



PUBLIC WORKS

REQUEST FOR QUOTATIONS

RECTANGULAR RAPID FLASHING BEACONS

APRIL 2024

FILE #2024-033

RFQ TITLE	Rectangular Rapid Flashing Beacons Please use this title on all correspondence.
CONTACT PERSON	The contact person for this RFQ is: Connie McGaugh, Purchasing Officer Email: tenders@charlottetown.ca
INQUIRIES	Please direct all inquiries within 3 business days before closing via email to the contact person named above. No telephone enquiries accepted.
ADDENDA	Any addenda will be posted on the City of Charlottetown webpage: www.charlottetown.ca/tenders
CLOSING DATE/TIME	The closing time is: Friday, May 10 th , 2024, at 2:00:00 pm local time
AWARDS	Results of this RFQ will be posted on the City Awards website: www.charlottetown.ca/tenders
DELIVERY ADDRESS	Responses are to be submitted to: tenders@charlottetown.ca

Quotations shall be submitted by email with the subject, "**Rectangular Rapid Flashing Beacons;**" and must be received by the **Purchasing Officer** before **2:00:00 pm local time on Friday, May 10th, 2024**. It is the responsibility of the bidder to email the quotation before the closing date and time noted above. **Late submissions will not be accepted.**

Any addenda will be posted on the City of Charlottetown website www.charlottetown.ca/tenders. Bidders are responsible for checking the website for bid documents, and addenda. The City is not responsible for ensuring bidders have obtained addenda.

Email submissions will be accepted as the sole method of submission. 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 RFQs if none is considered to be satisfactory and, in that event, at its option, to call for additional RFQs. 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 Finance Department, 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 will pay the successful proponent via Electronic Funds Transfer. The successful proponent will be required to provide the necessary information for registration on the City’s payment system.

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 Bidders 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 guidelines for vendors and their suppliers. The City’s intent is to work with Bidders 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 Bidder’s sustainability practices and potential features of the Development Charges Background Study final report, specifically in the areas of: waste reduction, toxic/ hazardous chemicals reduction and energy use/ Greenhouse Gas Emissions (GHGs) reduction.

Introduction:

This RFQ is for the supply and delivery of Rectangular Rapid Flashing Beacons for use in various locations and applications in the City of Charlottetown to upgrade new and existing pedestrian crossing facilities. The products for which Bidders submit bids must be able to be scalable, allow for various configurations of installations, and be versatile in terms of their functionality and ability to suit a variety of sites, conditions, and configurations.

For the purpose of this RFQ and to aid in determining bulk pricing, it should be assumed that twenty (20) bi-directional Rectangular Rapid Flashing Beacons (a single bi-directional RRFB unit, for the purpose of this RFQ, is considered to be two beacons, “back-to-back”, mounted on a single pole), including all mounting/fastening hardware, activation, solar engine, and communication components, (as specified herein) are to be purchased. For further clarification, a typical application for a crossing on a two-lane road (one lane per direction) would include a bi-directional RRFB installed on each side of the road. Please note the actual number of units purchased by the City may differ from this amount, subject to budgetary constraints.

Bid Evaluation:

Award will be based upon a combination of compliance to the specifications in the RFQ, and the lowest bid price submitted. The City reserves the right to decide which vendor offers the best value to the City in terms of key specification areas, and lowest price. Failure to meet technical specifications may result in the disqualification of a bid submission. The quote form and specification sheet must be properly completed and must be submitted as part of the bid submission by the deadline in order to qualify as a valid bid. The City is not bound to accept the lowest or any bid received.

Delivery:

The City requires delivery of the Rectangular Rapid Flashing Beacons no later than Wednesday July 31st, 2024. Any delays beyond this time will be considered a lack of performance by the Vendor and a failure to provide the tendered equipment. A penalty of \$100.00 per calendar day per unit may be assessed against the Vendor until delivery is completed. Please note that no vendor will be penalized for late delivery as a result of circumstances beyond their control. Documentation must be provided as proof of reason for late delivery. The validity of the reason for late delivery will be determined by the City. In the event the City agrees to an extension of the delivery date, no penalty will be assessed.

Staff Training:

The Vendor is to provide a competent representative to train City of Charlottetown staff if it is deemed desirable and requested by the City. Training will include familiarization with the equipment’s operating features, associated software, installation procedures, maintenance requirements, etc. It can be assumed that this training session would be a maximum of two (2) hours in length and may occur virtually.

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

1. This form must be used for tabulation purposes. Specification sheets form part of submission and must not be removed.
2. All submissions must be accompanied by manufacturers' literature describing, in detail, the equipment bid upon. This literature must also include photos, diagrams, or drawings of the equipment bid upon.
3. All prices quoted are to be in Canadian funds, including any Canadian customs Duties and Excise Taxes, and are to include all delivery charges (FOB 12 MacAleer Drive, Charlottetown, PE). It is the responsibility of the bidder to determine from the appropriate authorities what taxes, rates and charges are applicable to this RFQ.
4. The City of Charlottetown reserves the right to inspect any and all Rectangular Rapid Flashing Beacons delivered as a result of this RFQ, either during or after delivery, and shall be the sole judge as to whether the equipment supplied meets specifications.
5. The City of Charlottetown reserves the right to accept or reject any or all submissions, to waive any technicality in a submission and to accept any part of a submission as deemed to be in the best interest of the City.
6. The specifications in this RFQ are the minimum acceptable. Failure to comply with the attached specification could result in the termination of this agreement.
7. 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.

8. That the undersigned shall indemnify and hold harmless the City, its agents, representatives, and employees for and against all claims, demands, losses, costs, damages, actions, suits or proceedings of every nature and kind whatsoever arising out of, or resulting from the undersigned's performance of the work pursuant to this Agreement (hereinafter called "Claims"), provided that any such claim is caused in whole or in part by any act, error, or omission, including but not limited to, those of negligence, of the undersigned or anyone directly or indirectly employed by the undersigned or anyone from who the undersigned be liable.
9. That it shall be the sole responsibility of the undersigned to submit any applications, reports, payments or contributions with respect to Harmonized Sales Taxes, Income Tax, Canada Pension Plan, Employment Insurance, or any other similar matter which may be required by law to be made by the undersigned as an independent contractor in connection with the services to be performed under this Agreement.
10. That the undersigned shall not sublet or assign this Agreement or any portion of such without obtaining in advance, the written permission of the City. The decision to permit a

sublet or assignment of this Agreement or any portion of such shall be in the sole discretion of the City.

- 11. That this Agreement constitutes and expresses the entire agreement of the parties hereto and any amendment or addition thereto shall be in writing and signed by the respective parties.
- 12. That the undersigned will act as an independent vendor and is entitled to no other benefits or payments whatsoever other than those specified in the Quotation Form.
- 13. 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.
- 14. Payment terms will be considered as net thirty (30) days from date of receipt of invoice.
- 15. This bid is valid for acceptance for a period of sixty (60) days from date of closing of the RFQ
- 16. **The City retains the option to extend this RFQ for the supply of additional equipment for up to one (1) year after the original award, at the submitted price, if agreed to by the successful vendor.**

DATED: _____

VENDOR: _____

(Signature)

(Print name)

Specifications:

Please attach a product data/specification sheet for all relevant products as part of the bid submission package.

The following table details the required specifications for the Rectangular Rapid Flashing Beacons. The “Yes/No/Details” column is to be filled out with responses of “Yes”, “No”, or “Details”. “Yes” responses constitute the Vendor certifying that the product meets the specification. “No” responses constitute the Vendor certifying that the product does not meet the specification and that no alternative or equivalent feature is available. “Details” responses in addition to “Yes” or “No” responses indicate that the product does, or does not meet the specification (respectively), but an alternative or equivalent feature is offered/provided. If a “Details” response is provided for any specification for any reason, the Vendor is encouraged to attach additional pages with additional supporting information in their submission to clearly indicate to the City how the alternative or equivalent feature meets the intended specification. Blank responses will be considered equal to “No” responses.

In the case where alternative or equivalent features are offered/provided to meet a specification, the City shall be the sole judge of equivalency, and reserves the right to reject an alternative or equivalent feature, thus deeming the specification to be not met.

Specifications	Description	Yes/No/Details
RRFB Unit		
Compliance	RRFB flash patterns, colours, LEDs, etc. must all be in compliance with applicable Manual of Uniform Traffic Control Devices for Canada (6th edition) and TAC's Pedestrian Crossing Control Guide (3rd edition) guidelines.	
Directionality	Product able to be installed in a uni-directional or bi-directional configuration by adding/removing a light-bar without the need to remove the entire RRFB and solar engine assembly.	
LEDs	Yellow/Amber LEDs	
LED Lenses	Two (2) LED lenses per traffic-facing direction on each RRFB light bar. Lenses to be not less than 3 in. x 7 in. (height x width).	
Side-Emitting/Tell-Tale LEDs	RRFB unit equipped with LEDs on sides of light bar (perpendicular to traffic facing direction) to provide pedestrian activation confirmation.	
Light Bar Casing	Aluminum material or comparably durable material with Yellow finish.	

Activation Duration	Activation duration length options between 5 seconds and 5 minutes as a minimum.	
Auto Intensity Adjustment	Dynamic/automatic LED intensity adjustment to enable LEDs to operate with higher intensity during daylight hours (brighter), and with lower intensity during nighttime hours (dimmer).	
Solar Engine and Battery System		
General Minimum Requirement	Specified solar engine and battery system must enable 24/7, 365 operations of the RRFB unit under prevailing site conditions and assumed maximum activation rate of 300 activations/day.	
System Autonomy	Minimum autonomy duration of fourteen (14) days on battery power.	
Solar Angle	A fixed or adjustable solar angle between 40 and 50 degrees.	
Solar Power Adequacy Assessment	Provision of a solar power report, solar array adequacy assessment, or equivalent for each installation location as requested by the City to ensure 24/7, 365 operations without disruption or down-time.	
Construction/Wiring	Solar engine and battery components must be pre-wired to allow for a "plug and play" installation; minimizing installation times.	
Battery Integration	Battery modules must be interchangeable to allow for batteries to be replaced without entire system being replaced.	
Communication		
Wireless Communication	Wireless radio communication between adjacent beacons to allow for remote activation without need for wired/hard connection.	
Instantaneous Activation	Instantaneous activation (< 0.5s) of adjacent beacons wirelessly connected to the beacon which received the activation signal.	
Multiple Frequencies/ Channels	Multiple radio frequencies/ channels available to allow for nearby beacons to be connected and/or separated as needed depending on configuration.	
Wireless Range	Wireless connection range not less than 200 metres.	
Beacon Activation		

ADA Compliant	ADA compliant pedestrian pushbutton with visual LED and two-tone audible confirmation.	
Accessible Pushbutton	Able to be installed in compliance with MUTCDC guidelines for accessible pushbuttons.	
Beacon and Solar Engine Mounting		
Beacon Mount	Options must allow for side/top mounting on several types of posts/poles, including 2 in. x 2 in. telespar, 2.5 in to 6 in. round post/pole, 4 in. x 4 in. (nominal) wood post, 6 in. x 6 in. (nominal) wood post.	
Solar Engine and Battery System Mount	Options must allow for side/top mounting on several types of posts/poles, including 2 in. x 2 in. telespar, 2.5 in to 6 in. round post/pole, 4 in. x 4 in. (nominal) wood post, 6 in. x 6 in. (nominal) wood post.	
General		
Weatherproof	All products/components must be durable and weatherproof such that they operate without issue in typical Canadian climatic environments, including but not limited to rain, snow, ice, sleet, and a reasonable windspeed.	
Operating Temperatures	Minimum operating temperature not greater than -35 degree Celsius, and maximum operating temperature not less than +70 degrees Celsius for all products/components.	
Tamper Resistant	All products/components must be reasonably tamper-resistant by design, or include designated anti-tamper features.	
Warranty	24-month warranty on defects for solar panel power supply, digital components, and batteries.	
Training and Technical Support	Twelve (12) months of training and technical support pertaining to the setup, installation, maintenance, data exportation, software, etc.	
Additional Optional* Features		
Internal Clock	Internal time clock function to allow for data retrieval.	
Data Collection/Reporting	Activation counts recording and exportation.	
<p><i>* Products will not be disqualified for not meeting such requirements, but preference may be given to products having such features, if it is deemed to be in the best interest of the City.</i></p>		

VENDOR’S INFORMATION FORM:

NAME OF VENDOR

ADDRESS

TELEPHONE NO.

WEBSITE

CONTACT PERSON

CONTACT PERSON TITLE

CONTACT EMAIL

CONTACT TELEPHONE NO.

AUTHORIZED SIGNATURE

DATE

[Affix Corporate Seal]

- End of Proponent Information Sheet -

QUOTATION FORM:

The City of Charlottetown is not bound to accept the lowest or any quote that may be received. The full Quotation Form must be returned with any proposal submission. Any additional information may be attached.

The Unit Price noted below shall include **all** components required to meet the specifications set out in this RFQ, any Canadian customs and duties and excise taxes, all delivery charges, and any other expenses incurred by the Vendor in the execution of this contract.

Dated this _____ day of _____, 2024.

NAME OF FIRM TENDERING _____

SIGNATURE OF SIGNING OFFICER _____

NAME AND TITLE (PRINTED) _____

COMPANY ADDRESS _____

[Affix Corporate Seal]

ITEM	QUANTITY	LUMP SUM UNIT PRICE (EXCLUDING TAXES)	EXTENDED PRICE (EXCLUDING TAXES)
RRFB Assembly	20	\$	\$

Subtotal \$ _____

HST (15%) \$ _____

Total \$ _____

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.

SUPPLIER CODE OF CONDUCT

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

- End of Quotation Form -