

SNOW CLEARING SERVICES

PROJECT:

1. To supply snow clearing services to College of the North Atlantic, at Prince Philip Campus, for the 2012 - 2013 winter season. (November 2012 to April 2013)
2. Having examined the specifications, terms and conditions, contract and the site of operations, I/We hereby submit a tender for Snow Clearing Services at the Prince Philip Drive Campus for the 2012-2013 winter season (November 2012 to April 2013). The work will be carried out in accordance with the contract documents.
3. I/we will keep continuously available and in good condition for the use of College snow clearing requirement, the equipment required to remove ice and snow within the time limits set out in the contract. I have included a list of equipment that I have at my disposal under Minimum Equipment Requirements.

PAYMENT:

1. College will divide the Lump Sum in 6 equal payments payable to the Contractor. Payments will be made at the end of November, December, January, February, March and April; provided proper ice and snow removal has taken place satisfactory to the building manager in the month/s preceding the payment date/s.
2. The cost to correct unsatisfactory work will be deducted from the next monthly payment following the corrective action.

SNOW CLEARING SPECIFICATIONS:

1. GENERAL

This section of the specification outlines the technical requirements for the Lump Sum Snow Clearing Contract that is identified in the Instructions to Bidders. The work in general shall consist of keeping parking entrances, on-site roadways, parking areas, building entrances and exits, pedestrian walkways, steps, alleyways between the building wings, loading bays, etc free from snow, ice and drifting to permit unimpeded flow of traffic (vehicle and pedestrian) to and from these areas. Compacted snow and ice shall be regularly removed from all gutter and catch basins to allow unimpeded drainage.

2. SCOPE OF WORK

The work shall include the supplying of all labour, materials, equipment and services necessary for the execution and completion to the Building Manager's satisfaction, for the price tendered, all the work described herein.

3. SNOW CLEARING

- a. The contractor shall clear all snow from all parking lots, parking lot entrances, on-site roadways, access roadways, turning areas, building entrances and exits, fire exit doors, wheelchair entrances, pedestrian walkways, steps, alleyways between the building wings, garage doors, sidewalks, fire lanes, fire hydrants, oil tank storage, propane tank storage, welding tank storage etc.
- b. Snow will be cleared without reducing the driving surface of roadways, walking surfaces used by pedestrians, or the number of parking spaces used by students, staff, and visitors.
- c. Snow clearing must commence whenever there is an accumulation of 50mm (2") or more of snow or when wind conditions cause drifting to such a degree that it will impede the smooth flow of traffic. The contractor must visit the site when conditions are doubtful to make sure there will be no impediment to the flow of traffic. Fire lanes must be kept open at all times.
- d. The contractor must remove snow to the extremities of all areas being cleared in order to utilize all the on-site storage space to its maximum.
- e. Snow shall be cleared in such a manner to avoid leaving a build-up of any snow or ice. Any such build-up of snow or ice left on cleared areas is to be removed at no cost to College.
- f. When overnight snowfalls or drifting occurs to such a degree to warrant snow clearing, then all areas are to be cleared not later than 07:00 hours.

4. ICE CONTROL FOR THE PREVENTION OF SLIPPERY CONDITIONS

The contractor shall take every reasonable precaution to ensure that slippery conditions on site are avoided at all times. To help achieve this, the contractor **shall spread salt and only salt** in the amounts required at the time of application, to prevent and/or eliminate slippery conditions.

5. SNOW REMOVAL

- a. When snow accumulates at the on-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 the Building Manager will request snow to be trucked away to an approved dumping site. The contractor shall be responsible to identify the dumping sites and obtain all necessary approvals for use of the sites.
- b. The contractor shall make allowances in his lump sum tender price for any and all trucking of snow that may be necessary.

6. EQUIPMENT REQUIREMENTS

- a. All equipment used in this contract must be rubber-tired. Written authorization from the Building Manager must be obtained prior to using track machines.
- b. Equipment used under this contract must be kept in a good state of repair and be capable of doing the work required.
- c. Equipment that becomes inoperative during snow clearing must be replaced immediately to carry out the work required.
- d. All equipment must be equipped with Rollover Protective Structure as per regulations of the Health and Safety Division of the Department of Labour or the contractor must be in possession of a valid exemption certificate for the equipment.
- e. The Building Manager reserves the right to request the contractor to provide, at any time during the contract at no cost to College, a certificate from a competent service centre of heavy equipment verifying the state of repair and the operating 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.
- f. All equipment shall be equipped with cutting edges for ice control.
- g. The contractor shall provide the Building Manager with a list of equipment that the contractor has at his disposal and the contractor hereby gives the assurance that any and/or all of the listed equipment will be used on campus as weather conditions require.
- h. Equipment is to remain on site at the Prince Philip Campus and will be immediately available to College at any time during the life of this contract.

7. PROTECTION AND MAKING GOOD

- a. The contractor shall, upon award of the contract and prior to commencement of any snow clearing operation during the contract, erect markers to identify the location of concrete curbs, lawns, fire hydrants, fencing, etc. All markers are to be painted with easily identifiable fluorescent paint. All markers and locations are to be approved by the Building Manager.
- b. The contractor shall use extra care to ensure that the owner's property including such things as curbs, lawns, fencing, signs, overhead doors, etc., are not damaged while work is being carried out under this contract.
- c. 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 Building Manager. Any damaged hydrants are to be repaired or replaced immediately at no cost to the owner.
- d. Any other damage to property is to be made good at a time satisfactory to the Building Manager at no cost to the owner.

8. MINIMUM EQUIPMENT REQUIREMENTS

- a. FRONT END LOADER 950 CAT WITH 4 CUBIC YARD BUCKET OR EQUIVALENT - QTY 2
- b. BACKHOE 310SJ WITH 1.2 CUBIC YARD BUCKET OR EQUIVALENT - QTY 1
- c. SKIDSTEER 328 or Equivalent - QTY 1
- d. HEAVY DUTY SNOW BLOWER - QTY 2

Please provide a complete list of equipment with bid submission.

TIME:

All terms and conditions outlined in the documents listed will be in effect and remain active for the duration of the 2012 - 2013 winter season (November 2012 to April 2013).

AGREEMENT:

It is agreed that the contractor will provide snow clearing equipment in accordance with the specifications attached. The equipment is to remain on site at the Prince Philip Campus and will be immediately available to College at any time during the life of this contract. This policy will be strictly enforced.

SAFETY:

1. The contractor shall at all times exercise maximum safety precautions and will assume responsibility for the protection of its employees and College property.
2. The contractor shall indemnify and save harmless College from and against all claims, losses, cost, damages, suits, proceedings or actions arising out of or related to the contractor's activities in executing the work, including his omissions, improper acts or delays in executing the work.
3. The contractor will exercise competent supervision of the work at all times through a superintendent having authority to receive on behalf of the contractor any order of communications relating to the work. Any superintendent or workman not acceptable to College by reason of incompetence or improper conduct will be removed from the work and replaced forthwith.
4. The contractor shall provide suitable documentation certifying that he is registered and in good standing with the Workers' Compensation Commission.
5. The contractor will also be required to provide similar Workers' Compensation certification prior to receiving payment on substantial and total performance of the work.

INSURANCE:

The contractor shall:

1. Show proof of general liability insurance on all equipment and vehicles where minimum is \$2,000,000.00 (Two million dollars).
2. College of the North Atlantic MUST also be named insured on the liability policy.
3. Show proof of inspection certificate for equipment from a certified heavy equipment dealer, as required.
4. Comply with all ordinances and regulations
5. Obtain necessary permits.

INTERPRETATION:

For the purpose of this contract, the following works and expressions shall have the meaning hereinafter assigned to them except where the context otherwise dictates.

1. College means College of the North Atlantic, Prince Philip Drive Campus, acting through its proper officers.
2. Contractor means the person or persons, firm, or company, whose proposal for the execution of the scope of work has been accepted by College and includes the contractor's personal representatives, successors and permitted assigns.
3. Roads means the paved routes and the parking areas between Prince Philip Drive and Gooseberry Lane which are boarded by curbs and building entrances.
4. Work means the clearing and removal of snow, slush and ice resulting from precipitation at freezing temperatures.
5. Winter Season means the first snow and or ice of 2012 requiring removal and the last snow and ice of 2013 requiring removal.
6. Lump Sum means the total tendered price submitted to carry out snow and ice removal as specified in this contract.
7. Traffic means motor vehicles and pedestrians.
8. Any question regarding wording, omission, etc. shall be presented to the Manager or his accredited representative to be explained. If this is not done, it shall be understood that the contractor is thoroughly familiar with the terms of these specifications, either written or implied.

HOURS OF WORK:

Hours of work of snow clearing crews will be when the roads are not in use by persons having business in this College. The roads are in use from approximately 7:00 a.m. to 11:00 p.m., Monday to Sunday each week except for statutory holidays or College holidays. The dates of which are available on request.

RECORD OF CONTRACTORS:

A record book will be kept at the main building and the Contractor shall inform his employees to sign this book for time-in and time-out.

SUBLETTING:

The Contractor shall have no right or power to assign this contract, in whole or in part, without the formal written approval of College.

CONTRACT TERMINATION:

In cases of faulty work or performance on the part of the contractor, after a written warning, College will by notice, in writing, terminate this contract with 24 hours notice.

BONDING:

1. Every tenderer shall submit with the tender a Bid Bond, issued to College of the North Atlantic, in the amount of ten percent (10%) of the tendered amount, issued by an approved Surety Company licensed to do business in the Province of Newfoundland and Labrador. An approved certified cheque may be substituted in lieu of the Bid Bond.
2. Failure to submit Bidding Security in accordance with this requirement will result in rejection of bid submitted.
3. The terms of the Bidding Security will be invoked and the amount retained by the owner if the bidder fails to enter into an agreement when notified of the award of the work with the tender validity period; or fails to provide the Performance Bond in the amount specified and with the period specified.
4. The successful tenderer shall be required to submit a Performance Bond in the amount of 10 % of the contract value, the premium for which shall be paid for by the contractor; or a deposit with College in the amount of 10% of the contract value will be accepted. The Performance Bond must be received before any work is undertaken. Monies to be invested in a term deposit with principal and interest returned to the contractor at the end of the contract; provided all terms and conditions of this contract have been met. If the terms and conditions of this contract have not been met, then any or all of the deposit may be used by College to satisfy the terms and conditions of this contract.
5. Any vendors who have defaulted on their bond in the past due to terms and conditions not being fulfilled are disqualified from bidding.

CONTRACT TERM:

1. The duration of the Contract is for the winter season of 2012- 2013 with the option to extend for one additional winter season (2013-2014) provided terms and conditions remain the same and by mutual consent of College and the Contractor.
2. Amendment(s) to the contract is possible only by the consent of the parties involved.

IMPORTANT:

Once the contractor has been notified that he is the successful tenderer, all necessary documentation pertaining to this contract as outlined within **must be delivered to College of the North Atlantic within fourteen (14) working days.** This will be strictly enforced and adhered to. Failure to do so may disqualify the tender.

Contractor: _____
Noted by

ACCEPTANCE OF TENDERS:

1. Tenders shall be open to acceptance for a period of thirty (30) days following the tender closing date.
2. The lowest or any tender will not necessarily be accepted.
3. The successful bidder must be willing to enter into contract with College. Failure to enter into contract could result in disqualification on future projects.
4. The successful bidder shall **within fourteen (14) days of** notification of bid acceptance, furnish a performance bond in the form of either a certified cheque, a money order or a bank draft from a recognized financial institution registered to do business in the Province of Newfoundland and payable to College of the North Atlantic.

TERMS AND CONDITIONS FOR PURCHASING COLLEGE OF THE NORTH ATLANTIC

General

1. Inquiries before tendering should be directed in writing to the official whose name is shown in the appropriate box on the tender form and firms should quote the tender number on any correspondence. In the case where a tender envelope has been sent to the bidder, do not use the tender envelope for inquiries because tender envelopes are not opened before tender closing time. All requests for tender award prices should be in writing and sent to the purchasing department.
2. Tenders by fax will be accepted, however the College will not be held responsible for errors or omissions in fax transmissions. Tenders may be sent by facsimile, using the official tender forms, to 709-643-7971. Tender documents submitted by facsimile must be received "in full" at the College of the North Atlantic, Purchasing Department, by the specified closing time. Documents in transmission after the closing time will be considered late tenders. All responses must be received before the exact closing time and date indicated. Responses received after that time will not be considered.
3. In the case where tender envelopes are used, tenders must be submitted on the official tender form in sealed envelopes, showing the closing time and tender number and delivered before the closing time to:

SUBMIT TO:

**Purchasing Department
35 Carolina Avenue
Stephenville, Newfoundland
Canada, A2N 3P8
Telephone: 709-643- 7853
Facsimile: 709-643-7971**

4. Please ensure that your firm's name, address, tender number and the closing date appears on the outside of the tender envelope.
5. The firm's name must appear on the tender and the forms provided must be completed in their entirety. Failure to submit a tender on the provided forms and/or failure to comply with all the terms and conditions will result in disqualification of the bid.
6. Any tender may be accepted or rejected in whole or in part. The lowest or any tender will not necessarily be accepted.
7. Prices include customs and brokerage fees, packing, shipping, cartage, loading and off-loading charges, unless otherwise specified in the tender.
8. It is understood that the tender offer will remain open for acceptance by the College for a period of not less than 30 days from the closing date of tender, unless otherwise indicated herein.
9. Firms must satisfy themselves that the item on which they are tendering is available for delivery on the date they specify on the tender, as such a quotation is legal and binding.

10. Unless otherwise stated herein, all prices quoted shall be regarded as net, unless a cash discount is specified, taxes extra.
11. In case of error in the extension of prices, the unit price will govern.
12. If required, the bidder will enter into a formal contract containing such items and conditions (not inconsistent with the terms and conditions of this tender) as may be required. Unless and until such a formal contract is entered into, this tender and any acceptance of tender shall together be the complete and only contract.
13. If applicable, items must be C.S.A. approved. The College may also take into account any approvals or recommendations provided by neutral, independent third parties as to energy efficiency or environmentally friendly products.
14. Bidders shall provide brochures, descriptive literature or specifications for such items as furniture, equipment, etc. Failure to provide such literature or specifications sufficient to show that tender specifications have been met shall result in the disqualification of the bid. Equipment, furniture, etc. must be new unless otherwise specified in the tender.
15. Acquisition made as a result of this tender will be governed by the laws of the Province of Newfoundland and Labrador.
16. Bidders must ensure that you have read and understand all requirements articulated on this document -the invitation to tender and any other documentation provided. Failure to meet all requirements will result in the disqualification of your bid.
17. Any bidder wishing to clarify any aspect of a tender or express concern over specifications or basis of evaluation must make a written submission. Only written submissions will be answered and such answers will be in writing and will be provided to any bidder who receives tender documents. **Submissions must be received 48 hours prior to the tender closing date.**
18. College of the North Atlantic reserves the right to modify the terms of a tender document at any time prior to closing, at its sole discretion. When these changes occur within five business days of the closing date, the closing date may be extended to allow for a suitable bid preparation.
19. Amendments: College of the North Atlantic will not consider or issue amendments, corrections or extensions of a tender 24 hours before the noted tender closing time. Any amendment issued forms a part of the tender document and must be acknowledged by bidders with tender submission or the bid will be rejected.

20. Or equivalent: Bidders must provide detailed specifications on all furniture, equipment, etc, offered in order to determine equivalency in those circumstances where bidders are not supplying the specific unit described. College of the North Atlantic shall be the sole judge as to the suitability of the equipment and/or services to be purchased. Whenever reference to a specific brand name is made in a tender/proposal, it is illustrative and to be construed as a specification which describes a component that has been tested or evaluated by College of the North Atlantic as best meeting the specific operational, design, performance, maintenance, quality or reliability standards and requirements of College of the North Atlantic, thereby incorporating the requirements by reference within the specification. An equivalent (or equal) may be offered by bidders, subject to testing and evaluation at the option of College of the North Atlantic prior to award of bid. College of the North Atlantic reserves the sole right to reject a substituted component that will not fulfill requirements. It shall be the sole responsibility of bidders to provide at the bidder's expense any product information, test data and other information or documents College of the North Atlantic may require to fully evaluate or demonstrate the acceptability of the offered substitute. Where appropriate, independent testing or evaluation, including destructive testing at qualified test facilities at bidder's expense, may be required as a condition of acceptance.

21. Where dimensions are shown, suppliers are advised that they are for descriptive purposes only. Variations will be accepted provided the product is suitable for the intended use.

22. Payment Terms: 30 Days net

23. Quantities: College of the North Atlantic reserves the right to make purchases of additional quantities providing prices, terms and conditions remain the same as provided in the original tender documents.

24. College of the North Atlantic reserves the right to reject bids received from bidders who cannot show a reasonable acquaintance with and do not possess proper qualifications for the preparation and proper performance of the class of work involved. Evidence of such competence must be furnished by the bidder if requested to do so prior to the acceptance of the bid and execution of the contract documents.

25. Unless otherwise specified in the tender document, evaluation will be made on the mandatory requirements only and no weight or value will be given to added values.

26. Bidders may only submit one (1) bid per line item. Multiple bids per line item may be rejected. Bidders with multiple options on items may submit multiple tender documents. (For each alternate bid, a complete separate tender document must be submitted)

27. Bidders who are currently in a legal dispute with the College about the provision of wares or services substantially similar to those being sought under this tender are disqualified from bidding.

28. Bidders please note: The College is a public body and is subject to the Provisions of the Access to Information and Protection of Privacy Act S.N.L. 2002, c. a-1.1 (ATIPPA). Any information supplied to and held by the college may be subject to requests from the public made under ATIPPA for access to this information. You will be notified of any such request and will be given the opportunity to make representations on the request. The College will not be responsible for any legal costs incurred by you in making such representations and will not make any such representations on your behalf.

29. Holdbacks: College of the North Atlantic reserves the right to withhold payment of 10% of the overall tender value until all conditions of the tender are met to the satisfaction of the College. These holdback funds will also serve as security for the remedy of any breach of the tender.

30. Liquidated damages applicable to heavy equipment only: Heavy Equipment shall be delivered to the location specified in the tender within 120 days of issuance of the purchase order by the College. Should the successful bidder fail to deliver the heavy equipment as required within this 120-day timeframe, the successful bidder will pay to the College, as liquidated damages and not as a penalty, an amount equal to the total per-day rental cost of equivalent heavy equipment to that specified in the tender, calculated from the 121st day after issuance of the purchase order by the College until the date of actual delivery.

Revised February 2012