

# **TOWN OF SHELBURNE**

# **REQUEST FOR TENDERS**

# Snow Removal Snowplowing and Ice Maintenance

2022

Town of Shelburne P.O. Box 670 168 Water St Shelburne, NS BOT 1W0

Closing Date: November 21<sup>st</sup>, 2022

# 1. INFORMATION TO BIDDERS

## **1.1** Scope of Tenders

The Town of Shelburne is requesting tenders from experienced vendors to provide snow removal services in accordance with the Terms of Reference provided in this Request for Tenders (RFT) document at the location listed below:

**Post Office** 

#### 162 Mowatt Street

## 1.2 Questions & Clarifications

It is the Bidder's responsibility to clarify any details in question not mentioned in this document prior to submitting their tender.

Questions relating to this tendering process must be received by November 16<sup>th</sup>, 2022 before 4:00 p.m. and can be e-mailed to the attention of <u>Will Butler, Supervisor of Public</u> <u>Works</u> (will.butler@shelburnens.ca) or contacted at 902-319-0456.

Responses to all questions will be shared with all bidders via the website to ensure a level playing field for all bidders. Questions received after this date and time will not receive a response.

Questions will be answered within forty-eight (48) hours of receipt (weekends excepted). A clarification does not form part of the tendering document.

Any modifications to the document will be in the form of an addendum which will be issued to all bidders and provided on the website at least twenty-four (24) prior to the closing date. No changes will be made during the final twenty-four (24) hours.

# **1.3** Delivery and Closing Date for Tenders

Any change notices, appendices and addenda issued for this Request for Tenders shall be considered part of this proposal document.

The tender document is to be submitted in a sealed envelope clearly marked with the tender name, number and directed to the attention of the appropriate contact on or before the closing date and time. Bidders must submit one hard copy of the submission. Your tender must be written in ink or type-written. Erasure, overwriting or strike-outs must be initialed by the person signing on behalf of the bidder.

Fax or e-mail tenders are not acceptable.

Tenders shall not be accepted after the closing date and time. Bidders may not make modifications to their tenders after the closing date and time.

All tender documents shall become the property of the Town.

It is the responsibility of each bidder to submit all required documents as outlined in this Request for Tenders. Failure to quote on all options set out will disqualify your tender.

Sealed tenders in an envelope, including the attached document (Schedule "A") should be clearly marked as to contents and will be received until 2:00 p.m. on November 21<sup>st</sup>, 2022.

Tenders will be opened immediately following the closing date detailed above and will be provided to the evaluation committee.

# 1.4 Town Contact Person

Questions with respect to this Request for Tenders should be directed to Will Butler, Supervisor of Public Works by phone at 902-319-0456 or via email to will.butler@shelburnens.ca.

#### 1.5 Selection Process

The Town will not necessarily accept the lowest price or any tender. Any implication that the lowest price or any tender will be accepted is hereby expressly negated. The tender will be awarded to one firm only.

#### **1.6 Evaluation Criteria**

Each tender will be evaluated by the Town to determine the degree to which it responds to the requirements as set out in this document.

#### a. Completeness

The completeness of the document submitted and its compliance with this Request for Tenders.

#### b. <u>References</u>

A minimum of three (3) references (government preferred), including their name, phone number, and email address.

#### c. Equipment

Equipment list showing the available equipment to perform the requirements of the tender.

## **d.** <u>Cost</u>

Cost schedule as per Terms of Reference.

Bidder	Completeness (10%)	References (10%)	Equipment (20%)	Cost (60%)	Total Points

# **1.7** Rejection of Tenders

The Town reserves the right to reject any and/or all tenders received. The Town is not under any obligation to award a contract, and reserves the right to terminate the Request for Tender at any time for any reason, and to withdraw from discussions with all or any of the bidders who have responded. The receipt and opening of a tender does not constitute acceptance of any tender.

# 1.8 Reservation of Right

Bidders will not have the right to change conditions, terms or prices of the tender once the tender has been submitted in writing to the Town, nor shall bidders have the right to withdraw a tender once it has been processed through the official opening.

The Town reserves the right to consider, during the evaluation of tenders:

- a) The Town's past experience with the Bidder and/or its management;
- b) Information provided in response to enquiries of credit and industry references;
- c) Information received in response to enquiries made by the Town of third parties apart from those disclosed in the tender in relation to the reputation, reliability, experience and capabilities of the Bidder;
- d) The manner in which the Bidder provides services to others; and,
- e) The experience and qualification of the Bidder's senior management and project management.

The Town may, in its sole discretion, reject any tender which does not fully satisfy the above consideration to its satisfaction.

# 1.9 Governing Law

Any contract resulting from this Request for Tender shall be governed by and interpreted in accordance with the laws of the Province of Nova Scotia.

## 1.10 Indemnification and Insurance

#### a. General Commercial Insurance:

Bidders shall, at their expense, obtain and keep in force during the term of this agreement, Commercial General Liability Insurance satisfactory to the Town, be written by an insurer licensed to conduct business in Nova Scotia and include but not be limited to the terms detailed in the Town's Procurement Policy.

#### b. Workers' Compensation Board

Proponents shall, at their expense, obtain a certificate of insurance for employees and/or contractors to ensure all individuals working for the duration of the contract have current Workers' Compensation Board Coverage.

# 2. TERMS OF REFERENCE

#### 2.1 **Project Description**

To ensure the safety of our tenants/residents during winter conditions the Town is seeking a contractor who can provide and perform snow removal (snowplowing and ice maintenance) services to the premise named in this RFT. This will be a seasonal contract ending April 30<sup>th</sup>, 2023. The possibility of renewing the contract for a second season will be based on the quality of the service as well as the price. To be negotiated by both parties.

The successful bidders to this tender will be responsible for clearing of snow to designated areas, and to supply and spread salt to designated areas as per the specifications indicated.

The successful bidders shall supply all labour, equipment, tools, trucks, plows, spreaders and salt/sand required to complete all work as specified and as required.

#### 2.2 Contract Deliverables

The snow removal contract will include the following deliverables:

- 1) Snowplowing:
  - a. The successful bidders must be available to fulfill the contract requirements, see Section 4.
  - b. The successful bidder must exercise good judgment in determining when snowplowing is required. Snowplowing is required when:

- there is a snowfall in excess of 2 inches;
- if the accumulation of slush which may freeze and create a hazard has occurred;
- all other requests will be at the discretion of the Chief Administrative Officer (CAO) or designate with reasonable notice.
- c. All driveways must be cleared of snow to the bare surface to the full width of the driveway. Snow shall be piled and winged back far enough after each plow to allow for the deposit of snow from future plows as previously indicated, pile as directed by Public Works. Snow must not be piled against windows, buildings, doors, outbuildings, vehicles, entrances/exits or hydrants. Any snow left against these areas will be requested to be removed at the successful bidder expense.

Areas to be cleared and salted by the contractor are the driveways, sidewalks (if existing), all parking areas, service road (if necessary) entrances to building up to the exterior doors including entrance steps and the access areas (if existing).

- d. Care shall be taken by the successful bidder to avoid any damage to property. Any damages caused by the successful the bidder(s) will be the responsibility of the successful bidder. Failure to notify the CAO (or designate) of any damages, accidents or safety hazards may result in the cancellation of award.
- 2) Drainage:
  - a. It shall be the successful bidder responsibility to ensure that snowplowing and depositing of snow are performed in such a way that no drainage systems or catch basins are blocked. If snow is deposited in an inappropriate area(s), it will be removed at the successful bidder expense. Bidders should be familiar with the site they are bidding on and be aware of all drainage systems and catch basins.
- 3) Salting and Sanding:
  - a. It shall be the successful bidder's responsibility to determine when salting or sanding is needed depending on the weather conditions to ensure the safety of tenants/residents.
- 4) Timing of Snowplowing:
  - a. It is the responsibility of the successful bidder to monitor weather

conditions to ensure that, when applicable, all plowing is completed before business hours. See business hours below:

- i. <u>Post Office, 162 Mowatt Street</u> Sunday: Closed Monday – Friday: 8:30am – 5:30pm Saturday: 8:30am – 12:30pm
- b. In the event of a major snowfall commencing at a time which makes it impossible for plowing to be completed before regular business hours, the successful bidder must make sure that sufficient plowing is completed to allow access and notify the Public Works Supervisor before business hours.
- 5) Contractor Vehicles and Equipment:
  - a. All vehicles and equipment utilized in the servicing of this contract must be fit for the awarded work and must meet Department of Transportation (DOT) standards; registered for the road, safety inspected and insured.
  - b. During the term of award, should any piece of equipment not be available for any reason within one hour of notification or if equipment breaks down during work by the successful bidder, the successful bidder must immediately notify the CAO or designate and provide details of the problem.

The CAO or designate will take action necessary to ensure the completion of the work within the appropriate time period which may include but not be limited to the request to have the work completed by others. If other contractors are requested to complete the work, payment will be made on a pro-rated basis.

c. The successful bidder shall be fully responsible for repairs of damage to their equipment.

# 4. Tender Requirements

Bidders are required to provide the following in their tenders:

• Cost information (including HST) showing total cost/month (for the months of December, January, February, March and April). Cost is to include snow plowing, shovelling and salting/sanding.

- A list of equipment, which, if successful, will be available for use for any work awarded to the successful bidder(s) from this tender. The successful bidder(s) is responsible for the condition and operation of all equipment. Equipment must meet DOT standards and be adequate for any awarded work. Any bid that includes equipment which, in the opinion of the CAO, does not meet the requirements for any potential award, will be rejected.
- Proof of commercial insurance (liability and property damage coverage) and WCB.

# 5. Tender Submission

Please submit your tender package by 2:00 pm on November 21<sup>st</sup>, 2022 to Sarah Mattatall, Manager of Administration & Human Resources for the Town of Shelburne (contact details below).

Sarah Mattatall Manager of Administration & Human Resources Town of Shelburne 168 Water Street, PO Box 670 Shelburne, Nova Scotia BOT 1W0

# **SCHEDULE A**

# COVER SHEET FOR TENDER

Company Name:				
Company Address:				
Contact Information:				
Key Contact for Tender: N	ame:			
	Email:			
	Business Phone:			
	Cell Phone:			
Name of Request for Tende	er:			
Documents Attached:				