



Town of Placentia

Request for Proposals
For
SNOW CLEARING OF MUNICIPAL ROADS & BUILDINGS

Request for Proposals No: **PW-RFP-2020-05**

Issued: **September 10, 2020**

Submission Deadline: **September 22, 2020 11:30am**

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the **Town of Placentia** (herein after referred to as “the Owner”) to prospective proponents to submit proposals for **Snow Clearing of Municipal Roads and Buildings** as further described in Section A of the RFP Particulars(Appendix D) (the “Deliverables”).

The Town of Placentia is requesting proposal for snow clearing operations for its Municipal roads and properties.

1.2 RFP Contact

For the purposes of this procurement process, the “RFP Contact” will be:

Mary Greene CAO (A)

Town of Placentia

(709) 227-2151 Ext. 228

townofplacentia@placentia.ca

1.3 Type of Contract for Deliverables

The preferred supplier will be required to enter into an agreement with the Owner for the provision of the Deliverables in the form attached as Appendix A to the RFP (the “Agreement”). It is the Owner’s intention to enter into the Agreement with the preferred supplier(s).

1.4 RFP Timetable

Issue Date of RFP	Sept. 10, 2020
Deadline for Questions	Sept. 15, 2020
Deadline for Issuing Addenda	Sept. 16, 2020
Submission Deadline	Sept. 22, 2020 11:30am
Public opening	
Anticipated Execution of Agreement	Sept. 30, 2020
Irrevocability Period	60 days
Delivery Date of Commodity [if applicable]	NA

The RFP timetable is tentative only and may be changed by the Owner at any time.

1.5 Submission of Proposals

Submissions are to be submitted at the Town Office, front desk. Electronic submissions will not be considered.

1.5.1 Proposals to be Submitted at Prescribed Location

Proposals must be submitted at:

Town of Placentia

21 Patterson Drive

Placentia, NL

A0B 2Y0

Attn: Mary Greene (CAO)

1.5.2 Proposals to be Submitted on Time

Proposals must be submitted at the location set out above on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected. Onus and responsibility rests solely with the proponent to deliver its proposal to the exact location indicated in the RFP on or before the Submission Deadline. The Owner does not accept any responsibility for submissions delivered to any other location by the proponent or its delivery agents. Proponents are advised to make submissions well before the deadline. Proponents making submissions near the deadline do so at their own risk.

1.5.3 Proposals to be Submitted in Prescribed Format

Proponents should submit **2** hard copies of their proposal in a sealed package prominently marked with the RFP title and number (see RFP cover) as well as the full legal name and return address of the proponent. Financial Bid Form sealed in separate envelope (Bid Form).

1.5.4 Amendment of Proposals

Proponents may amend their proposals after they have been submitted if, and only if, the amendment is delivered prior to the Submission Deadline marked with the RFP title and number and the full legal name and return address of the proponent to the location set out above. Any amendment should clearly indicate which part of the proposal the amendment is intended to affect. Amendments must be submitted at the location set out above on or before the Submission Deadline. Amendments submitted after the Submission Deadline will not be accepted.

Written inquiries and requests for clarification shall be accepted up to 5 working days prior to the closing time. Inquiries and requests for clarification received after this date shall not be addressed. Verbal responses shall not be binding on either party.

To ensure consistency and quality in the information provided to proponents, the Owner shall provide, by way of amendment to this RFP in the form of an addendum, any relevant information with respect to the RFP inquiries received in writing without revealing the source of those inquiries. Proponents are cautioned that it is their responsibility to ensure that they receive all information relevant to this RFP. The Owner shall not be responsible for proponents who fail to inform themselves regarding the scope and nature of the work. The Owner shall publish all amendments on the Town's website **placentia.ca**. Proponents should check on a regular basis for RFP updates. Proponents are solely responsible for ensuring they are aware of and have complied with all amendments by tender closing time.

1.5.5 Withdrawal of Proposals

Proponents may withdraw their proposals prior to the Submission Deadline. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact prior to the Submission Deadline and must be signed by an authorized representative of the proponent. The Owner is under no obligation to return withdrawn proposals.

1.5.6 Proposals Irrevocable after Submission Deadline

Proposals shall be irrevocable for a period of **60** days running from the moment that the Submission Deadline passes.

[End of Part 1]

PART 2– EVALUATION AND AWARD

2.1 Stages of Evaluation

The Owner will conduct the evaluation of proposals in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. Proposals that do not comply with all of the mandatory submission requirements as of the Submission Deadline will, subject to the express and implied rights of the Owner, be disqualified and not evaluated further. The mandatory submission requirements are listed in Section C of the RFP Particulars (Appendix D).

2.2.1 No Amendment to Forms

Other than inserting the information requested on the mandatory submission forms set out in the RFP, a proponent may not make any changes to any of the forms. Any proposal containing any such changes, whether on the face of the form or elsewhere in the proposal, may be disqualified.

2.3 Stage II – Evaluation

Stage II will consist of the following two sub-stages:

2.3.1 Mandatory Technical Requirements

The Owner will review the proposals to determine whether the mandatory technical requirements as set out in Section D of the RFP Particulars (Appendix D) have been met. Proposals that do not comply with all the mandatory technical requirements will, subject to the express and implied rights of the Owner, be disqualified and not evaluated further.

2.3.2 Rated Criteria

The Owner will evaluate each qualified proposal on the basis of the non-price rated criteria as set out in Section F of the RFP Particulars (Appendix D).

2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in the Pricing Form (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

2.5 Selection of Top-Ranked Proponent

After the completion of Stage III, all scores from Stage II and Stage III will be added together and proponents will be ranked based on their total scores. Subject to the reserved rights of the Owner, the top-ranked proponent will be selected to enter into the Agreement in accordance with the following section. In the event of a tie, the selected proponent will be the proponent with the highest score on the rated criteria.

2.6 Notice to Proponent and Execution of Agreement

Notice of selection by the Owner to the preferred supplier shall be in writing. The preferred supplier from each zone shall execute the Agreement in the form attached as Appendix A to this RFP and satisfy any other applicable conditions of this RFP, including the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D), within fifteen (15) days of notice of selection. This provision is solely for the benefit of the Owner and may be waived by the Owner.

2.7 Failure to Enter into Agreement

If a preferred supplier fails to execute the Agreement or satisfy the pre-conditions of award listed in Section E of RFP Particulars (Appendix D) within fifteen (15) days of notice of selection, the Owner may, without incurring any liability, proceed with the selection of another proponent and pursue all remedies available to the Owner.

[End of Part 2]

PART 3– TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 RFP Incorporated into Proposal

All the provisions of this RFP are deemed to be accepted by each proponent and incorporated into each proponent's proposal. A proponent who submits conditions, options, variations or contingent statements inconsistent with the terms set out in this RFP, including the terms of the Agreement in Appendix A, either as part of its proposal or after receiving notice of selection, unless otherwise indicated, may be disqualified. If a proponent is not disqualified despite such changes or qualifications, the provisions of this RFP, including the Agreement set out in Appendix A, will prevail over any such changes or qualifications in the proposal.

3.1.2 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

3.1.3 Proposals in English

All proposals are to be in English only.

3.1.4 No Incorporation by Reference

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

3.1.5 References and Past Performance

In the evaluation process, the Owner may include information provided by the proponent's references and may also consider the proponent's past performance or conduct on previous contracts with the Owner or other institutions.

3.1.6 Information in RFP Only an Estimate

The Owner and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.1.7 Proponents to Bear Their Own Costs

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

3.1.8 Proposal to be Retained by the Owner

The Owner will not return the proposal, or any accompanying documentation submitted by a proponent.

3.1.9 Trade Agreements

Proponents should note that procurements falling within the scope of the Canadian Free Trade Agreement, the Atlantic Procurement Agreement, and/or the Canada-European Union Comprehensive Economic Trade Agreement are subject to those trade agreements but that the rights and obligations of the parties will be governed by the specific terms of this RFP.

3.1.10 No Guarantee of Volume of Work or Exclusivity of Contract

N/A

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

Proponents shall promptly examine all the documents comprising this RFP, and

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

in writing by email to the RFP Contact on or before the Deadline for Questions. All questions or comments submitted by proponents by email to the RFP Contact shall be deemed to be received once the email has entered in to the RFP Contact's email inbox. No such communications are to be directed to anyone other than the RFP Contact. The Owner is under no obligation to provide additional information, and the Owner shall not be responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The Owner shall not be responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

3.2.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If the Owner, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Owner. In the Submission Form (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the Owner determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the Owner may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify and Supplement

When evaluating proposals, the Owner may request further information from the proponent or third parties in order to clarify or supplement the information provided in the proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section D of the RFP Particulars (Appendix D). The Owner may revisit and re-evaluate the respondent's response or ranking on the basis of any such information.

Any responses received by the Owner from the proponent shall, if accepted by the Owner, form an integral part of the proponent's proposal.

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

In accordance with section 30 of the *Public Procurement Regulations*, once the Agreement is awarded by the Owner, the outcome of the RFP will be publicly posted at the town's website www.placentia.ca

3.3.2 Debriefing

Unsuccessful proponents may request a debriefing within ten (10) business days after the award has been posted. The request must be sent in writing to the RFP Contact. The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent procurement opportunities. The debriefing process is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

3.3.3 Supplier Complaint Process

If a proponent wishes to register a complaint with respect to the RFP process, it should provide it in writing and within the parameters established by section 25 of the *Public Procurement Regulations*, as amended. The notice must provide a detailed explanation of the proponent's concerns with the procurement process or its outcome, in addition to such other information as may be required by the *Regulations*. Proponents should note that these complaint procedures are separate and distinct from any dispute resolution processes that may be provided for under applicable trade agreements. If a proponent wishes to dispute a matter under an applicable trade agreement, the proponent must follow the process set out in the trade agreement.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

The Owner may disqualify a proponent for any conduct, situation, or circumstances, determined by the Owner, in its sole and absolute discretion, to constitute a conflict of interest.

The Owner reserves the right to disqualify any proponent that in the Owner's sole opinion has an actual or potential conflict of interest or an unfair advantage, or may permit the proponent to continue and impose such terms and conditions, as the Owner in its sole discretion may require.

For the purposes of this RFP, the term “Conflict of Interest” includes, but is not limited to, any situation or circumstance where in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to: (i) having, or having access to, confidential information of the Owner in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair.

Proponents are required to disclose, to the RFP Contact, any potential or perceived conflict of interest issues prior to RFP closing date and time.

3.4.2 Disqualification for Prohibited Conduct

The Owner may disqualify a proponent, rescind a notice of selection or terminate a contract subsequently entered into if the Owner determines that the proponent has engaged in any conduct prohibited by this RFP.

3.4.3 Proponent Not to Communicate with Media

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

3.4.4 No Lobbying

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the preferred supplier(s).

3.4.5 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Owner; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.4.6 Past Performance or Past Conduct

The Owner may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments; or

- (c) any conduct, situation or circumstance determined by the Owner, in its sole and absolute discretion, to have constituted a Conflict of Interest.

3.5 Confidential Information

3.5.1 Confidential Information of the Owner

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

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

3.5.2 Confidential Information of Proponent

This procurement process is subject to the *Access to Information and Protection of Privacy Act, 2015 (ATIPPA, 2015)*. A proponent must identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is requested to be maintained by the Owner. The confidentiality of such information will be maintained by the Owner, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Owner to advise or assist with the RFP process, including the evaluation of proposals.

The proponent agrees that any specific information in its submission that may qualify for an exemption from disclosure under subsection 39(1) of the *ATIPPA, 2015* has been identified in its submission. If no specific information has been identified it is assumed that, in the opinion of the proponent, there is no specific information that qualifies for an exemption under the subsection 39(1) of the *ATIPPA, 2015*.

Contracting with the Owner is a public process. Information provided through this process will be disclosed when requested under the *ATIPPA, 2015*, except where disclosure of that information is harmful to the business' interests, as set out in the three-part test in the *ATIPPA, 2015*.

Information, including the financial value of a contract resulting from this procurement process, will be publicly released as part of the award notification process, in accordance with section 30 of the *Public Procurement Regulations*.

If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact. Further information relating to subsection 39(1) of the *ATIPPA, 2015* is provided in guidance documents available through the Office of the Information and Privacy Commissioner at <https://oipc.ni.ca/guidance/documents>.

3.6 Reserved Rights and Limitation of Liability

3.6.1 Reserved Rights of the Owner

The Owner reserves the right to:

- (a) make public the names of any or all proponents as well as award information;
- (b) make changes, including substantial changes, to this RFP provided that those changes are issued by way of addendum in the manner set out in this RFP;
- (c) request written clarification or the submission of supplementary written information in relation to the clarification request from any proponent and incorporate a proponent's response to that request for clarification into the proponent's proposal. This shall not be an opportunity for proposal repair;
- (d) assess a proponent's proposal on the basis of: (i) a financial analysis determining the actual cost of the proposal when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established); and (ii) in addition to any other evaluation criteria or considerations set out in this RFP, consider any other relevant information that arises during this RFP process;
- (e) waive formalities and accept proposals that substantially comply with the requirements of this RFP;
- (f) verify with any proponent or with a third party any information set out in a proposal;
- (g) check references other than those provided by any proponent;
- (h) disqualify a proponent, rescind a notice of selection or terminate a contract subsequently entered into if the proponent has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;
- (i) select a proponent other than the proponent whose proposal reflects the lowest cost to the Owner;
- (j) cancel this RFP process at any stage;
- (k) cancel this RFP process at any stage and issue a new RFP for the same or similar deliverables;
- (l) accept any proposal in whole or in part; or
- (m) reject any or all proposals;

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

3.6.2 Limitation of Liability

By submitting a proposal, each proponent agrees that:

- (a) neither the Owner nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this proposal process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or for any other claim; and
- (b) the proponent waives any claim for any compensation of any kind whatsoever, including claims for costs of preparation of the proposal, loss of profit or loss of opportunity by reason of the Owner's decision to not accept the proposal submitted by the proponent, to enter into an agreement with any other proponent or to cancel this proposal process, and the proponent shall be deemed to have agreed to waive such right or claim.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the Owner; and
- (c) are to be governed by and construed in accordance with the laws of the province of Newfoundland & Labrador and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

The tender validity review has been completed relevant to **Request for Proposal # 2020PWP-02 - Snow Clearing of Municipal Roads& Buildings.**

WITNESSETH that in consideration of the covenants, agreements and conditions therein contained, the parties hereto agree to the terms and conditions of the RFP, including any and all addendums and the Bid submitted by the Contractor on _____.

All securities pertinent documentation required within the tender document must be renewed prior to the commencement of the contract period.

IN WITNESS WHEREOF the parties have hereunto their hands and seals subscribed and set the day and year first before written.

THE CORPORATE SEAL

TOWN OF PLACENTIA

of the Town of Placentia

was hereunto affixed at _____

_____ in

Mayor

the Province of Newfoundland

on the _____ day of _____

_____, 2020.

Witness

THE CORPORATE SEAL

CONTRACTOR

Of the Contractor was _____

hereunto affixed at _____

_____ in

Name of Company

the Province of Newfoundland

Company Signatory

on the _____ day of _____

_____, 2020.

Witness

APPENDIX B – SUBMISSION FORM

1. Proponent Information

Please fill out the following form, naming one person to be the proponent’s contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact Email:	

2. Offer

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. By submitting a proposal, the proponent agrees and consents to the terms, conditions and provisions of the RFP, including the Form of Agreement, and offers to provide the Deliverables in accordance therewith at the rates set out in the completed Pricing Form (Appendix C).

3. Rates

The proponent has submitted its rates in accordance with the instructions in the RFP and in the Pricing Form(Appendix C).The proponent confirms that it has factored all of the provisions of Appendix A, including insurance and indemnity requirements, into its pricing assumptions and calculations.

4. Addenda

The proponent is deemed to have read and accepted all addenda issued by the Owner. The onus is on proponents to make any necessary amendments to their proposals based on the addenda. The proponent is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were received by writing the word “None”, on the following line:
 _____ . Proponents who fail to complete this section will be deemed to have received all posted addenda.

5. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

6. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the Owner to the advisers retained by the Owner to advise or assist with the RFP process, including with respect to the evaluation of this proposal.

7. Proposal Irrevocable

The proponent agrees that its proposal shall be irrevocable for a period of 60 days following the Submission Deadline.

8. Execution of Agreement

The proponent agrees that in the event its proposal is selected by the Owner, in whole or in part, it will finalize and execute the Agreement in the form set out in Appendix A to this RFP in accordance with the terms of this RFP.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.

APPENDIX C –PRICING FORM

1. Instructions on How to Complete Pricing Form

Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.

Rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, and all other overhead, including any fees or other charges required by law.

2. Evaluation of Pricing

Pricing is worth **55** points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the Pricing Form. Each proponent will receive a percentage of the total possible points allocated to price for the particular category it has bid on, which will be calculated in accordance with the following formula:

Lump Sum: $\text{lowest price} \div \text{proponent's price} \times \text{weighting} = \text{proponent's pricing points}$

Hourly Rate: $\text{lowest price} \div \text{proponent's price} \times \text{weighting} = \text{proponent's pricing points}$

3. Pricing Form

This RFP call covers more than one geographical zone. One or more zones may be bid on in this contract. A separate Contract Form is required for each zone that is bid on. Bidders are to provide a lump sum price for each zone bid in a contract for a one (1) year period. Bidders who bid on zone A2 must supply pricing for Fort Louis extension.

The tendered prices shall be the inclusive cost to the Owner and shall include royalties, custom duties, foreign exchanges, transportation costs, travelling time, overhead, profit, fringe benefits, administration costs, supervision, coordination fees, materials, equipment and insurance charges. HST is to be listed separately on the pricing form.

	Zone Description	1 Year Lump Sum Price Per Zone Plus HST
A1	Placentia/Southeast: Including all Municipal Buildings, Bus Shelters, Roads, and Lanes	\$ + HST \$ Total: \$
A2	Jerseyside/Freshwater: Including all Municipal Buildings, Bus Shelters, Roads, and Lanes	\$ + HST \$ Total: \$
A2	Fort Louis Road extension Snow Removal and Ice Control Application	\$ + HST \$ Total: \$
A3	Dunville: Including all Municipal Buildings, Bus Shelters, Roads, and Lanes	\$ + HST \$ Total: \$
A4	Argentia: Including all Municipal Buildings, Bus Shelters, Roads, and Lanes	\$ + HST \$ Total: \$

	Zone Hourly Rate Per Zone	Hourly Rates Per Equipment
A1	Placentia/Southeast: Hourly Rate for work outside of work scope or in months of November and April	1 Loader: \$ + HST 1 Backhoe: \$ + HST Total:
A2	Jerseyside/Freshwater: Hourly Rate for work outside of Work scope or in months of November and April.	1 Loader: \$ + HST 1 Backhoe: \$ + HST 1 Sander Truck: \$ + HST Total:
A3	Dunville: Hourly Rate for work outside of Work scope or in months of November and April	1 Loader: \$ + HST 1 Backhoe: \$ + HST Total
A4	Argentia: Hourly Rate for work outside of Work scope or in months of November and April	1 Loader: \$ + HST 1 Backhoe: \$ + HST Total:

APPENDIX D – RFPPARTICULARS

A. THE DELIVERABLES

I. DURATION OF CONTRACT

- The duration of each contract, shall be from 12:01 am on December 1, 2020 to 11:59 pm on March 31, 2022 with the option for extension as outlined below and with the option for two renewal periods of one year duration each.
- This contract may be extended 2 times for 1 year periods beyond the normal scheduled expiry date, if both parties mutually agree. The contract extension shall be with the same terms, conditions, and cost as the original period of the contract. The hourly rate for service under any contract extension shall as per the original rates bid in this tender.

2. PAYMENTS

- For all contracts, work will be required on snow clearing for the full duration of months in the contract duration (12:00 am December 1, 2020 to 12:00 pm on March 31, 2022) described above in Duration of Contract. However, the Town will make only four (4) equal payments to the contractor to cover the full cost of all services under this contract. The Contractor must submit a monthly invoice or payment will not be made. The invoice will be certified for payment at the end of each month with payment to the Contractor forthcoming within twenty-one (21) days from month end. Payments will be made at the schedule noted above at the end of December, January, February, and March, subject to satisfactory completion of the work and receipt of an invoice. The Town reserves the right to retain a 10% hold back until satisfactory examination of the contract is completed by the Owner.
- The Owner may make deductions from invoices for any uncompleted or unsatisfactory work. If the Owner directs and the Contractor subsequently corrects or satisfactorily completes the work, the amount of the deductions will be added to the Contractor's next invoice. If the Owner directs that the work not be completed or the work is not corrected satisfactorily, the contract amount will be reduced by the amount of the deductions in the form of a credit change order.
- Payment for hourly work will be made upon completion of the work and receipt of the Contractor's invoice. Such invoices shall identify the contract number, nature of the work completed, work location, date, purchase order, hours worked, machines used, hourly rates as directed by Owner, material costs and mark-ups, and any other separate charges.

3. LIST OF AREAS IN CONTRACT

The Contractor shall clear all snow from all roadways, sidewalks and turning areas on municipally owned streets, as well as all town owned building parking lots including bus shelters, the town owned animal control building, and emergency facilities within the zone of responsibility. Priority is to be given to but not limited to:

- Access to Placentia Health Care Centre-Bruley, Placentia
- Town Hall/Arts Centre/Cultural Interpretation Centre – Patterson Drive, Townside Placentia
- Fire Hall – Larkin Drive, Freshwater Placentia
- Public Works Depot and Salt Storage Shed – Argentia, Placentia
- Bus Shelters
- Unity PARC Arena – Townside Placentia
- Sidewalks on Prince William Drive, Blockhouse Drive, Villa Marie Drive.

4. GENERAL INSTRUCTION

This section of the specification outlines the technical requirements for the Lump Sum Snow Clearing Contracts that have been identified as various contracts in Supplementary Instructions to Bidders under "List of Areas in Contract". The work in general shall consist of keeping areas as described in the Scope of Work, free of snow to permit unimpeded flow of traffic to and from these areas and the clearing of all Town owned parking lot entrances, parking lots, on-site roadways, walkways and bus shelters. The Owner expects all areas that were maintained in the last snow removal contract, in addition to any new work identified to be completed under this agreement

The contractor is required to supply and pay for all labour, materials, tools, equipment, and services necessary for the execution and completion of the work.

5. SCOPE OF WORK

The work shall include the supplying of all labour, materials, equipment, and services necessary for the execution and completion to the Owner's satisfaction, for the price tendered of all the work described in this RFP.

- **Snow Clearing Operations**

The contractor shall clear all snow from all municipal parking lots, parking lot entrances, on site roadways, access roadways, turning areas, loading areas, fire lanes and asphalt surfaces.

Snow clearing must commence whenever there is an accumulation of 30mm (1.25 inches) or more of snow or when wind conditions cause drifting to such a degree that it impedes the smooth flow of traffic. The contractor must clear sites by 5:00am to make sure there will be no impediment to the flow of traffic and allow for de-icing to begin at 6:00am without delay.

When overnight snow falls or drifting occurs to such a degree to warrant snow clearing, all areas are to be cleared not later than 5:00am. This will be strictly enforced unless a snowstorm is in progress and endangers the life or safety of equipment operators. The Town of Placentia will abide by provincial policy with regard to removal of equipment due to weather conditions. Interruption of snow clearing services being conducted by the provincial Department of Transportation and Works will be the determining factor in the decision to cease snow clearing operations on municipal streets which will be at the determination of the Owner.

Snow clearing equipment must be available for use in each zone at all times. Equipment should be left parked within 2km of the zone in which it is responsible to maintain.

Fire and emergency vehicle lanes must be kept open at all times.

The contractor must plow snow to the extremities and beyond where approved by the Owner. No stockpiling of snow will be permitted so as to impede traffic flow or decrease the allocated number of parking places and no stockpiling on private property. Curbs must be visible at all times and snow must be removed from all intersections so as to not reduce driver visibility.

Snow shall be cleared in such a manner as to avoid leaving a build-up of any snow. Any such build-up of snow is to be promptly removed at no cost to the Owner.

Should a snowfall occur after the normal business hours on a Friday and prior to 5:00 am business opening on Monday morning, the contractor must still commence snow clearing as soon as possible and not delay snow clearing regardless of it being a weekend or statutory holiday. If the contractor delays snow clearing such that it makes for unsatisfactory road conditions or accumulation on roads and lots, the contractor shall be expected to take all necessary action to have the parking lots returned to suitable conditions without delay. If the owner deems the contractor's response and performance to be unsatisfactory in these circumstances the owner may direct the contractor to deploy all or specific minimum required equipment to the site, to commence clearing within one (1) hour. Failure to respond in accordance with this directive may result in the issuance of a notification under the Owner's Right to Terminate Contract due to a failure to proceed diligently with the Work.

- **Snow Removal Operations**

When snow accumulates at the on-site storage areas to such a degree that it will obstruct vehicular traffic flow, sightlines at intersections, where conditions become unsafe or where damages to building properties and site services on the site are anticipated then the Owner will request snow to be removed to an approved site. The contractor shall be responsible to identify the sites and obtain all necessary approvals for use of such sites at no further cost to the Owner.

6. EQUIPMENT REQUIREMENTS

Equipment used under this contract must be kept in a good state of repair and be capable of performing the required work equipped with chains, company logos and flashing lights. The contractor **MUST PROVIDE** an inspection checklist and a copy of the registration and insurance for each piece of equipment to be used within thirty (30) days after tender award of contract and any time during the life of the contract upon request of the Owner.

Equipment that becomes inoperative during the snow clearing season must be replaced immediately to carry out the work required with the contractor giving immediate notification to the Owner of the interruption of service.

All Heavy Equipment must be equipped with Roll Over Protective Structure as per regulations of the Health and Safety Division of the Department of Environment

All modifications to any factory installed equipment must be authorized by the manufacturer and must not reduce the snow clearing capabilities of the equipment listed for this contract.

CONTRACTORS MUST NOTE:

Equipment listed in no way limits the amount of equipment required to execute the work as described in this specification.

Minimum requirements for equipment under this contract are listed in Appendix D Section C. Equipment that is submitted for each Zone in this proposal must be readily available at all times during the life of the contract.

The Owner reserves the right to request the contractor to provide, at any time during the contract at no cost to the Town, a certificate from a competent service centre of heavy equipment verifying the state of repair and the operation condition of any or all of the equipment used in the contract. Any equipment used in the contract found to be unacceptable shall be replaced immediately.

Fifteen days after the award of the contract, or by October 31, 2020 whichever is earlier, all required equipment must be available for inspection by the Owner. Thirty days after the award of the contract, or by November 15, 2020 whichever is earlier, all required equipment must be available, in satisfactory working order with all appropriate and applicable licenses, insurances, etc., in place. Confirming documents must be in place and approved by the Owner.

7. INSPECTION OF EQUIPMENT

In addition to any certificates that may be required as part of "Equipment Requirements", the Owner reserves the right to inspect any or all equipment at any time during the full term of this contract to confirm that the supplied equipment meets the requirements of the contract and is in full working order. Should any equipment be found not acceptable for any reason, it must be replaced within 24 hours and any substitution must meet the contract equipment requirements and is subject to approval of the Owner. Any such inspections at the Owners prompting may be carried out by the Owners' employees or by a third party private company, whichever the Owner prefers. At no time, without approval of the Owner will a piece of equipment other than that called for in the specification be used.

8. PROTECTION AND MAKING GOOD

The contractor shall use extra care to ensure that the owner's property/or any privately owned adjacent 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 that fire hydrants are not damaged, buried or hidden. Damage to hydrants is to be immediately reported to the Owner. 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 Owner at no cost to the owner.

9. PRIORITY SCHEDULE

The Owner may provide the contractor with a priority schedule where applicable, but in all cases, fire lanes and hospital routes must be kept open at all times.

10. REQUIREMENTS FOR PERSONS OPERATING MOTOR VEHICLES FOR THIS CONTRACT

All operators are required to have a valid driver's license for the appropriate category of equipment being operated. Any change in an operator must be pre-approved by the Owner and a new operator will be required to submit a current copy of their valid license.

The Owner also reserves the right to request a copy of any operator's Driver's Abstract or a signed consent form authorizing the Owner to obtain a current copy of an operator's Driver's Abstract at any time during the contract. Failure to provide this information shall be grounds for the operator being removed from working under this contract and they must then be immediately replaced by an approved new operator.

11. NON-COMPLIANCE CLAUSE

Should the contractor fail to meet the requirements of the specifications in this contract as directed by the Owner's representative, the contractor may be liable for and may be required to pay to the Owner, liquidated damages, in the amount of \$50.00 per infraction, which may be levied in addition to the cost of any replacement service. The contractor shall be notified in writing of this non-compliance and the damages will be deducted from each monthly payment for the month when such an infraction occurs. Should more than five (5) such infractions occur in a thirty (30) day period or more than fifteen (15) such infractions occur during any period of this contract, shall be considered grounds for termination of this contract. The Owner shall not be liable to the contractor for any action taken in furtherance of its rights under this clause, which decision shall be final and binding on the contractor. In submitting a bid in response to this proposal, contractors shall be deemed to have accepted these terms.

12. **OTHER SPECIFIC REQUIREMENTS**

The Owner requires that Prince William Drive, Blockhouse Road and Villa Marie Drive be cleared with a wing plow or similar equipment to allow clearing of sidewalks for pedestrian traffic in the area.

Fort Louis Road Extension, Located in Zone A2 will be cleared using motorized equipment that is deemed safe for that area. Ice control is required on this road by the proponent. This includes supply and application of ice control as required. If at any time it is deemed not to be safe to clear this hill the Town must be notified immediately, or it may be viewed as non-compliance. The Town reserves the right to remove Fort Louis Road extension from the contract and contract out separately if it so chooses. Cost of this work is to be listed separately on the bid form in the event that it is removed from the contract it will be deducted from the payment.

Argentia is required to be cleared with a wing plow to allow adequate space in the industrial area of Town.

Bus Shelters are to be cleared before 7:00am on weekdays when schools are open.

13. **SAFETY**

Safety Program, Hazard Assessments & Safe Work Practices are mandatory under this contract.

Contractors are required to have a company safety plan to cover all work activities to be undertaken on this contract. These activities would include, but not be limited to: snow plowing with use of various pieces of equipment to be deployed; snow blowing; working alone; driving in winter conditions; equipment inspection; emergency procedures; emergency procedure for equipment breakdown, including on a roadway; accident reporting; any other applicable activity to be undertaken by the contractor on this contract, whether foreseen before the start of work or identified after work has started. The company safety plan should include hazard assessments and safe work practices for all applicable work activities.

The Company Safety Plan, with the above noted requirements included, must be submitted to the Owner for review before work is started. Failure to submit a suitable safety plan and have it

approved by the Owner will result in the contractor being considered to have failed to proceed diligently with the work and violated a critical provision of this contract.

It is required that contractors perform a job briefing and hazard assessment for each work assignment, prior to commencing any work. Part of the hazard assessment required will be to identify any and all safe work practices that are required to be developed and followed for performance of the work. The contractor will be required to submit any necessary safe work practices to the Owner for approval if requested prior to commencement of the work and to follow approved safe work practices in the performance of the work.

The contractor is required to ensure that all personnel in their employ working on the properties covered under these contracts shall comply with any and all of the Owner's rules, policies and procedures governing safety, security of other routine matters. These shall include such items as wearing the proper personal protective equipment as per the Owner's safety requirements. These rules, regulations, policies and procedures are subject to change by the Owner at any time and no extra compensation shall be made to the contractor for any such change or any associated impact on the contractors operation during the course of this contract.

All safety measures presented by the authorities having jurisdiction respecting fire hazards and personnel shall be observed at all times.

14. COMMUNICATIONS

The contractor shall maintain and provide the Owner with current office phone, fax and a primary contact cellular phone number and e-mail address as well as cell phone numbers for all operators. The contractor shall monitor the primary cellular contact phone number and e-mail address to provide live on the line response to requests for service and service problem calls from the Owner and/or his representative on a twenty-four (24) hour, seven day per week basis. The contractor shall have a backup contact name and phone number in the event of a problem with the primary contact. If the primary contact is not available then the backup number must provide live on the line response to requests for service and service problem calls from the Owner and/or his representative on a twenty-four (24) hour, seven day per week basis.

The contractor shall not refuse any call for service for the services described in this specification from the Owner and/or his representative and if a call is to address an immediate deficiency in service then the time lapse between call receipt and start of work shall not exceed one hour.

Should the contractor fail to answer a call for service on both the primary contact and the secondary contact or not respond within the required time frame, this will be considered a non-compliance item and, in and of itself, may be grounds for contract termination for failing to proceed diligently with the work and otherwise a violating a provision of the contract.

15. SUPERINTENDENT, WORKPERSONS AND QUALIFICATIONS

If requested by the Owner, the Contractor shall keep a competent superintendent on the work, authorized to receive any order or communication in respect of the Contract. Any superintendent or workman deemed unacceptable for the purpose intended by the Owner shall be removed from the site of the work and replaced forthwith.

The Contractor shall employ such numbers of qualified service personnel necessary for the work. Personnel who service the equipment must be fully qualified in the type of work.

The contractor shall submit a list of all personnel who will be performing work on this contract, with details of their qualifications. The contractor may not substitute new personnel without the approval of the Owner. The contractor must submit for approval, details of the qualifications for any new personnel. The contractor must have employed and available for work under this contract, properly qualified personnel, failure to be able to provide qualified employees may result in termination of the contract.

All work must be performed by and/or under the direct supervision of the appropriately qualified personnel in accordance with the Public Safety Act, the OH&S Act and Regulations and all other applicable provincial and federal legislation and regulations.

16. SECURITY CLEARANCES

Should a person be deemed a security concern by the RCMP, then such person may be precluded from performing further work on this contract. The Owner may also choose to allow a person to continue work under this contract but under restricted rules of access. No extra compensation shall be due to the contractor for removal from further work or restriction of access of a worker under this clause.

17. CHANGES TO AREAS AND/OR TERMINATION OF THE CONTRACT

The Town of Placentia reserves the right to up to add up to 2 roads per zone combining of up to 750 meters without additional cost to the contract with 30 day notification to the contractor or terminate the contract altogether, with a 30 day notification to the contractor. No extra compensation shall be paid or due to the contractor for removal of an area of service from the contract when the 30 day notification is given.

B. MATERIAL DISCLOSURES

N/A

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix B)

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent.

2. Pricing Form (Appendix C)

Each proposal must include a Pricing Form (Appendix C) completed according to the instructions contained in the form.

3. Employee Listing Form

Employee listing must include employees that will be involved in snow clearing operations and management. Work Supervisor, Operators and their qualifications and licences are to be identified.

4. Equipment list

Each proposal must include an equipment list identifying what will be assigned and available for the zone. Proponents must meet minimum requirements listed below. Equipment list and intended use will be evaluated separately in the rated criteria. Equipment may be substituted for sidewalks clearing. Equipment for snow clearing and de-icing of Fort Louis Road extension should be identified on equipment list if bidding on Zone A2.

A1	Placentia/Southeast:	1 - Rubber Tire Backhoe for Southeast area, 1 - Front Loader with wing for sidewalks, 1 – Rubber tire Backhoe for Placentia area.
A2	Jerseyside/Freshwater:	1 – Rubber Tire Backhoe for Freshwater Area, 1 Rubber tire Backhoe for Jerseyside area. Truck with salt spreader.
A3	Dunville:	1 - Rubber Tire Backhoe, 1 - Front Loader with wing for sidewalks.
A4	Argentia:	1 – Front loader with wing.

3. Bid Security

For each area, a tender security of \$5,000 must accompany the tender. This security shall be in the form of either a Certified Cheque, Bid Bond, a Money Order or Bank Draft from a recognized financial institution registered to do business in the Province made payable to the Town of Placentia. No other form of tender security including cash will be accepted, the tender security will be forfeited to, and become the property of, the Owner if the bidder, fails to provide the required Workplace, Health, Safety & Compensation Commission documentation, insurance certificate, and commence work under the contract, within the times provided in the Contract Documents, Owner's right respecting the bid security shall be in addition to, and not in substitution for, or limitation of, any other rights that the Owner may have for a default of the bidder. The tender security of the bidders ranking second and third behind the preferred bidder will be returned to them upon expiration of the tender validity period. Bid security of bidders ranking higher than third will be returned after the tender opening.

D. MANDATORY TECHNICAL REQUIREMENTS

1. Proof of ownership or availability of equipment that is listed as to be used in each zone.

E. PRE-CONDITIONS OF AWARD

The will be required before award and October 1 of each year extended.

2. Proof of insurance. The Contractor shall provide and maintain liability insurance in respect of (i) owned licensed vehicles and (ii) leased vehicles to be used for the purpose of this contract, subject to limits set out in the Certificate of Insurance inclusive
3. Proof of The Commercial General Liability Insurance and shall have a minimum value of \$2 Million limit of liability.
4. Proof of registration and in good standing with the Workplace, Health, Safety & Compensation Commission.
5. Contact list with email and phone numbers of supervisor for snow clearing operations.
6. \$5000 bid security is required

F. RATED CRITERIA

The following sets out the categories, weightings and descriptions of the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process. Separate Price Table is to be submitted for each zone.

Rated Criteria Category	Weighting (Points)	Minimum Threshold
i. Experience and Qualifications	20	10
ii. References	10	7
iii. Equipment listing	15	10
Pricing (See Appendix C for details) Lump Sum Per Zone	50	N/A
Pricing (See Appendix C for details) Hourly Rate Per Zone	5	N/A
Total Points	100	N/A

Non-Price Criteria

i. Experience and Qualifications

Each proponent should provide the following in its proposal:

- (a) A brief description of the proponent.
- (b) a description of its knowledge, skills, and experience relevant to the Deliverables; and
- (c) the roles and responsibilities of the proponent, employees and sub-contractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise.

ii. References

Each proponent is requested to provide three (3) references from clients who have obtained goods or services similar to those requested in this RFP from the proponent in the last **5** years.

iii. Equipment Listing

Each proponent is requested to submit list of equipment to be assigned and be available for each zone it intends to complete work on in this RFP. Equipment identified will be minimums that will be used for this contract. Any changes will have to be approved by the Town. Equipment list and intended use will be evaluated. Equipment for sidewalk clearing should be identified if bidding on Zone A1 and A3. Equipment for snow clearing and de-icing of Fort Louis Road extension should be identified on equipment list if bidding on Zone A2 Jersey/Freshwater.