



The Town Council of the Town of Gander
Procurement Office

RFQ24-23
Request For Quote

Snow Clearing & Ice Control – 59 Elizabeth Drive

Closing Date: Monday, November 18th, 2024, 2:00 p.m. NL Daylight Saving Time

Specifications

Schedule "A" - Specifications

The Town of Gander is administering this tender to submit proposals for Snow and Ice Control at 59 Elizabeth Drive. This will be in accordance with the specifications and requirements set out in this open call, as well as the Public Procurement Act.

The term of the agreement will be for a contract period of One (1) year with an option to extend for an additional one (1) year.

November 6, 2024

Specifications

Below is the site within the Town of Gander that is included in this tender. The requirements for the facility are identified and would follow the service specifications listed below. Please note that for the site listed, priority is to be given to fire exits and swing doors when providing snow clearing and ice control services.

Areas to be cleared:

As described in the attached drawing # 24-1080 , including parking and building entrances

The work shall include the supply of all labour, materials, equipment and services necessary for the execution and completion to the satisfaction of the Town of Gander.

General Conditions

1. In the event of a major snowfall, the Town of Gander may request to have additional equipment on site. The Contractor shall comply and shall employ only fully qualified and trained equipment operators.
2. The Contractor and his employees shall familiarize themselves with the site before snow clearing operations commence. The town representative (tbd) will schedule a meeting with the successful Contractor and the Contractor's operators that will be working on, to review and to walk the site. The Contractor **shall** erect markers; markers shall be five (5) feet high above grade, $\frac{3}{4}$ " rebar or 2" x 2" wood posts as are necessary to avoid damage to curbs, grass, catch basins, etc. Markers shall be painted black on the lower portion and fluorescent type paint or reflective tape markers on the top twelve (12) inches of the markers.
3. The successful Contractor must complete the Contractor Snow and Ice Log (Schedule E) and submit to The Town of Gander along with invoice(s). Payments will be made based on these approved records only.
4. All snow removal shall be done to the satisfaction of the town representative on site or his/her duly authorized representative.
5. The successful bidder must supply certificates indicating that the equipment used on site are roadworthy and in proper operating condition. The certificates are to be issued by an independent, licensed mechanic prior to the award of the contract, and as deemed necessary by the Town of Gander.

6. The Town of Gander, at its discretion, may inspect the equipment and require that equipment listed be subject to inspection and certified as in acceptable operating condition by an agency of its choice at no cost to the Town of Gander.
7. All licenses and permits for equipment must be current and up to date as required by municipal, provincial and/or federal regulations.
8. All equipment will be equipped with a Roll Over protection structure, or the contractor must be in possession of a valid exemption certificate for the equipment. Modifications to any factory-installed equipment must be authorized by the manufacturer and must not reduce the snow clearing capabilities of the equipment for this contract.
9. The Contractor will be held responsible by the Town of Gander for all damages caused to buildings, grounds, pavement, curbs, low backs, sidewalks, railings, posts, lighting standards, and fire hydrants or any other public or private property or vehicle during snow clearing operations. Sod and curb damage due to the plow must be repaired by June 15th, annually.
10. The Town of Gander may notify the Contractor in writing that he is in default of his contractual obligations if the Contractor (a) fails to proceed regularly and diligently with the work or (b) disregards laws or ordinances or the instructions of the Administrator's representative(s). Such written notice by The Town of Gander shall instruct the Contractor as to how to correct the default. If the Contractor fails to correct the default, The Town of Gander may terminate the contract. The Town of Gander may exercise its right to have a different contractor continue with the work.
11. The location at - 59 Elizabeth Drive - must be assured first priority at all times and that the successful bidder/operator and equipment will be available within one (1) hours' notice and remain on the job as deemed necessary by the Town of Gander, day or night.
12. The contractor is to ensure that any buildup of ice is avoided at all times. Should a buildup of ice occur, then the contractor is to remove the ice buildup at a no cost to the Town of Gander To help achieve this, the contractor **shall spread salt/sand** in the amounts required at the time of application, to prevent and/or eliminate slippery conditions.
13. Given the duration of the contract, commencing immediately upon award and ending on December 1st, 2025, the Contractor shall submit invoices monthly. Please submit invoices to accountspayable@gandercanada.com

Snow Control

The contractor shall clear and remove where necessary all snow from all parking lot load areas and fire lanes.

Snow clearing must commence whenever there is an accumulation of (3 cm) or more of snow or when wind conditions cause drifting to such a degree that it will impede a safe flow of traffic around 59 Elizabeth Drive.

When overnight snowfalls or drifting occurs to such a degree to warrant snow clearing, then all areas to be cleared not later than 07:00 hours. This will be strictly enforced unless a snowstorm is in progress. Fire lanes must be always kept open. Should work not be completed in accordance with these conditions then the Town of Gander reserves the right to engage other contractors at no cost to the health authority.

When snow accumulates at the no-site storage areas to such a degree that it will obstruct vehicular traffic flow or conditions become unsafe for pedestrian traffic or damages to buildings on the site are anticipated then the town representative will request snow to be trucked away to an approved dumping site. The contractor shall be responsible for identifying the dumping sites and obtain all necessary approvals for use of such sites.

The contractor shall make allowances in his lump sum tender price for any carrying away of snow that may be necessary.

The contractor must plow snow to the extremities of all areas being cleared to utilize all the on-site storage space to its maximum.

Snow and ice to be cleared from 59 Elizabeth Drive before 07:00 – Sunday to Saturday.

Ice Control for the Prevention of Slippery Conditions

The contractor shall take every reasonable precaution to ensure that slippery conditions on the sites are avoided at all times.

Environment Blue OR equivalent Ice Melt must be used on walkways

It is the contractor's responsibility to ensure that sand and calcium is applied in sufficient quantities and with sufficient frequency to prevent slipping conditions at all times. Should the contractor fail to comply with this requirement, he may be held liable for any accidents that occur.

The Contractor shall spread a mixture of sand and salt at the minimum coverage of 560kg per hectare (500 lbs. per acre). **In general, this mixture shall be in proportion of one part salt and one part sand.** However, should these amounts and/or mixtures be found unsatisfactory to adequately control slipping conditions then the amounts and/or mixtures are to be adjusted accordingly at no extra cost to the Owner. **At no time should the sand content be more than 50% of the total mixture.**

The contractor is to ensure that any buildup of ice is to be avoided at all times. Should a buildup of ice occur, then the contractor is to remove the ice buildup at no cost to the owner.

Sand used to prevent slippery conditions and for ice control is to be free from all foreign materials such as sticks, roots, mud, etc., and shall be capable of passing through a number 4 sieve.

The sand shall meet the following standards.

<u>SIEVE SIZE</u>	<u>% PASSING BY DRY WEIGHT</u>
6.30 mm	100
4.76 mm	70 – 90
2.00 mm	50 - 80
0.420 mm	5 - 25
0.075 mm	0 - 6

Cleanup of Sand from all parking lots and areas will be required commencing ASAP after snow conditions permit but no later than May 31st of each calendar year. This includes any necessary cleanup to crush stone parking lots and surrounding buildings that has resulted from winter plowing.

Equipment Requirements

1. The Contractor(s) will be expected to keep all equipment continuously available and in full working order during the period of the contract, the following minimum equipment for exclusive use on this contract. All equipment is to be in good mechanical condition, certified and road-worthy to operate on public roadways. The equipment must always be readily available. Equipment which becomes inoperative during snow clearing, must be replaced immediately to maintain the contractor's obligation to the contract.
2. The contractor will be expected to utilize necessary equipment to maintain the site to the satisfaction of the Town of Gander representative. **In the event of a major storm, additional equipment may be requested by NL Health Services to maintain the site(s). The Bidder shall provide, with their bid, a list of proposed equipment to be used to service each site. Minimum equipment detail shall include the model year, make, and model # for each item.**
3. All buckets to be without teeth.
4. All equipment must be equipped with flashing amber/blue lights and audible back up alarms.
5. All snow plough equipped equipment must have cutter edge maintained in good condition for ice control and to effectively remove snow from ploughed surfaces.
6. All equipment must be equipped with a method of two-way communication and the Contractor must have a designated supervisor on site when any equipment is working. The Contractor's supervisor must be equipped with a cellular phone to maintain contact with the town's representative during snow clearing activities. A current updated contact list must be provided by the contractor to the NL Health Services representative. In addition, the Contractor must ensure

that telephone contact can be made at all times. Response time for the Contractor's services shall be within 30 minutes.

7. Contractor to provide any necessary equipment for snow removal and salting which cannot be accessed by heavy equipment i.e. shovels, snow blowers, spreaders, etc.

Protection and Making Good

The contractor shall take extra care to ensure that the owner's property, including such things as curbs, lawns, fencing, signs, etc., is not damaged while work is being carried out under this contract.

The contractor is to pay particular attention to ensure fire hydrants are not damaged and to ensure snow is cleared from around all hydrants. Damage to hydrants is to be immediately reported to the Town representative. Any damaged hydrants are to be repaired or replaced immediately at no cost to the owner.

Any other damage to property is to be made good at a time satisfactory to the Town of Gander at no cost.

Any other damage to property is to be made good at a time satisfactory to the Town of Gander at no cost.

SAFETY

1. The contractor shall at all times exercise maximum safety precautions and will assume responsibility for the protection of its employees and the Town of Gander property.
2. The Contractor shall promptly report, followed up in writing, to the town representative (tbd) for the Town of Gander all accidents arising out of or in connection with the performance of the work, whether on or adjacent to the site which caused death, personal injury or property damage.
3. If any claim is made against the Contractor on account of any accident the Contractor shall promptly report the facts in writing to the town's representative (tbd) giving full details of the claim.
4. The Contractor shall report immediately to the town's representative (tbd) any equipment or conditions would be considered unsafe.
5. No materials or equipment shall be stored on site where they may present a hazard to property, personnel or affect the normal operating functions of the facilities.
6. The contractor shall be liable for and shall indemnify and hold harmless the town of Gander, its agents and employees if from and against all claims, losses, cost, damages, or action suits or proceedings whatsoever arising under any statute or Common Law:
 - a) In respect of personal injury to, or the death or any person whomsoever arising out of or in the course of or caused by the carrying out of the work; and

- b) In respect of any injury or damage whatsoever to any property or personal as such injury or damage arises out of or in the course of by reason or the carrying out of the work.
- c) The Contractor shall not be liable if the injury, death, loss or damage is due to any act or neglect of the Town of Gander, its agents or employees.

7. The contractor will always exercise competent supervision of the work through a superintendent having authority to receive on behalf of the contractor any order of communication relating to the work. Any superintendent or workman not acceptable to the Town of Gander by reason of incompetence or improper conduct will be removed from the work and replaced forthwith.

8. Show proof of inspection certificate for equipment from a certified heavy equipment dealer, as required.

Priority Schedule

The Town of Gander, or designate, will provide the contractor with a priority schedule where applicable, but in all cases, fire lanes are to be kept open continuously for use of emergency vehicles for all sites included in the tender.

EMERGENCIES

The Town of Gander representatives have authority in an emergency to stop progress or make changes to the work whenever in their opinion such stoppage or change may be necessary to ensure the safety of life, or of the structure, or neighboring property.

Insurance Coverage

1. The contract must provide, maintain and pay for insurance coverage to protect him/herself and indemnify and save the Town of Gander harmless from any and all claims which may arise from the work performed. The Contractor must provide the Organization with proof of the following insurance coverage prior to commencement of the work, including a certified true copy of each policy.

(a) **Workers Compensation:**

The Contractor must comply with the requirements of the Workers Compensation legislation for the safety of all personnel employed by him/her to complete the work.

(b) **General Liability Insurance:**

General Liability Insurance must be secured and maintained in the joint names of the Contractor and the Organization with limits of not less than **two million dollars (\$2,000,000.00)** inclusive per occurrence for bodily injury, death and damage to property including loss of use hereof.

(c) Automobile Liability Insurance:

Automobile Liability Insurance in respect of licensed vehicles must have limits of not less than two million dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property, in the following forms endorsed to provide the Organization with not less than fifteen (15) days written notice in advance of any cancellations, change or amendment restricting coverage

1. Standard non-owned automobile coverage, including standard contractual liability endorsement.
2. Standard owners form automobile policy, providing third party liability and accident benefits insurance coverage licensed vehicles owned and operated on behalf of the Contractor.

Certificate of Recognition (COR) Status

The contractor must have a Certificate of Recognition (COR) status. The contractor shall provide proof of registration for the program or a Letter of Good Standing from the Newfoundland and Labrador Construction Safety Association (NLCSA) prior to the award of any contract.

Subletting:

The Contractor shall have no right nor power to assign this contract, in whole or in part, without the formal written approval of the Town of Gander

Site Description

The successful bidder shall keep the property at 59 Elizabeth Drive free from snow, with appropriate ice control and open to traffic when necessary 24/7, all roadways, parking garages, approaches, canopies, garbage compartments and parking lots. Snow clearing should be conducted in a manner for all pathways and roadways to be free of ice and snow by **07:00 hours** each morning.

SNOW CLEARING & ICE CONTROL TENDERED PRICE PER MONTH

Monthly cost for contract period (from December 2024 to December 2025- 1 Year)
plus _____ HST.

Bidder:

Contractor's Legal Name

Contractor's Address

Authorized Representative

Representative's Signature

Date

Phone number

CONTRACTOR'S SIGNATURE

This Section is to be completed by Contractor.

Contractor's Legal Name

Contractor's Address

Authorized Representative

Representative's Signature

Date

Witnessed By

OWNER'S SIGNATURE

Signature by owner (if signed) will be deemed as acceptance of this tender and formation of a valid contract. Approved option

Signature

Title

Signature

Title

Date

INSTRUCTIONS TO BIDDERS

Bids may be faxed, emailed (PDF) or hand delivered in a sealed envelope to the Procurement Officer up to closing date and time, 2:00:00 pm, Monday November 18th,2024 with the opening commencing at 2:30:00 pm Local Time.

Persons faxing or emailing bids are advised to contact the Procurement Officer at 709-800-4543 to confirm receipt of said documentation.

Bid submissions are to clearly identify Request for Quote Number and Company Name.

Suzanne White

Procurement Officer

Town Hall

100 Elizabeth Drive

Gander, NL

A1V 1G7

Ph: 709-800-4543

Fax: 709-256-5809

Email: tenders@gandercanada.com

The Town of Gander does not bind itself to accept the lowest or any bid.