RFP and must include references to a specific section or schedule and item number.
- 3.2 If Finance and Supply, in its sole discretion determines a response or clarification is warranted, a response will be published in writing and included as an addendum to this RFP prior to the closing date. The official response to all questions will be considered final. This will ensure accurate, consistent responses to all Proponents. Only the written responses from The City will be considered official and binding on this RFP.



4.0 MULTI-YEAR PROVISION

- 4.1 The agreement shall be in effect for a period of three (3) years from the date of official acceptance by The City.
- 4.2 When mutually agreeable between The City and the successful Proponent, this contract may be renewed under the same terms and conditions of this contract for a period not to exceed two (2) additional years and said option to renew this contract for a second (2), two (2) year period.
- 4.3 The City will be willing to look at different leasing options; however the maximum lease period would be seven (7) years.
- 4.4 The maximum length of this contract shall be a total of seven (7) years.

5.0 SCOPE OF WORK

- 5.1 The City has a necessity to lease (Schedule A) or purchase (Schedule B); seventeen (17) utility carts for various athletic parks.
- 5.2 Schedule A – lease, will incorporate, but not limited to;
 - a. Brand new units;
 - b. All preventative maintenance included in the lease rate;
 - c. Buy-out option and option to return the leased units available at any time during the lease interval as well as at the end of lease period; subject to units, Proponent performance and budget availability;
 - d. Lease terms; Daily, Weekly, Monthly, thirty-six (36) months, sixty (60) months, up to a maximum of eighty-four (84) months;
 - e. Firm monthly lease rate to be set at the level which will provide ninety-five percent (95%) of the purchase price to be directed toward the purchase of the units after sixty (60) months or to a maximum of eighty-four (84) months;
 - f. Firm buy-out amount; for lease terms of thirty-six (36) months, sixty (60) months, and up to the maximum eighty-four (84) months, to be available at the time of the agreement being accepted between The City and the successful Proponent;
 - g. The successful Proponent agrees that leased units can be returned at any time during the lease interval if required by The City.
- 5.3 Schedule B – purchase, will incorporate, but not limited to:
 - a. New units;
 - b. Manufacturer's warranty, beginning on the date of receipt by The City; and
 - c. Optional, extended warranty for new units.
- 5.4 A Proponent is encouraged to submit a proposal outlining how they can best meet the above requirements for one (1) or both schedules.



6.0 DELIVERY

- 6.1 Delivery of utility carts will be to various City of Calgary locations with shipping terms: Delivered Duty Paid – (“DDP”), Incoterms 2010, for further information visit the following webpage <http://www.iccwbo.org/>.
- 6.2 Pricing on schedules shall include delivery, DDP.

7.0 PRICING

- 7.1 The City requests that the prices offered herein are warranted to be equal to or lower than those offered for equivalent quantities of products or services to other governmental agencies or similar institutional accounts.
- 7.2 Purchase prices, monthly lease rates and buy-out price are to be firm during the lease interval.
- 7.3 To ensure consideration, Proposal Pricing will be based on utility carts having fixed pricing as outlined in Special Condition [4.0 MULTI-YEAR PROVISION](#).
- 7.4 The City and the highest evaluated Proponent may only adjust prices at the end of each contract term as outlined in Special Condition [4.0 MULTI-YEAR PROVISION](#).
- 7.5 At the time of a renewal, negotiations on price adjustments for inflation are based on, and to be no more than, Statistics Canada Monthly Industrial Product Price Indexes (CANSIM) numbers, including but not limited to:
- a. v53434077;
 - b. v53434109;
 - c. v53434145;
 - d. v53434162;
 - e. v53434163; and
 - f. v53434166.

CANSIM numbers can be further negotiated to reflect local and national economic conditions. The City may also consider other North America indexes which are used in the industry during price negotiations.

8.0 PAYMENT TERMS

- 8.1 Payment terms for this RFP are DDP: net forty-five (45) days from date of invoice received or date the good or services or both are received, whichever is the later in the sole opinion of The City.
- 8.2 The City reserves the right to negotiate **all** payment terms.



9.0 FINANCIAL BENEFITS AND COST SAVINGS OPPORTUNITIES

- 9.1 Since The City recognizes that the resulting contract may result in an opportunity to realize significant cost savings, The City is allowing the Proponent to detail cost savings opportunities, rebate programs, savings obtained through milestone payments or other opportunities that exist and are not discussed in this document. A Proponent should quantify and detail cost savings and added value that will be provided to The City. More favourable terms may be offered by a Proponent and will be taken into consideration as part of Evaluation Criteria Item 7 Value Added Service.
- 9.2 A Proponent should detail any other incentives that you may provide to The City and how they will reflect on your overall bid. Detail and discuss any special cost reduction opportunities that may be observed and applied by The City. This may include suggested exclusions of items requested for a utility cart or suggested alternate products.
- a. A Proponent should submit information using the sheet provided in [APPENDIX 1](#)
- 9.3 Only quantifiable information will be applied to the pricing information provided in each proposal and evaluated as per the Evaluation Matrix.

10.0 INVOICING

- 10.1 All invoices must provide break down of: lease rate and maintenance rate which will further be broken down by labour hours, parts, description of work performed and applicable discounts.
- 10.2 The City will take all reasonable action to ensure that all invoices are paid promptly to the successful Proponent without delay. However, in the event payment is delayed beyond the negotiated payment term, The City will not authorize and will not accept any late charges.

11.0 SIMILAR PRODUCTS

- 11.1 Should The City require utility carts that are different to the specs listed in the Technical Guidelines after award, The City reserves the right to request pricing from the successful Proponent for utility carts or return to the market with a new Request for Proposal document when in The City's best interest.

12.0 SERVICE REQUIREMENTS

- 12.1 In the event of a cart service call, if a cart cannot be repaired within twenty-four (24) hours then the successful Proponent must provide an equivalent replacement utility cart.
- 12.2 In the event that a repair exceeds five-hundred dollars (\$500) in parts and labour approval from the (Athletic Park Supervisor or designate or the Vehicle, Training and Equipment Coordinator) is required.
- 12.3 In the event of an accident or vandalism repair to a cart, a repair cost estimate (sent to the Athletic Park Supervisor or designate or the Vehicle, Training and Equipment Coordinator) is required for approval prior to the start of repair work.



13.0 PREVENTATIVE MAINTENANCE, MOBILE SERVICE AND PRODUCT SUPPORT

- 13.1 A Proponent should provide a preventative maintenance schedule list for required services as per [Special Condition 5.2.b](#) and include pricing for utility carts that are purchased.
- a. A Proponent should submit information using the sheet provided in [APPENDIX 2](#)
- 13.2 Preventative maintenance pricing will remain firm for twelve (12) from the date of official acceptance by The City, and can be renewed for twelve (12) month periods matching the terms set forth in Special Condition [4.0 MULTI-YEAR PROVISION](#)
- 13.3 A Proponent should have the ability to provide onsite maintenance, service and product support for the utility carts they are proposing.
- 13.4 A Proponent should submit technician and qualification information using the sheet provided in [APPENDIX 3](#).
- a. A Proponent should list any maintenance services and support services available.
- b. A Proponent should explain their ability to provide mobile services by listing any mobile services you have available where The City could benefit from.
- 13.5 It is the expectation of The City that technicians providing installation, maintenance and repair services to leased or purchased utility carts, have the appropriate qualifications and industry recognizable certificates to perform these services.
- 13.6 Upon award the successful Proponent will be required to supply proof of an employee's qualifications listed in the Proponent's RFP response.

14.0 CONDITION OF CARTS AND ACCESSORIES

- 14.1 At the start of the contract period the successful proponent will provide brand new utility carts and accessories (canopy's, headlights, etc).
- 14.2 Additional accessories (for example: fuel gauges, fold down windshields, hour metres, signal lights, beacon or strobe light, canopy, and powered dump options) may be added to the utility cart prior to a delivery, at delivery, or post a delivery order on an as needed basis.
- a. A Proponent should submit pricing using the sheet provided in [APPENDIX 4](#)
- b. Pricing for accessories are to remain **firm** for a period of twelve (12) months from the date of official acceptance by The City, and can be renewed for twelve (12) month periods matching the terms set forth in Special Condition [4.0 MULTI-YEAR PROVISION](#).
- 14.3 Optional, extended warranty should be available for any and all additional accessories.
- 14.4 Every athletic park location will be provided with one (1) spare tire for each model of cart to be used in the event of a flat tire.



15.0 WARRANTY

- 15.1 A Proponent is required to state warranties on parts, labour and the leased units and are strongly encouraged to include all relevant information regarding warranties.
- a. A Proponent should submit information using the sheet provided in [APPENDIX 5](#)
- 15.2 A Proponent further warrants that services and commodities from this contract will be free of defects, deficiencies or problems arising from faulty manufacture, construction, material installation or workmanship for a further period of twelve (12) months from the date of lease or purchase as indicated by warranty and in accordance with Special Condition [18.0 EVALUATION OF UTILITY CARTS](#).

16.0 SITE VISITS

- 16.1 Please note that The City could be making a site visits of selected Proponent's premises to ensure all supplied information pertaining maintenance facilities are correct and in good working order.

17.0 ALTERNATE PROPOSALS

- 17.1 A Proponent may, at their discretion, submit alternate Proposals, or Proposals which deviate from the RFP requirements; provided, that the Proponent also submit a Proposal for performance of the work as specified in the statement of work. Such Proposals may be considered if overall performance would be improved or not compromised and if they are in the best interests of The City. Alternative Proposals, or deviations from any requirements of this RFP, shall be clearly identified.

18.0 EVALUATION OF UTILITY CARTS

- 18.1 The City reserves the right to select a Proponent who can supply a utility cart which is most suitable to The City's requirements as to model, make, and The City's evaluation of suitability will prevail.

19.0 NUMBERING, IDENTIFICATION AND DECALS

- 19.1 All utility carts and corresponding keys must be affixed with a unit number upon delivery. Utility carts will be tracked and inspected by unit number.
- 19.2 Cart serial numbers should also be submitted referencing cart type to unit number.
- 19.3 The City may identify each unit with decals in the same manner it does with its rental vehicles.
- 19.4 The successful Proponent may identify the Lease units with its own decals, however in the event the location of the successful Proponent's decal is the same spot where The City wishes to place its decal, and The City may overlay its decal over the successful Proponent's.



- 19.5 No charge or damages will be paid by The City with regard to the decal being applied and removed. The City will not pay any damages as a result of normal mounting of equipment (i.e. screw holes etc) and will take reasonable care to ensure this is done with minimal damage.

20.0 UNSATISFACTORY UNITS

- 20.1 Prior to utility cart delivery to specified locations, personnel of The City (Athletic Park Supervisor or Designate, or Vehicle Training and Equipment Coordinator) will perform a pre-delivery inspection and complete an inspection report. A return inspection will also be completed as utility carts are returned.
- 20.2 If a leased unit is found to be unsatisfactory to The City within three (3) working days after delivery, The City will return the unit without payment of lease in respect thereof and the successful Proponent will replace the unit with another unit satisfactory to The City forthwith.
- 20.3 If in The City's opinion, acting reasonably, the unit, at any time during the lease period, is found to be in an unsatisfactory condition, the successful Proponent will replace the unit with another unit of the same type. The lease payment for the unit will be determined for the date when the replacement unit is supplied.
- 20.4 If the successful Proponent is unable to replace an unsatisfactory unit, The City reserves the right to source the unit outside of this agreement.

21.0 SUBSTITUTE UNITS

- 21.1 The successful Proponent may substitute another unit of the same type and at the same lease rate for the unit used by The City, but will make the change in such a manner as to not interfere with The City's operational use of the original unit or the substitute unit. On the date a substitution takes place, the original unit's agreement will cease and a new agreement will be initiated for the substituted unit.

22.0 DAMAGES AND OTHER CHARGES

- 22.1 The City will ensure that no person is allowed to drive any unit obtained from the successful Proponent unless the operator has a proper Provincial Drivers' licence required for the type of unit used.
- 22.2 The City will take the same care of utility carts obtained from the successful Proponent to prevent them from being stolen or damaged by vandalism. If any utility cart belonging to the successful Proponent is stolen during the period of the lease and is not recovered, or if when it is recovered and is too badly damaged to be reasonably repairable, then The City will pay to the successful Proponent, the Actual Cash Value of the depreciated utility cart based on the finding of, but not limited to an independent Damage Appraiser.
- 22.3 Where a utility cart is damaged during the period of the lease, The City will contact the successful Proponent to repair the utility cart and reimburse the successful Proponent for the cost of repairs. When an agreement of damages rechargeable to The City is to be



reached, two (2) estimates are required, one (1) from the successful Proponent and one (1) from The City prior to repair. Where the two (2) estimates differ, an authorized representative of the successful Proponent and The City will negotiate a final settlement.

- 22.4 If The City returns a utility cart to the successful Proponent in a condition which requires reconditioning or repairs, then the successful Proponent will:
- Within two (2) days after the return of the utility cart, notify The City of the unsatisfactory condition of the utility cart.
 - Allow The City reasonable opportunity to inspect the condition of the utility cart and assess the responsibility for all or part of the cost of the repair of reconditioning and determine whether The City or the successful Proponent should repair the utility cart.
 - Failure by the successful Proponent to comply with the above two (2) requirements will result in The City assuming no responsibility for the repair cost.

23.0 END OF LEASE PERIOD

- 23.1 In the event The City decides not to purchase a leased utility cart and decides to return it, The City will notify the successful Proponent when the utility cart is no longer required. This notification may be via telephone or other means of communication. The notice will be sent to the successful Proponent forty-five (45) days prior to the required end of lease period.
- 23.2 All utility carts are to be picked up by the successful Proponent from The City at the location which they are being held or stored.

24.0 INSPECTION PRIOR TO RELEASE

- 24.1 In the event The City notifies the successful Proponent that a utility cart is no longer required, the successful Proponent will meet with The City to inspect the condition of the utility cart for damages. An assessment of damages will be based on the delivery inspection documentation.
- 24.2 A Proponent is required to identify normal and excessive wear for leased utility carts.
- Submit information using the sheet provided in [APPENDIX 6](#)
- 24.3 The same end of lease inspection document will be used for returns. If any changes are made to the end of lease inspection document by the successful Proponent after the official date of acceptance by The City, the end of lease inspection document will require approval by The City prior to implementation.
- Reasonable wear and tear will include: wear and tear due to operations, road hazards (such as minor dents and scratches), road tar, minor grille and bumper damage.



25.0 LEASE PAYMENTS BY THE CITY

- 25.1 The first invoice from the successful Proponent will be paid upon delivery of the unit, and subsequent invoices are to be submitted and paid on a monthly basis. The first and final invoice will reflect only a portion of the month (in days) that the unit was leased.
- 25.2 In the event that leased unit’s downtime for servicing and repairs by the successful Proponent is in excess of twenty-four (24) hours and no replacement unit was provided, the successful Proponent will credit the monthly invoice for the days The City did not have use of the leased unit.

26.0 SUB-CONTRACTORS

- 26.1 A Proponent should list any sub-contractors they intend to use within their proposal document.
 - a. Submit this information using the sheet provided in [APPENDIX 7](#)
- 26.2 The successful Proponent will inform The City if any sub-contractors are removed or added over the course of the agreement.
- 26.3 The successful Proponent will not employ any sub-contractor without the approval by The City. Once the names of the proposed sub-contractors have been submitted, the successful Proponent shall not engage another sub-contractor without the advance written consent of The City.
- 26.4 The successful Proponent shall be held fully responsible to The City for the acts and omissions of its sub-contractors, and all its agents and employees.
- 26.5 The successful Proponent will be responsible for efficiency and quality of workmanship of its sub-contractor as well as for all financial obligations toward its sub-contractor.
- 26.6 When an agreement has been established between The City and the successful Proponent, the agreement will not create any contractual relationship between a selected sub-contractor and The City.

27.0 PROPONENT’S FORMAL LEASE AGREEMENT

- 27.1 A Proponent is discouraged from submitting their official Lease Agreement document(s) in response to this RFP unless such Agreements are customized in a way to include The City’s required terms and conditions from this document and are open for negotiation.
- 27.2 A copy of a Lease Agreement will be required by the highest rated Proponent for negotiation purposes prior to award.

28.0 EXCEPTIONS TO THE PROPOSED AGREEMENT

- 28.1 It is required that a Proponent submit a clear description of any and all deviations from the Special Conditions of Proposal as any alterations to the stated terms and conditions must be approved by The City.



- 28.2 If a Proponent does not have any deviations to report on the Special Conditions of Proposal, clearly state this fact in your response to this RFP.

29.0 BROCHURES

- 29.1 Brochures from cart manufacturers should be included with all proposal submissions.
- 29.2 A Proponent should use a separate sheet for explanation of this Special Condition, and attach to your bid response, cross referencing this number.

30.0 INNOVATION & TECHNOLOGY IN PRODUCTS AND SERVICES

- 30.1 Include explanations and benefits of any innovative technologies which are featured in your products and services.
- 30.2 A Proponent should use a separate sheet for explanation of this Special Condition, and attach to your bid response, cross referencing this number.

31.0 GREEN TECHNOLOGY

- 31.1 Include explanations and benefits of any green technologies or processes which are featured in your products and services.
- 31.2 A Proponent should use a separate sheet for the explanation of this Special Condition, and attach to your bid response, cross referencing this number.

32.0 PERFORMANCE MANAGEMENT

- 32.1 The City reserves the right to cancel this complete proposal, purchase order, or any portion thereof by giving fifteen (15) days written notice to the successful Proponent, if the customer service provided by the successful Proponent is not satisfactory, in the opinion of the Manager of Supply.
- 32.2 Services and call backs will be monitored by The City's Athletic Park Supervisor and the Vehicle Training and Equipment Coordinator. When the quality of work for the scheduling of service does not meet The City standards, The City reserves the right not to renew this contract for an optional period.

33.0 CREDIT CHECKS

- 33.1 It is a condition of Proposal acceptance that the highest rated Proponent shall agree to authorize credit checks in accordance with standard City policy. To enable The City to initiate credit checks prior to an award, a "Credit Application" form shall be completed and returned to The City within twenty-four (24) hours of receipt by the highest rated Proponent.



34.0 SAFETY AND ENVIRONMENTAL POLICIES AND PROCEDURES

- 34.1 Include any training certifications as well as company policies and procedures that address safety and environmental management practises.

35.0 INSURANCE OF LEASED UNITS

- 35.1 The City is to supply all insurance coverage for itself, regardless of the duration of the lease agreement. However, the successful Proponent will be responsible for such insurance coverage during all time any unit is in their care, custody or control.
- 35.2 In case that The City decides against the purchase of a utility cart and returns the utility cart to successful Proponent, the responsibility of insurance reverts back to the successful Proponent regardless of the physical location of the utility cart, be it on City property or other's property.

36.0 INSURANCE REQUIREMENTS

- 36.1 The successful Proponent is required to submit an Insurance Certificate as per Conditions of Proposal, Clause 15.0 Insurance Requirements.
- 36.2 Note: Conditions of Proposal, Clause 15.2, will not be required as part of this RFP.

37.0 WCB (WORKER'S COMPENSATION BOARD) REQUIREMENT

- 37.1 A Proponent is required to submit a WCB Letter as per Conditions of Proposal, Clause 26.0.
- 37.2 A Proponent who is not in good standing will not be permitted to perform utility cart repairs on City Property.

38.0 COR (CERTIFICATE OF RECOGNITION) REQUIREMENT

- 38.1 The City requires a Proponent to provide: either, a Certificate of Recognition (COR) as endorsed by Government of Alberta Employment & Immigration, Workplace Health & Safety whom has obtained a certificate in developing and implementing health and safety program or proof of enrolment into a COR program.
- 38.2 An equivalent certificate or designation under an equivalent program in a jurisdiction other than Alberta is acceptable.
- 38.3 In this regard, The City encourages a Proponent who presently does not have COR certification to register in this program. For more information and how to register visit: www.employment.alberta.ca.



39.0 ALBERTA OCCUPATIONAL HEALTH AND SAFETY REQUIREMENT

- 39.1 In addition to Conditions of Proposal, Clause 24.0, The City requires a Proponent to provide a valid letter from Alberta’s Centre for Occupational Health and Safety stating that a Proponent has no outstanding orders issued by the Centre’s officers.
- 39.2 For more information and to obtain the letter please contact Canada’s National Centre for Occupational Health and Safety (CCOHS) line at 403-355-4009.

40.0 REFERENCES

- 40.1 Include at least two (2) references from current or past contracts of a similar nature (i.e. other municipalities or golf courses).
- a. Do not include a reference from The City of Calgary.
- 40.2 A Proponent should submit information using the sheet provided in [APPENDIX 8](#)

41.0 PAST AND PRESENT CONTRACTS

- 41.1 Complete the list below of past or present contracts for lease of utility carts.
- a. Do not include a reference from The City of Calgary.
- 41.2 Submit information using the sheet provided in [APPENDIX 9](#)

42.0 CONTACT INFORMATION

- 42.1 A Proponent should provide the list of personnel who will be responsible for The City’s account, their names and contact information.
- a. The contact list should include: names, titles, e-mail addresses, phone numbers (office and cell), fax numbers and facility address as well as emergency (after hours) contacts.
- b. A Proponent should submit this information using the sheet provided in [APPENDIX 10](#)

43.0 INCORPORATION BY REFERENCE

- 43.1 Except as specifically provided otherwise in this RFP, The City will consider a Proposal based only on the documentation provided as part of that Proposal. References in a Proposal to additional information not submitted with the Proposal, such as:
- a. website addresses where additional information can be found;
- b. technical manuals or brochures not submitted with the Proposal; or
- c. existing standing offers, supply arrangements or contracts with The City,

will not be considered to form part of the Proposal and, therefore, references to such information may result in the Proposal being declared non-compliant.



TECHNICAL GUIDELINES

Specs for New Utility Carts	
Engine HP	11 to 15 hp
Fuel Source	Gas, electric, Diesel
Lights	Headlights, tail lights; possible signals
Box dimensions	Ideal; 48" x 48" x 10" deep
Box load capacity	500 lbs min.
Box lift	Manual for most; some with assist, electric or hydraulic
Trailer hitch	2" receiver required!
Hour meter	Required
Towing capacity	500 lbs min.
Brakes	Ideal; 4 wheels, disc/drum
Suspension F/R	Ideal; front & rear
Canopy/Cab	looking for options; a few to be equipped
Price	Ideal; lowest.
Ground speed; max	15 to 20 mph
Tires	Variety; some all terrain (aggressive), some turf (smooth)
Ground clearance	Under foot area 9-10", lowest point 4" plus, will be going over curbs

Note: Technical Guidelines are intended for info only. All utility carts in compliance with the latest industry standards will be considered. If specifications greatly differ from the above, a Proponent should clarify any differences and state advantages.



EVALUATION MATRIX

The evaluation committee will ensure compliance with mandatory criteria and evaluate and numerically score each compliant Proposal. The evaluation will be restricted to the criteria contained in this section of the RFP.

1.0 CONFIDENTIALITY OF EVALUATION

Evaluation scores and rankings are confidential, and apart from identifying the top-ranked Proponent no details of the Proposal or score or ranking of any Proponent will be released to any other Proponent.

2.0 MANDATORY COMPLIANCE

A Proposal will first be reviewed for compliance with the mandatory criteria of this RFP. Mandatory Compliance will be confirmed on a simple pass/fail basis. A Proposal not complying with mandatory criteria will be considered non-compliant and will not receive further consideration.

The mandatory criteria for this RFP are:

- 2.1 Received by Supply Management prior to the closing time and date as per the Instructions for Submitting Proposal;
- 2.2 Executed Signature and Waiver Sheet; and
- 2.3 Fully completed and signed Price Detail Sheet.

3.0 EVALUATION CRITERIA

- 3.1 Proposals will be evaluated as per the table below:

ITEM #	CRITERIA DESCRIPTION	RATING	WEIGHT	SCORE
1	Reference Checks		20	
2	Innovation Technology in Products and Services		5	
3	Green Technology		5	
4	Past and Present Contracts		20	
5	Safety and Environmental Policies and Procedures		20	
6	Service Requirements Price Sheet		10	
7	Value Added Service		5	
8	Price (score calculated by the pricing formula)		850	
POSSIBLE TOTAL MAXIMUM SCORE				1700



- 3.2 Proposals will be evaluated and ranked according to the outline below. The evaluation will be based on a 0 to 10 scale.

Rating	Description
10	Exceeds expectations; Proponent clearly understands the requirement, excellent probability of success.
8	Somewhat exceeds expectations; high probability of success
6	Meets expectations; Proponent has good understanding of requirement, good probability of success.
4	Somewhat meets expectations; minor weakness or deficiencies, fair probability of success.
2	Does not meet expectations or demonstrate understanding of the requirements, low probability of success.
0	Lack of response or complete misunderstanding of the requirements, no probability of success.

- 3.3 The score of each criterion will be determined by multiplying the criteria weight by the rating. The sum of all scores will be the total score.
- 3.4 The City reserves the right to reject any proposal that receives a rating of zero (0) on any criterion.

4.0 PRICING

- 4.1 Pricing will be weighted as **850** points.

- 4.2 Price will be evaluated using the following pricing formula.

Lowest total price of all Proposals divided by the next lowest total price, multiplied by 850 = score

- 4.3 For example: If the lowest total price is \$100.00 by Proponent ‘A’ and Proponent ‘B’ submits the next lowest total price of \$125.00.

The score for Proponent ‘B’ is:
 $(100 / 125) \times 850 = 680$

5.0 HIGHEST EVALUATED PROPOSAL

- 5.1 The highest evaluated Proposal is determined as the submission which receives the highest total maximum score in the [Evaluation Matrix](#).



PRICE DETAIL SHEET

1.0 Schedule A – Lease

Item	Cart Type	Description / Accessories	Daily Lease Rate Per Unit	Weekly Lease Rate Per Unit	Monthly Lease Rate Per Unit	Three (3) Year Lease Rate Per Unit	Five (5) Year Lease Rate Per Unit	Seven (7) Year Lease Rate Per Unit

1.1 A Proponent is encouraged to include any discounts, record this in the space below:

- A discount of _____% if paid within _____ days from date of invoice, Net _____ days is offered from the date of invoice received or date the goods or services or both are received, whichever is the later in the sole opinion of The City.
- For faster payment, a prompt payment discount of _____% is offered for payment by within _____ working days from date of invoice received or date the goods or services or both are received, whichever is the later in the sole opinion of The City.
- Should a Proponent choose not offer a discount, payment terms will be set as per Special Condition [8.0 PAYMENT TERMS](#).



2.0 Schedule B - Purchase

Item	Cart Type	Description / Accessories	Purchase price

2.1 A Proponent is encouraged to include any discounts, record this in the space below:

- a. A discount of _____% if paid within _____ days from date of invoice, Net _____ days is offered from the date of invoice received or date the goods or services or both are received, whichever is the later in the sole opinion of The City.
- b. A cash discount of _____% will be allowed if accounts are paid within _____ days from date of invoice received or date the goods or services or both are received, whichever is the later in the sole opinion of The City.
- c. For faster payment, a prompt payment discount of _____% is offered for payment by within _____ working days from date of invoice received or date the goods or services or both are received, whichever is the later in the sole opinion of The City.
- d. Should a Proponent choose not offer a discount, payment terms will be set as per Special Condition [8.0 PAYMENT TERMS](#).

Name of Business Entity: _____

Authorized Representative: _____
Printed Name

Signature



SIGNATURE AND WAIVER SHEET

1. The Proponent hereby acknowledges that prior to submitting a Proposal for this project, the Proponent has obtained from The City’s web site (www.calgary.ca/bids) and thoroughly reviewed in order to be familiar with and certain as to all of the terms and conditions set out in the Request for Proposal documents and all amendments thereto which are incorporated by reference into the above-cited Proposal as follows:

- Conditions of Proposal;
- Affidavit of Execution;
- Affidavit of Corporate Signing Authority; and
- Contractors’ Environmental Responsibilities Package (“CERP”).

To view the referenced documents at The City’s website, visit www.calgary.ca/bids and click on “Supply Management Terms and Conditions”

2. (a) The Proponent acknowledges the documents incorporated by reference as indicated in paragraph 1 above.

(b) The Proponent further acknowledges that unless otherwise agreed by both parties and confirmed in writing it is subject to and bound by each provision included in each document incorporated by reference to the same extent that it would be if each such provision were set out and included with the hard copy of the Contract Documents.

(c) The Proponent further acknowledges and confirms that either:

- i) It has read and understood each provision included in each document incorporated by reference;
or
- ii) By signing this Signature and Waiver Sheet it waives any and all rights to claim or argue that it was not aware of any provision of any document incorporated by reference.

3. The terms of this document are severable from one another, and the invalidity of any one or more paragraphs in this document, will not affect the validity of the other paragraphs.
4. The Proponent hereby acknowledges it has thoroughly reviewed and understood all the terms and conditions of the Request for Proposal (“RFP”) which include those contained in the Instructions for Submitting Proposal, Supplementary Conditions of Proposal, all documents included by reference as set out in Paragraph 1, all drawings and specifications as may be listed in the Index (together the “Terms and Conditions”).



5. By signing this sheet, I confirm I have the full authority to represent the Proponent in all matters relating to the Proposal, and I confirm that the Proponent agrees to be bound by all the Terms and Conditions.

Name of Business Entity	
Complete Address:	
Phone	Mobile Phone
Fax	Email
Website	
Proponent Signature	Affix Corporate Seal:
Title	
Printed Name	
Date	

Note: A seal is a preferred element of the signing of a submission. However if the corporation or other legal entity making the submission does not have a seal or if it is not available, the corporation or entity should provide reasonable documentation to confirm the printed name and position of the person or persons signing, and also to confirm that such person or persons signing on behalf of the entity has or have authority to bind the entity. Affidavits of authority and execution will normally constitute reasonable confirming documentation. Forms for each of these affidavits can be found at www.calgary.ca/bids. Without limiting the preceding paragraph but for further clarity, if the corporation or other legal entity does not have a seal or if it is not available:

- For a corporation or other business association, the printed name and position of the person or persons signing together with an affidavit of execution and an affidavit of authority should be completed and submitted,
- For an individual or sole proprietorship, the printed name and position of the person signing together with an affidavit of execution should be completed and submitted.



File Number: 11-1814

[illegible]



APPENDIX 2

PREVENTATIVE MAINTENANCE SCHEDULE

Refer to Special Condition [13.1 MAINTENANCE, MOBILE SERVICE AND PRODUCT SUPPORT](#)

1. **Proponent to** clearly define the procedure to be followed for unit maintenance (use additional sheets if needed).
2. **Proponent to** provide comprehensive list of recommended spare parts (use additional sheets if needed).

			Pricing for utility carts purchased			Part Availability			Part Stocked By:			
Service Interval (Hrs/Km's)	Part Description	Part No.	Part Price \$	Labour/ Time	Total Price \$	24 hrs	48 hrs	Other	City	*A	*B	Remarks

** A - In Calgary by Dealer

**B - Other sources



APPENDIX 3

Refer to Special Condition [13.4 MAINTENANCE, MOBILE SERVICE AND PRODUCT SUPPORT](#)

Please list number of technicians available to provide mobile service: _____

Please provide concise description of relevant qualifications and certificates of your employees who will be performing services

Include additional sheets if needed.

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APPENDIX 4

Refer to Special Condition [14.2 CONDITION OF CARTS AND ACCESSORIES](#)

Include additional sheets if needed.

ACCESSORY DESCRIPTION	PART NUMBER	PRICE in CDN funds



APPENDIX 5

Refer to Special Condition [15.0 WARRANTY](#)

Warranty Item	Basic		Extended			Provided by		Allow City In-house (yes/no)
	Duration	hr/km	Duration	hr/km	Cost	OEM (yes/no)	Proponent (yes/no)	
Base unit								
Chassis								
Structural								
Powertrain								
Paint								
Rust								
Electrical								
Emissions								
Other:								

*Extended warranty is in addition to the basic warranty (example: a 3 year basic warranty with a 2 year extended warranty is 5 years total)

**Cost for basic warranty to be included in the proposed price



APPENDIX 6

Refer to Special Condition [24.0 CONTACT INFORMATION](#)

Include additional sheets if needed.

Description	Normal Wear	Excessive Wear



APPENDIX 7

Refer to Special Condition [26.1 SUB-CONTRACTORS](#)

Company Name	Address	Primary Contact& contact information	Service



APPENDIX 8

Refer to Special Condition [40.0 REFERENCES](#)

Ref. #	Customer Name	Represents (Company, Municipality, etc.)	Title	Contact information (Phone and Email)
1				
2				
3				



APPENDIX 9

Refer to Special Condition [41.0 PAST AND PRESENT CONTRACTS](#)

No. #	Contract (Company, Municipality, etc.)	Number of Utility Carts Leased / Season	Length of Contract
1			
2			
3			



APPENDIX 10

Refer to Special Condition [42.0 CONTACT INFORMATION](#)

CONTACT LIST & HOURS OF OPERATION

	Sales	Warranty	Invoicing	Information Technology	Emergency/After Hrs Calls
Name					
Phone no.					
Cell Phone no.					
E-mail address					
Facility Address					

The Proponent is requested to state its standard hours of operation.

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday