



**Request for Proposal**

**for**

**Snow Clearing and Ice Control Services**

**2024-2025**

**Issued: September 4, 2024**

**SUBMISSION DEADLINE:**

**September 18, 2024, 2:00 pm**

**BID OPENING:**

**September 18, 2024, 2:15 pm**

**(Council Chambers, 744 Logy Bay Road, Logy Bay A1K 3B5)**



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## PART 1 - INVITATION AND SUBMISSION INSTRUCTIONS

### 1.1 Invitation to Bidders

This Request for Proposal is an invitation by the **Town of Logy Bay-Middle Cove-Outer Cove** (herein after referred to as “the owner or Town”) to prospective bidders to submit bids for **Snow Clearing and Ice Control Services 2024-2025**, as further described in the Request for Proposal Particulars & Appendix D (the “Deliverables”).

The successful contractor would be responsible for providing snow clearing and ice control services to the Town of Logy Bay-Middle Cove-Outer Cove from November 1, 2024 to April 30, 2025. The Town of Logy Bay-Middle Cove-Outer Cove is located on the Northeast Avalon Peninsula bordering the adjacent municipalities of Torbay and St. John’s. The Town has approximately 36 km of roads that serve a population of 2,300 residents. See Appendix C for Street Map.

### 1.2 Request for Proposal Contact

For the purposes of this procurement process, the “Request for Proposal Contact” will be:

Susan Arns  
Town Manager/Clerk  
[susanarns@lbmccoc.ca](mailto:susanarns@lbmccoc.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 noted in (Appendix D).

The term of the Agreement is to be for a period of November 1, 2024 to April 30, 2025, with an option in favour of the Town to extend the Agreement on the same terms and conditions for an additional term of up to two (2) additional years.

### 1.4 Submission for Bids

Bids must be received **in a sealed envelope** marked “Snow Clearing and Ice Control Services 2024-2025” on or before the submission deadline of 2:00 pm, September 16, 2024, local time. (See further detailed instructions 1.4.3)

## **Request for Proposal for Snow Clearing and Ice Control Services 2024-2025 Town of Logy Bay-Middle Cove-Outer Cove**

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### **1.4.1 Bids to be Submitted at Prescribed Location:**

Town of Logy Bay-Middle Cove-Outer Cove  
744 Logy Bay Road  
Logy Bay, NL  
A1K 3B5

### **1.4.2 Bids to be Submitted on Time**

Bids must be submitted at the location set out above on or before the Submission Deadline. Bids submitted after the Submission Deadline will be rejected. Onus and responsibility rest solely with the bidder to deliver its bid to the exact location indicated in the Request for Proposal on or before the Submission Deadline. The owner does not accept any responsibility for submissions delivered to any other location by the bidder or its delivery agents. Bidders are advised to make submissions well before the deadline. Bidders making submissions near the deadline do so at their own risk.

### **1.4.3 Bids to be Submitted in Prescribed Format**

- Bidders must submit two (2) hard copies of their proposal and on the submission/bid forms contained in Appendix E and F enclosed.
- All documents/information required under Appendix E shall be placed in a sealed envelope marked "Appendix E Rated Criteria Category" and separated from Appendix F.
- Appendix F shall be sealed in an envelope marked "Appendix F Lump Sum Price".
- Both envelopes containing Appendix E and F shall be placed in a sealed envelope marked "Snow Clearing and Ice Control Services 2024-2025."
- Bids should be prominently marked with the Request for Proposal title with the full legal name and return address of the bidder.
- *No electronic submissions are permitted.*

### **1.4.4 Amendment of Bids**

Bidders may amend their bids after they have been submitted if, and only if, the amendment is delivered prior to the Submission Deadline marked with this Request for Proposal title and the full legal name and return address of the bidder to the location set out above.

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Any amendment should clearly indicate which part of the bid 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 bidders, the owner shall provide, by way of amendment to this Request for Proposal in the form of an addendum, any relevant information with respect to the Request for Proposal inquiries received in writing without revealing the source of those inquiries. Bidders are cautioned that it is their responsibility to ensure that they receive all information relevant to this Request for Proposal. The Owner shall not be responsible for bidders who fail to inform themselves regarding the scope and nature of the work. The Owner shall publish all amendments on the Town's website [www.lbmccoc.ca](http://www.lbmccoc.ca) under "Current Bid Opportunities". Bidders should check on a regular basis for Request for Proposal updates. Bidders are solely responsible for ensuring they are aware of and have complied with all amendments by Request for Proposal closing time.

### **1.4.5 Withdrawal of Bids**

Bidders may withdraw their bids prior to the Submission Deadline. To withdraw a bid, a notice of withdrawal in writing must be sent to the Request for Proposal Contact prior to the Submission Deadline and must be signed by an authorized representative of the bidder. The owner is under no obligation to return withdrawn bids.

### **1.4.6 Bids Irrevocable after Submission Deadline**

Bids shall be irrevocable for a period of thirty (30) 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 bids in the following stages:

#### **2.1.1 Stage 1 - Rated Criteria Category**

Stage 1 will consist of a review to determine which bids comply with all of the mandatory submission requirements on Appendix E and F. Bids 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. Appendix E submissions will be rated in accordance with the evaluation criteria outlined in Section D of Appendix D by a Committee.

##### **2.1.1.1 No Amendment to Forms**

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

#### **2.1.2 Stage 2 - Pricing**

Stage 2 will consist of a scoring of the submitted pricing of each compliant bid in accordance with the evaluation criteria as outlined in Section D of Appendix D. The evaluation of price will be undertaken after the evaluation of Appendix E submissions has been completed.

### **2.2 Selection of Lowest Compliant Bidder**

Subject to the owner's reserved rights, the compliant bidder with the highest rating will be selected to enter into the Agreement in accordance with the following section. In the event of a tie the selected bidder will be determined by way of a coin toss.

**2.3 Notice to Bidder and Execution of Agreement**

Notice of selection by the owner to the preferred supplier shall be in writing. The preferred supplier shall execute the Agreement to this Request for Proposal and satisfy any other applicable conditions of this Request for Proposal, and to the satisfaction of the Town 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.

**2.4 Failure to Enter into Agreement**

If a selected bidder fails to execute the Agreement within fifteen (15) days of notice of selection, and to the satisfaction of the Town, the owner may, without incurring any liability, proceed with the selection of another bidder and pursue all remedies available to the owner.

**[End of Part 2]**



## **PART 3 - TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL PROCESS**

### **3.1 General Information and Instructions**

#### **3.1.1 Request for Proposal Incorporated into Bid**

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

#### **3.1.2 Bidders to Follow Instructions**

Bidders should structure their bids in accordance with the instructions in this Request for Proposal. Where information is requested in this Request for Proposal, any response made in a bid should reference the applicable section numbers of this Request for Proposal.

#### **3.1.3 Bids in English and Canadian Dollars**

All bids are to be in English only and prices are to be in Canadian dollars.

#### **3.1.4 No Incorporation by Reference**

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

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**3.1.5 References and Past Performance**

In the evaluation process, the owner shall include information provided by the bidder's references and shall also consider the bidder's past performance or conduct on previous contracts with the owner, other institutions and/or municipalities.

**3.1.6 Information in Request for Proposal Only an Estimate**

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

**3.1.7 Bidders to Bear Their Own Costs**

The bidder will bear all costs associated with or incurred in the preparation and presentation of its bid.

**3.1.8 Bid to be Retained by the Owner**

The owner will not return the bid or any accompanying documentation submitted by a bidder.

**3.2 Communication after Issuance of Request for Proposal**

**3.2.1 Bidders to Review Request for Proposal**

Bidders shall promptly examine all of the documents comprising this Request for Proposal, and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information in writing by email to the Request for Proposal Contact up to five (5) days on or before the Deadline for Questions. All questions or comments submitted by bidders by email to the Request for Proposal Contact shall be deemed to be received once the email

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has entered into the Request for Proposal Contact's email inbox. No such communications are to be directed to anyone other than the Request for Proposal Contact, and the owner shall not be responsible for any information provided by or obtained from any source other than the Request for Proposal Contact. The owner is under no obligation to provide additional information. It is the responsibility of the bidder to seek clarification from the Request for Proposal Contact on any matter it considers to be unclear. The owner shall not be responsible for any misunderstanding on the part of the bidder concerning this Request for Proposal or its process.

### **3.2.2 All New Information to Bidders by Way of Addenda**

This Request for Proposal 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 Request for Proposal, such information will be communicated to all bidders by addenda. Each addendum forms an integral part of this Request for Proposal and may contain important information, including significant changes to this Request for Proposal. Bidders are responsible for obtaining all addenda issued by the owner. In the Bid Sheet (Appendix F), bidders 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 bids, the owner may request further information from the bidder or third parties in order to verify, clarify or supplement the information provided in the bidder's bid. The response received by the owner shall, if accepted by the owner, form an integral part of the bidder's bid.

### **3.3 Notification and Debriefing**

#### **3.3.1 Notification to Other Bidders**

In accordance with the *Public Procurement Act*, once the Agreement is awarded by the owner, the outcome of the Request for Proposal will be publicly posted at [www.lbmccoc.ca](http://www.lbmccoc.ca).

#### **3.3.2 Debriefing**

Unsuccessful bidders may request a debriefing within ten (10) business days after the award has been posted. The request must be sent in writing to the Request for Proposal Contact. The intent of the debriefing information session is to aid the bidder in presenting a better bid 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 bidder wishes to register a complaint with respect to the Request for Proposal 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 bidder's concerns with the procurement process or its outcome, in addition to such other information as may be required by the Regulations.

### **3.4 Conflict of Interest and Prohibited Conduct**

#### **3.4.1 Supplier Complaint Process**

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

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For the purposes of this Request for Proposal, the term “Conflict of Interest” includes, but is not limited to, any situation or circumstance where in relation to the Request for Proposal process, the bidder 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 Town in the preparation of its bid that is not available to other bidders, (ii) communicating with any person with a view to influencing preferred treatment in the Request for Proposal process (including but not limited to the lobbying of decision makers involved in the Request for Proposal process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive Request for Proposal process or render that process non-competitive or unfair.

Bidders are required to disclose to the Request for Proposal Contact any potential or perceived conflict of interest issues prior to Request for Proposal closing date and time.

### **3.4.2 Disqualification for Prohibited Conduct**

The owner may disqualify a bidder, rescind a notification of selection or terminate a contract subsequently entered into if the owner determines that the bidder has engaged in any conduct prohibited by this Request for Proposal.

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

### **3.4.3 No Lobbying**

Bidders must not, in relation to this Request for Proposal 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 successful bidder(s).

### **3.4.4 Illegal or Unethical Conduct**

Bidders must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Bidders must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents,

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elected or appointed officials or other representatives of the owner; deceitfulness; submitting bids 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 Request for Proposal.

**3.4.5 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 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.

In addition, the owner may suspend the bidding privileges of a supplier in regard to non-compliant or substandard performance in accordance with Section 26 of the *Public Procurement Regulations*.

**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 Request for Proposal either before or after the issuance of this Request for Proposal.

- (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 Request for Proposal and the performance of the Agreement;
- (c) must not be disclosed without prior written authorization from the owner; and
- (d) must be returned by the bidder to the owner immediately upon the request of the owner.

### **3.5.2 Confidential Information of Bidder**

This procurement process is subject to the *Access to Information and Protection of Privacy Act, 2015*. A bidder should identify any information in its bid or any accompanying documentation supplied in confidence for which confidentiality is 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. Bidders are advised that their bids will, as necessary, be disclosed, on a confidential basis, to advisers retained by the owner to advise or assist with the Request for Proposal process, including the evaluation of bids. If a bidder has any questions about the collection and use of personal information pursuant to this Request for Proposal, questions are to be submitted to the Request for Proposal Contact.

## **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 bidders as well as bid price and value of contract;
- (b) make changes, including substantial changes, to this Request for Proposal provided that those changes are issued by way of addendum in the manner set out in this Request for Proposal;
- (c) request written clarification or the submission of supplementary written information in relation to the clarification request from any bidder and incorporate a bidder's response to that request for clarification into the bidder's bid. This shall not be an opportunity for bid repair;
- (d) assess a bidder's bid on the basis of the submission provided and as outlined in Appendix D.
- (e) waive formalities and accept bids that substantially comply with the requirements of this Request for Proposal;
- (f) verify with any bidder or with a third party any information set out in a bid;
- (g) check references other than those provided by any bidder;

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- (h) disqualify a bidder, rescind a notice of selection or terminate a contract subsequently entered into if the bidder has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;
- (i) cancel this Request for Proposal process at any stage;
- (j) cancel this Request for Proposal process at any stage and issue a new Request for Proposal for the same or similar deliverables;
- (k) accept any bid in whole or in part; or
- (l) reject any or all bids;

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 bid, each bidder 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 Request for Proposal process including but not limited to costs of preparation of the bid, loss of profits, loss of opportunity or for any other claim; and
- (b) the bidder waives any right to or claim for any compensation of any kind whatsoever, including claims for costs of preparation of the bid, loss of profit or loss of opportunity by reason of the owner's decision not to accept the bid submitted by the bidder, to enter into an agreement with any other bidder or to cancel this bidding process, and the bidder shall be deemed to have agreed to waive such right or claim.

**3.7 Governing Law and Interpretation**

These Terms and Conditions of the Request for Proposal 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);



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- (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.

**3.8 Resulting Agreement**

Any resulting agreement will be comprised of ALL components of Appendices A, B, C, D, Components of E & F. See Appendix G.

**[End of Part 3]**

## **APPENDIX A**

### **Roads, Parking Lots and Lookouts**

#### **(Areas to be Serviced)**

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<b>Road Name</b>	<b>~ Road Distance in Meters</b>
Ashkay Drive	744
Barnes Road	996
Biddiscombe's Road	93
Big Meadow Drive	732
Cadigan's Road	1025
Cemetery Lane	108
Clover Dale Close	292
Cloyne Drive	1537
Cobbler Crescent	452
Devereaux Lane	420
Doran's Lane (including left-hand fork)	1132
Doran's Place	68
Ferns Place	105
Glenwood Place	79
Hickey's Road	199
Ivy's Way	430
Jenny's Way	374
Kavanagh's Lane	168
Killick Drive	521
Kinsella's Lane	173
Klondyke Road	79
Laurel Willow Close	314

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Logy Bay Road	2410
Lower Road	1970
Tramore Place	160
Mary's Place	70
McDonald's Road	78
Middle Cove Road	1938
Middle Ledge Drive	1510
Milford Haven Close	341
Murphy's Lane	194
Nageira Crescent	464
Nugent's Lane	196
O'Brien Place	352
O'Neill's Road	543
O'Rourke's Lane	599
Old Pine Line	647
Outer Cove Road	2034
Pine Line	2218
Pine River Road (Middle Cove Road side)	84
Pine River Road (Pine Line side)	759
Power's Farm Road	292
Power's Lane	167
Red Cliff Road	1101
Red Rocks Drive	311

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Roche's Road	397
Roman's Drung	295
Room's Place	246
Sandalwood Drive	1020
Savage Creek Road	130
Silverhead Way	721
Skip's Place	207
Snow's Lane	538
St. Francis Road	1008
Stack's Lane	262
Stick Pond Road	428
Tantam Place	160
The Old Bog Road	169
Ventry Road	725
Walsh's Road	149
Waverley Place	322

Town Hall Parking Lot - both front and rear (744 Logy Bay Road)

Town Depot Parking Lot (725 Logy Bay Road)

Justina Centre Parking Lot (108 Outer Cove Road)

Middle Cove Beach Parking Lot

Middle Cove Beach Lookout (pull-in area)

Outer Cove Beach Lookout (pull-in area)

***Please note that road distances are approximate based on a desktop analysis. Bidders may obtain their own road distances by the preferred method of their choice.***

## **APPENDIX B**

### **Roads Not Requiring Service**

**(Private Roads or Under Provincial Jurisdiction)**

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**Appendix B (Roads Not Requiring Service)**

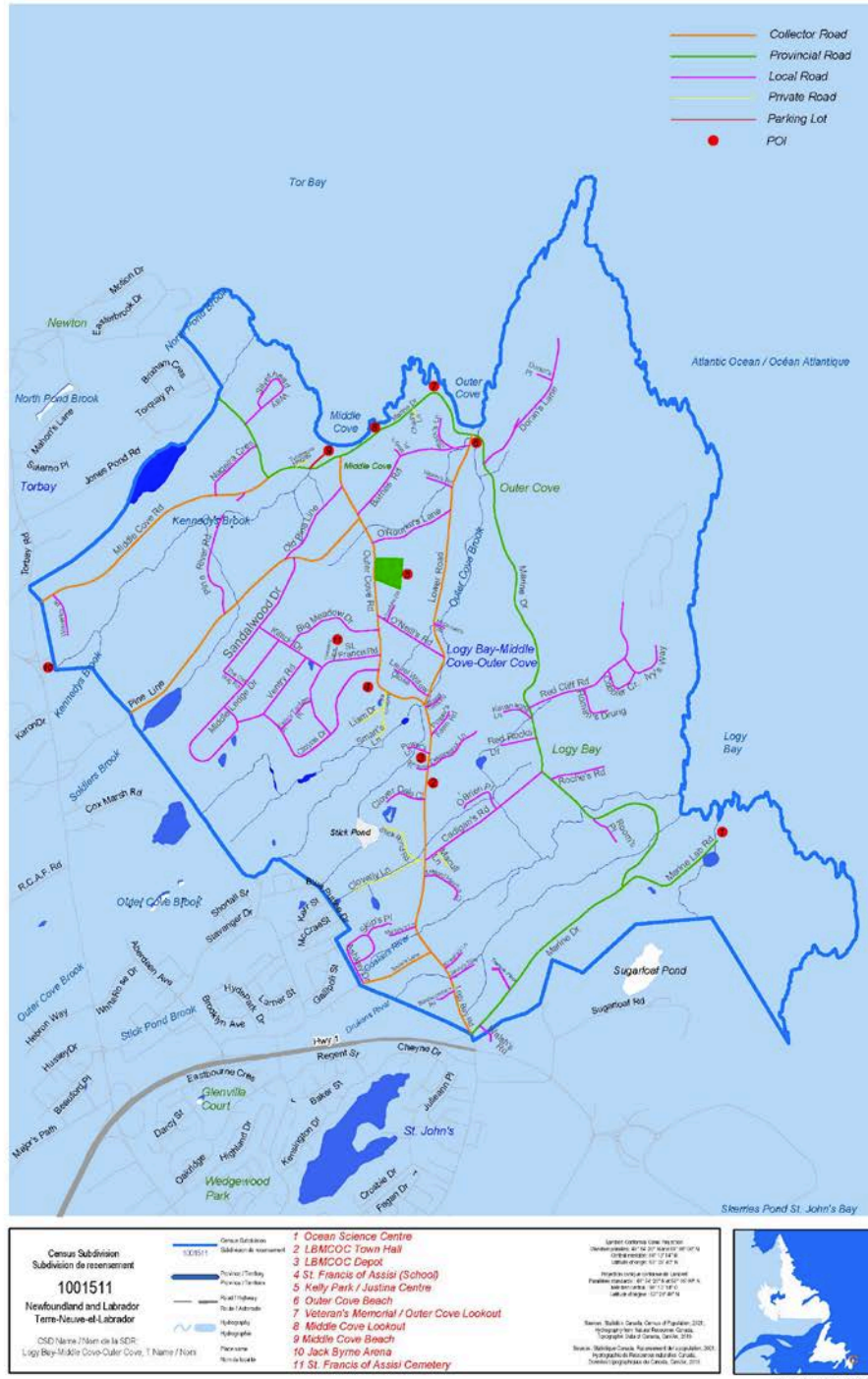
1. Marine Drive
2. Marine Lab Road
3. Chad's Lane
4. Tucamore Heights
5. MaCull Lane
6. Clovelly Lane
7. Smart's Lane
8. Section of Nugent's Lane beyond the turning area
9. Liam Drive

## **APPENDIX C**

### **Street Map**



# Request for Proposal for Snow Clearing and Ice Control Services 2024-2025 Town of Logy Bay-Middle Cove-Outer Cove



## **APPENDIX D**

### **The Deliverables, Method of Invoicing and Evaluation Criteria**

**A. THE DELIVERABLES, METHOD OF INVOICING AND EVALUATION CRITERIA**

**A.1 Service Requirements**

The Town requires snow removal and ice control services that will provide and maintain Town roads, parking lots and lookouts listed in Appendix A. The roads, parking lots and lookouts shall be maintained throughout the contract period in a condition satisfactory to the Town. The successful proponent shall adhere to the highest performance standards of winter maintenance and care to ensure continual operations in all functions related to safe access and travel.

The Town shall provide outside parking areas(s) for vehicles utilized in the Contract.

The Town shall purchase and pay for salt and sand (mixture) and these materials shall be collected as required by the Contractor at the Department of Transportation and Infrastructure, White Hills Depot, for the sole purpose of servicing the Town.

The successful contract may, with approval from the Town, store up to 60 tonnes of the salt/sand mixture at the Town Depot yard/laydown area for emergency purposes, if they wish to do so.

**A.2 Standards**

The successful proponent must:

1. Ensure that winter maintenance (snow removal and ice control) activities are performed in accordance with the Performance Standards as specified in Section A.3 herein.
2. Ensure that all staff engaged in winter maintenance activities are properly trained in snow and ice control operations, have all required safety training and are knowledgeable of the prescribed Performance Standards.
3. *Be prepared to and capable of carrying out all snow and ice control activities at any time (24 hours a day, 7 days a week) during the contract period.*
4. Supply all the necessary equipment, labour, tools, facilities and other materials or equipment required to undertake snow and ice control activities during the contract period and optional terms of this contract.

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5. Determine and supply the equipment, labour, tools and facilities needed to meet the requirements of the contract including but not limited to the review of roads and parking lots to assess physical conditions, challenges and turnaround areas.
6. Check Environment Canada weather website and or other professional weather websites in order to monitor weather conditions (24 hours a day) during the contract period. The forecast must be checked a minimum of 3 times daily (morning, afternoon, evening); more often if necessary.
7. When conditions dictate the need for winter maintenance activities, the proponent shall initiate, organize, direct and supervise the necessary resources to achieve the prescribed Performance Standards during the contract period.
8. Investigate and respond to complaints and inquiries from the Town concerning winter snow and ice control operations.
9. Maintain 24-hour supervisory coverage for the Town roads and parking lots. The Supervisor must be able to receive calls and respond to emails from the Town staff or designate.
10. Provide one (1) email address and one (1) telephone number that can be used by the Town to contact the on-duty Supervisor *at all times*.
11. Respond to, investigate and resolve any inquiries or complaints from a Property Owner regarding damage to private property as a result of providing service.
12. Repair all damage caused to the listed properties and private property as a result the proponent's service activities. Repairs are to be completed by June 1<sup>st</sup> of each year (failing which the Town may make such repairs at proponent's expense). Any urgent or safety related damage/repair requiring immediate attention must be completed with 24 hours.
13. Comply with all requirements of the Newfoundland and Labrador Occupational Health and Safety Act and Regulations, Newfoundland and Labrador Environment Act and all related regulations. Obtain all permits, if

## Request for Proposal for Snow Clearing and Ice Control Services 2024-2025 Town of Logy Bay-Middle Cove-Outer Cove

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applicable, comply with all codes, bylaws and all standards pertaining to the work and jobsite.

14. The Town is not liable for damages and will not respond to any claims for damages to private property as a result of the proponent carrying out snow removal and ice control activities. When necessary, the Town will provide the proponent's contact information which may include proponent's insurance information, to the private property owner and advise them to pursue any claims for damages directly with the proponent.
15. The proponent must be COR (Certificate of Recognition) Certified to enter the salt and sand area of the Transportation and Infrastructure Depot at White Hills.
16. Submit all required documentation as per the Site-Specific Safety Plan (SSSP) to enter the Transportation and Infrastructure Depot at White Hills.

### **A.3 Performance Standards Minimum Requirements**

1. The proponent shall ensure all roads, parking lots and lookouts listed in Appendix A are free and clear of snow and ice continually throughout the day and night (as applicable) for all snowfall or weather events and on an as required basis.

Snow clearing operations shall commence once snow has begun to accumulate on the driving surface and will continue thereafter as conditions require in the opinion of the snow clearing contractor.

Snow Clearing operations within the Town will be completed on a priority basis and will generally proceed in the following order of priority:

- a) School bus routes and hills.
- b) Collector roads and main arteries throughout the Town.
- c) Local roads, non-thoroughfares, side roads, and cul-de-sacs.
- d) Parking lots and Lookouts.

During a period of excessive snowfall, priority will be given to keeping collector roads and main arteries throughout the Town open and passable, as well as assisting emergency vehicles, as required.

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2. Ice control operations shall commence prior to or when driving surfaces become slippery as a result of temperature and weather conditions, and shall continue thereafter as conditions require in the opinion of the snow clearing contractor.

Ice control operations in the Town will be completed on a priority basis and will generally proceed in the following order of priority:

- a) School bus routes and hills.
- b) Collector Roads and main arteries throughout the Town.
- c) Local roads, non-thoroughfares, side roads, and cul-de-sacs.
- d) Parking Lots and Lookouts.

During a period of severe freezing rain or ice accumulation, priority will be given to keeping collector roads and main arteries throughout the Town open and passable, as well as assisting emergency vehicles, as required.

3. The proponent shall maintain a 24 hour/7 days per week “weather watch” during the term of the contract. It is the responsibility of the proponent to ensure that snow removal and ice control operations start before a weather event and continue throughout a weather event until such time as the road surfaces are snow cleared and salt/sand applied following cessation of the snowfall or weather event. In the event there is a conflict between the proponent and the Town in determining the end of a weather event, the Town will make the final determination.
4. The proponent shall ensure all snow removal and ice control operations are completed for all roads, parking lots and lookouts within a 6-hour period following cessation of snowfall or weather event realizing that extreme weather conditions and heavy snowfalls may require a longer cleanup period.
5. The order that snow plowing and/or ice control measures are to be executed are as follows:
  - 5.1 Main Roads: Logy Bay Road, Outer Cove Road, Lower Road, Pine Line, Middle Cove Road, Cadigan’s Road and Snow’s Lane.
  - 5.2 Steep Incline Roads: Red Cliff Road, Ivy’s Way, Roman’s Drung, Savage Creek Road, Barnes Road, Stack’s Lane, Doran’s Lane, St. Francis Road, Cobbler Crescent, Pine River Road (Pine Line side).
  - 5.3 All other side roads listed in Appendix A.
  - 5.4 Parking lots listed in Appendix A.
  - 5.5 Lookouts listed in Appendix A.

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- 5.6 Note: When the Justina Centre is rented and public access is required and time sensitive, the Town will provide a schedule and the parking lot may need to be serviced ahead of the order noted above.
6. After a significant snowfall, widening of the roads shall take place within 24 hours.
7. The proponent shall monitor and respond to freeze/thaw hazards as conditions warrant. The proponent must be cognizant that icy conditions may develop through a number of means due to frost depth, wet surfaces, falling temperatures, flash freezing, higher road elevations and blowing snow. Special attention shall be paid when daytime temperatures melt existing snow and nighttime temperatures cause ice to form. Staff and public safety shall be of the utmost importance.
8. The proponent shall exercise due diligence and take all necessary actions to ensure that all roads, parking lots and lookouts covered under this contract are kept safe and operable to vehicles at all times, especially weekdays between 5:30am and 6:30pm, during school bussing times and prior to the morning and evening rush hours.
9. When weather conditions are suitable for the use of pre-salting/sanding, the Proponent shall be responsible to pre-salt/sand areas with steep inclines and at intersections prior to any forecasted snow/weather event. Not all-weather events are suitable for the use of pre-salt/sand (example: weather events starting as rain).
10. The proponent shall clear parking lots and push snow as directed by the Town.
11. Immediately following a snowfall event the proponent shall provide equipment of sufficient size to relocate pushed/plowed snow to storage areas on the property to maximize the use of parking spaces. The Town must be consulted and in agreement with on-site snow storage locations. The Proponent must make every effort to relocate snow within the parameters of the property to maintain the efficient use of the property.

**A.4 Snow Hauling/Additional Work**

1. Snow can be plowed as long as it does not hamper safe use of roads and, in particular, sight distances at intersections. Snow piles causing sight distance issues are to be removed from the site immediately, at no additional cost to the contract.

**A.5 Equipment & Personnel**

1. Equipment used for providing service to the Town shall be maintained in excellent working condition, be fully insured and comply with current licensing and Provincial Regulations. All equipment is to be equipped with blue or amber flashing or revolving lights and backup alarms which are to be utilized and visible at all times when operational.
2. Operators of mobile equipment must be fully qualified, licenced and responsible for the equipment they are operating, and trained in the operation of said equipment. All vehicles shall be operated in a safe manner, respecting legal speed limits and to be respectful and aware at all times of pedestrian and vehicle traffic.
3. The proponent shall inspect equipment to ensure proper working order. In the event of mechanical breakdown, severe weather, personnel shortage, or other conditions, the proponent shall provide the same level of service as contracted for at their own expense. The proponent shall have at their disposal at all times sufficient snow removal equipment and personnel to maintain all roads, parking lots and lookouts in a timely manner.
4. Personnel engaged in operating equipment are to wear such personal protective equipment (PPE) as called for by the proponent's safety plan. In any event, all personnel engaged in snow clearing/salting are to wear reflective, high visibility safety vests when outside a vehicle. There is a zero tolerance for any use of alcohol and/or drugs while operating vehicles for servicing this contract.
5. The proponent is to complete any and all paperwork deemed mandatory by the Highway Traffic Act (i.e., pre-trip inspections, etc.).
6. The Town reserves the right to install AVL equipment in any vehicle servicing the Town (at the Town's cost), if desired.



**A.6 Commencement Meeting**

1. A work plan must be confirmed upon receipt of award of contract; the successful proponent will provide contact names and contact phone numbers to arrange a pre-job meeting and provide all the necessary safety documentation prior to the commencement of any work.

**A.7 Responsibility for Damage**

1. The proponent shall report any damages incurred by their operations to the Town Manager/Clerk immediately via email ([susanarns@lmcoc.ca](mailto:susanarns@lmcoc.ca)).
2. The proponent shall be fully responsible for repair or replacement costs for damages incurred to sod, shrubbery, trees, fences, curbs, sidewalks, right-of-way infrastructure, guiderails, signage and structures during snow removal/ice control operations carried out by him/her both municipally owned and provincially owned. All damage must be repaired as soon as landscaping and/or other materials are available in the spring of the respective year. Holdback will not be released until all damage has been repaired and verified by the Town.
3. Any damage or accidents involving vehicles on provincial property, municipal property or to real private property must be reported immediately to the Town Manager/Clerk via email ([susanarns@lmcoc.ca](mailto:susanarns@lmcoc.ca)).
4. Failure of the proponent to repair/replace damage satisfactorily or on time will result in the Town undertaking the repair/replacement and costs being charged back to the proponent.

**A.8 Type of Equipment**

1. The proponent shall have the capabilities to meet the specified service requirements without fail, in all weather conditions, 24/7. Historically, for serving the Town, this has included, but is not limited to: a tandem plow with sander, a single axle plow with sander and a loader (plus back-up equipment).

**A.9 Recalls**

1. The successful proponent shall be aware of any product or equipment recalls and replace with a suitable substitution upon the approval of the Town.

**B. MATERIAL DISCLOSURES**

**B.1 Insurance Requirements/Indemnification**

1. The successful proponent shall maintain such insurance and pay such assessments as will protect the successful proponent and the Province from claims under the Workers Compensation Act and from any other claims for damages for bodily injury, sickness or disease, including death at any time therefrom, death and from claims for property damage which may arise from operations under this Agreement. The minimum limits of such insurance shall be not less than \$1,000,000 with respect to each occurrence or accident, on an occurrence (not claims made) basis.
2. The liability insurance to be maintained by the successful proponent shall include Commercial General Liability Insurance with Limits not less than \$1,000,000 per occurrence and with extensions of coverage to include:
  - The Town of Logy Bay-Middle Cove-Outer Cove as additionally insured
  - Cross Liability Clause
  - Contractual Liability
  - Employers Liability
  - Non-owned Automobile Liability
  - Premises and Completed Operations
  - Contractors Protective Liability
  - Certification of Coverage being applicable to this Agreement
  - Broad Form Property Damage
  - Personal Injury
  - \$4,000,000 umbrella liability to follow form with underlying liability
3. Automobile Liability Insurance insuring all licenced vehicles owned, leased or operated by the successful proponent in an amount not less than \$1,000,000.
4. All insurance policies shall be endorsed to provide a minimum advance written notice of not less than 30 days, in the event of cancellation, termination or reduction in coverage or limits, such notice to be made by the Insurer to the Town.
5. The proponent shall not do or omit to do or suffer anything to be done or omitted to be done which will in any way impair or invalidate such policies or insurance.

## **B.2 Indemnification**

The proponent shall indemnify and hold harmless the Town from and against any and all suits or claims alleging damage or injury (including death) to any person or property, that may occur or that may be alleged to have occurred, in the course of the performance of the Work, if such alleged damage or injury (including death) was caused through a wilful or negligent act or omission of the Contractor, or the Contractor's Representatives, and at the Contractor's own expense, shall defend any and all such actions and pay all legal charges, costs and other expenses arising therefrom. Notwithstanding the foregoing, the Town may, at its own discretion, retain its own solicitors to defend its interests in any such suit or claim, and the legal costs of that defence shall be paid by the Contractor.

## **B.3 Working Conditions Employee Protection**

1. The Proponent shall not employ at the location any unfit person or anyone not skilled in the work assigned to them.
2. The proponent shall ensure that all staff operating vehicles on site have and maintain a current, valid Newfoundland and Labrador driver's licence and have a minimum of 4 years of operating experience. Newly licenced drivers and drivers with learner's licences will not be allowed to work on site. Classes of licences must be the correct type of licence for the vehicle being operated.
3. Ensure proponent's employees engaged in snow-clearing operations are dressed in appropriate high-visibility at all times.
4. The company agrees that upon request by the Town, the company shall remove from their assignment any employee who, in the opinion of the Town is guilty of improper or illegal conduct, impaired or is not qualified to perform the work assigned.
5. The Town has authority to stop the progress of the work in an emergency affecting or threatening the safety of life or the environment.
6. The proponent shall comply with laws, ordinances, rules and regulations relating to the work and to the preservation of the Occupational Health and Safety Act and the Environment Act and associated regulations under the law in the Province of Newfoundland and Labrador prior to the commencement of the Work and throughout the duration of the contract.

**C. CONTRACT DELIVERABLES**

**C.1 Codes and Standards**

1. Meet or exceed requirements of:
  - a. contract documents
  - b. specified standards, codes and referenced documents

**C.2 Occupants and Public Use of the Properties**

1. The Town properties and associated buildings may remain in use throughout the duration of the contract outside the normal work hours.

**C.3 Neglect of Contractual Duties**

1. The Town reserves the right to charge back costs incurred for correcting winter maintenance areas where:
  - a. The situation resulted from inferior service by the proponent as deemed at the sole and absolute discretion of the Town.
  - b. The situation was brought to the Proponent's attention in writing and given 8 hours to correct the problem.
  - c. In the event that service standards are not met and/or a neglect of contractual duties without successful resolution, the Town will have the right to terminate the contract.

**C.4 Complaints and Requests**

1. All winter maintenance complaints and/or requests made to the proponent will be done in writing or email. At times by phone with a follow-up email. When possible, complaints will be corrected the same day.

**C.5 Method of Invoicing**

1. Each winter, payments shall be broken down as follows:

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Period	Request Date	% of Annual Price
Nov 1 to Nov 30	Nov 30	10
Dec 1 to Dec 31	Dec 31	20
Jan 1 to Jan 31	Jan 31	20
Feb 1 to Feb 28	Feb 28	20
Mar 1 to Mar 31	Mar 30	20
April 1 to April 30	April 30	10

A 10% holdback is to be reflected on each monthly invoice. The Town will release the 10% holdback at the request of the contractor once all damages have been repaired and verified by the Town.

- Invoices for work completed under this contract shall be made and forwarded to:

Susan Arns  
Town Manager/Clerk  
Town of Logy Bay-Middle Cove-Outer Cove  
744 Logy Bay Road  
Logy Bay, NL A1K 3B5  
[susanarns@lbmcoc.ca](mailto:susanarns@lbmcoc.ca)

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**D. RATED CRITERIA**

Submissions will be evaluated using the Evaluation Criteria set out in the table below. This table gives an overview of the categories and weighting for the rated criteria of the RFP. Scores will be recorded for each category and a subtotal score (Subtotal A) will be determined. Proponents who do not meet a minimum threshold score for Subtotal A will not proceed to the Pricing stage of the evaluation process.

<b>Rated Criteria Category</b>	<b>Weighting (Points)</b>	<b>Minimum Threshold</b>
E.1 Qualifications, Experience and References	30 points	
E.2 Human Resources and Training	20 points	
E.3 Performance	30 points	
E.4 Equipment	20 points	
<b>Subtotal A</b>	<b>100 points</b>	<b>70 points</b>
Lump Sum Pricing	50 points	
<b>Maximum Total Points</b>	<b>150 points</b>	

Proposal Content for the Evaluation of Rated Criteria

**D.1 Qualifications and Experience - Total Points = **[\*\*30 points\*\*]****

Each proponent should provide the following in its Proposal:

- (a) A brief description of the proponent and a description of the services the proponent has provided for snow and ice control for similar types of contracts;
- (b) A description of how the proponent will provide the Deliverables, which should include a work plan and incorporate an organizational chart indicating how the proponent intends to structure its working relationship with the Town; and
- (c) Three (3) letters of reference from clients who have obtained services similar in size and scope to those requested in this Proposal from the proponent in the last **five (5)** years. Evaluators will score on proponent’s performance on references and interviews with prior clients.

**D.2 Human Resources and Training - Total Points = **[\*\*20points\*\*]****

Each proponent should provide the following in its Proposal:

- (a) A description of how the proponent handles/addresses requests for immediate action from a client. In particular, the proponent should provide a description of how they will communicate with the Town contact and describe the process that will be used to deploy staff and equipment; and
- (b) Details of staff training that will be administered to all staff who will be assigned to work on this winter maintenance contract. Include details on safety and procedures training, number of employees attending training sessions, course titles and descriptions of course content, certifications obtained from training where applicable, and frequency of training or a course schedule. Details of ability to meet COR Certification or being COR Certified.

**D.3 Performance - Total Points = **[\*\*30points\*\*]****

Each proponent should provide the following in its Proposal:

- (a) A description of the monitoring and evaluation process/program that will be used to verify that services are in compliance with the contract and specifications listed in this RFP document. Include details on reporting progress of winter maintenance services to the Town and the weather monitoring program that will be used to predict deployment of resources for the winter maintenance;
- (b) A copy of the proponent's plan showing their commitment to environmental protection (e.g., environmental policy, health safety and the environment statement, chemical and/or hazardous material management plan and vehicular hydraulic/oil spill containment Plan and Alcohol and Drug Use Policy).

**D.4 Equipment - Total Points = **[\*\*20points\*\*]****

Each proponent should provide the following in its Proposal:

- (a) A list of equipment (quantity, year, make/model number, description, etc.) that will be dedicated to this winter maintenance contract; and include a list of backup equipment available.

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- (b) An explanation of the specific measures and/or plans the proponent has taken to guarantee the availability of equipment and personnel for the term of the contract.



## **APPENDIX E**

### **Proponent Response Document**

The Proponent Response Document should be submitted as part of your Proposal. The spaces provided may require additional attachments. If so, include labelled copies of all additional documents with your bid package.

The Proponent Response Document is comprised of the following sections:

- Vendor Data
- 1. Qualifications and Experience
- 2. Human Resources and Training
- 3. Performance
- 4. Equipment

**TWO (2) HARD COPIES OF THIS DOCUMENT ARE REQUIRED WITH YOUR SUBMISSION. SEE SECTION 1.4 OF THE RFP DOCUMENT FOR COMPLETE SUBMISSION INSTRUCTIONS.**

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**Vendor Data**

Company Name: The Company Name must be the same name as that reflected in your Business Registry Profile:

Example – “ABC” Corporation Limited”

Company Contact Name:

Example – “John Doe”

Phone:

Example – “902-456-1223 x 123”

Email:

Example – john.doe@abccorp.ca

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**E.1 Qualifications and Experience**

Each proponent should provide the following in its Proposal:

- (a) A brief description of the proponent and a description of the services the proponent has provided for snow and ice control for similar types of servicing contracts, especially noting any municipal road servicing.

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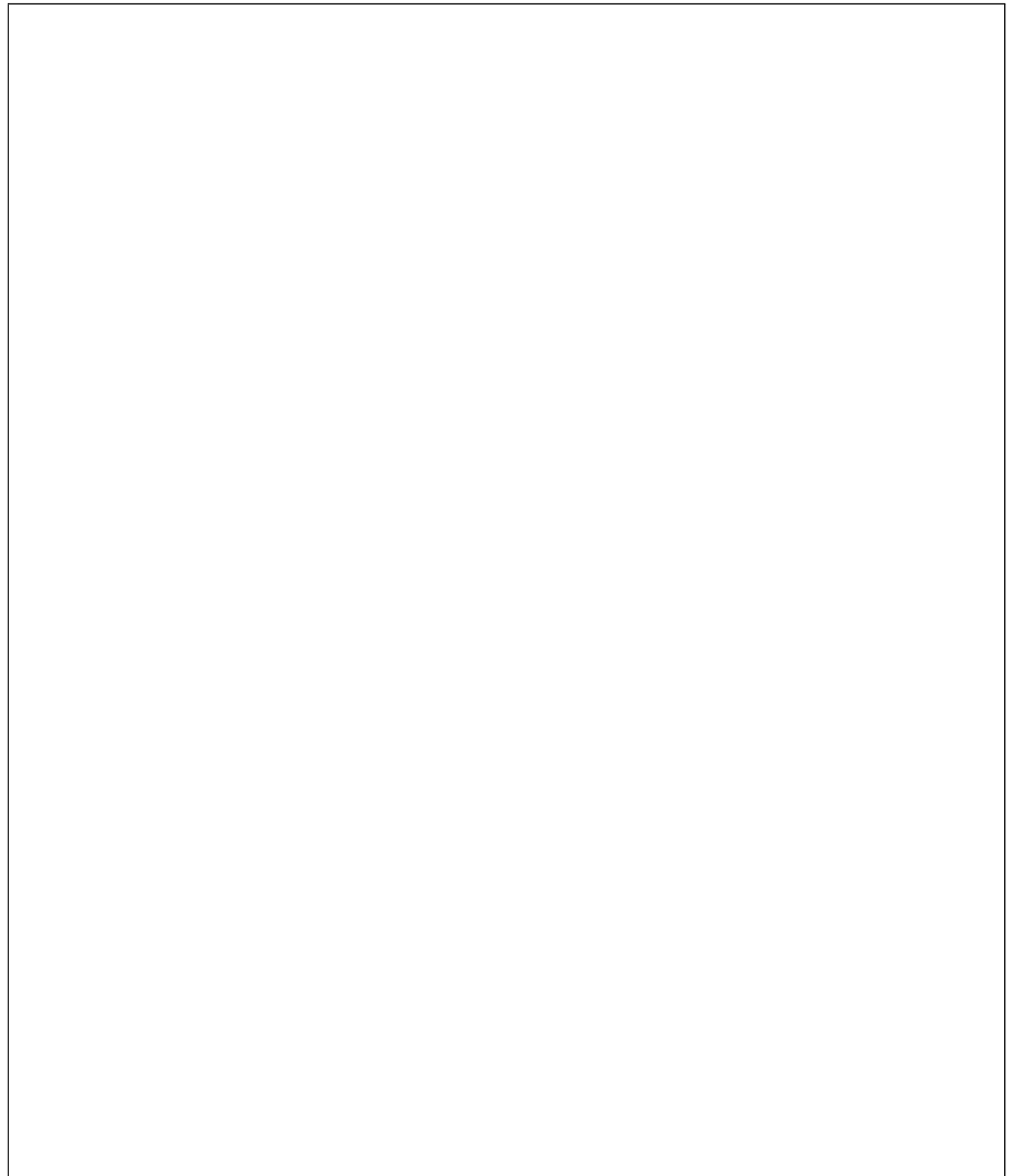
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- (b) A description of how the proponent will provide the Deliverables, which should include a work plan and incorporate an organizational chart indicating how the proponent intends to structure its working relationship with the Town; and **(Please provide written answer below)**

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- (c) Three (3) letters of references from clients including current name, email and phone numbers who have obtained services similar in size and scope to those requested in this RFP from the proponent in the last five (5) years.  
*(Please attach letters with Proposal)*



**E.2 Human Resources and Training**

Each proponent should provide the following in its Proposal:

- (a) A description of how the proponent handles/addresses requests for immediate action from a client. In particular, the proponent should provide a description of how they will communicate with the Town contact and describe the process that will be used to deploy staff and equipment; and **(Please provide written answer below)**

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- (b) Details of staff training that will be administered to all staff who will be assigned to work on this winter maintenance contract. Include details on safety and procedures training, number of employees attending training sessions, course titles and descriptions of course content, certifications obtained from training where applicable, and frequency of training or a course schedule. Include all training/requirement completed for COR Certification.  
*(Please provide written answer below)*

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**E.3 Performance**

Each proponent should provide the following in its Proposal:

- (a) A description of the monitoring and evaluation process/program that will be used to verify that services are in compliance with the contract and specifications listed in this RFP document. Include details on reporting progress of winter maintenance services to the Town and the weather monitoring program that will be used to predict deployment of resources for the winter maintenance; **(Please provide written answer below)**



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- (b) A copy of the proponent’s plan or workplace policy showing their commitment, health & safety, chemical and/or hazardous material management plan, vehicular hydraulic/spill containment plan and workplace alcohol and drug use policy. (Please provide written answer below)

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**E.4 Equipment**

Each proponent should provide the following in its Proposal:

- (a) A list of equipment (quantity, year, make/model number, description, etc.) that will be dedicated to this winter maintenance contract; and include a list of backup equipment. **(Please provide written answer below)**

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- (b) An explanation of the specific measures and/or plans the proponent has taken to guarantee the availability of equipment and personnel for the term of the contract. **(Please provide written answer below)**

## **APPENDIX F**

### **Bid Sheet**

The total lump sum price is for all services, equipment and operators required to fulfill the requirement of the deliverables outlined in Appendix D for November 1, 2024 to April 30, 2025.

**Note: Acknowledged Addenda #'s** \_\_\_\_\_

Total Lump Sum Price: \$ \_\_\_\_\_ (HST Extra)

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

\_\_\_\_\_  
Company Name & Seal

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Contact Name (please print)

\_\_\_\_\_  
Phone Number

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_



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The Town wishes the contractor to provide snow clearing and ice control service specified in Appendix A and Appendix D, and in consideration for remuneration set out in Appendix F, the Contractor has agreed to provide those services on the Terms and Conditions set out in this Agreement.

**1. Provision of Services**

The Contractor must provide the services in accordance with this Agreement and as detailed in Appendix A and Appendix D.

The Contractor must supply and pay for all labour, equipment, tools, facilities, approvals, insurance and licences necessary to perform the Contractor's obligations under this Agreement.

**2. Contract Term**

The Term of the Contract is from November 1, 2024 to April 30, 2025.

**3. Insurance**

The Contractor must comply with the insurance requirements as outlined in Appendix D.

**4. Equipment**

The Contractor shall utilize the following equipment in providing services and in accordance with Section A.5 of Appendix D.

_____	_____
_____	_____
_____	_____
Back-up Equipment	
_____	_____
_____	_____
_____	_____

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**5. Working Conditions Employee Protection**

The Contractor shall ensure that all equipment operators are trained as required under COR Certification and complies with Section B.3 of Appendix D.

**6. Indemnification**

The Contractor shall indemnify and hold harmless the Town from and against any and all suits or claims alleging damage or injury (including death) to any person or property, that may occur or that may be alleged to have occurred, in the course of the performance of the Work, if such alleged damage or injury (including death) was caused through a wilful or negligent act or omission of the Contractor, or the Contractor's Representatives, and at the Contractor's own expense, shall defend any and all such actions and pay all legal charges, costs and other expenses arising therefrom. Notwithstanding the foregoing, the Town may, at its own discretion, retain its own solicitors to defend its interests in any such suit or claim, and the legal costs of that defence shall be paid by the Contractor.

7. If the Contractor complies with this Agreement, then the Town must pay the Contractor according to the payment schedule outlined in Section C.5 of Appendix D for the agreed lump sum price as outlined in Appendix F.

8. The Town shall purchase salt and sand materials and these materials shall be collected as required by the Contractor at the Department of Transportation and Infrastructure, White Hills Depot, for the sole purpose of servicing the Town.

9. The Town shall provide outside areas within the Town for parking equipment.

10. The following shall be the prime contacts during the contract period.

**Contractor:**

**Town:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Email

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone/Cell

\_\_\_\_\_  
Phone/Cell

\_\_\_\_\_  
Alternate

\_\_\_\_\_  
Alternate

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- 11. The validity, interpretation and performance of this Agreement shall be governed by the laws in force in the Province of Newfoundland and Labrador.
- 12. This Agreement shall ensure to the benefit of and be binding up on the parties and their respective successor and assigns.
- 13. Appendices A, B, C, D, F, G (see attached)

**Signed and Sealed** by

Town Manager/Clerk of Town of Logy Bay-Middle Cove-Outer Cove

\_\_\_\_\_  
Town Manager/Clerk

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Signed and Sealed** by

The authority to bind the Contractor

\_\_\_\_\_  
Contractor  
(Legal authority to bind Contractor)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

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