



**CITY
OF CAMPBELLTON**

**VILLE
DE CAMPBELLTON**

CALL FOR TENDERS

APPEL D'OFFRES

**Sidewalk Snow-Clearing
Operations in the City of
Campbellton**

**Opérations de déneigement
des trottoirs dans la ville de
Campbellton**

**Tender No.
SNOW-2021-02**

**Appel d'offres n°
SNOW-2021-02**

September 13th, 2021

Le 13 septembre 2021

Bidder's Initials/Initiales du soumissionnaire: _____

SECTION 1 - CALL FOR TENDERS	SECTION 1 - APPEL D'OFFRES
<p align="center">Sidewalk Snow-Clearing Operations in the City of Campbellton</p>	<p align="center">Opérations de déneigement des trottoirs dans la ville de Campbellton</p>
<p align="center">Tender Call No. SNOW-2021-02</p>	<p align="center">Appel d'offres n° SNOW-2021-02</p>
<p>1.1 Description: The City of Campbellton is soliciting bids from qualified sidewalk snow-clearing contractors for the snow clearing of certain municipal sidewalks and hydrants in the City of Campbellton for the 2021-2022 winter season (with options to renew for 2022-2023 and 2023-2024 at the City's discretion). <u>ADDENDUM No. 1</u> <u>ADD:</u> The City of Campbellton is soliciting bids from qualified sidewalk snow-clearing contractors for the snow clearing of certain municipal sidewalks and fire hydrants in the City of Campbellton for the 2021-2022 winter season (with options to renew for 2022-2023 and 2023-2024 at the City's discretion).</p>	<p>1.1 Description : La Ville de Campbellton sollicite des offres d'entrepreneurs qualifiés en déneigement des trottoirs pour le déneigement de certains trottoirs municipaux et bornes-fontaines dans la ville de Campbellton pour la saison hivernale 2021-2022 (avec options de renouvellement pour 2022-2023 et 2023-2024 à la discrétion de la Ville). <u>ADDENDA n° 1</u> <u>AJOUTER :</u> La Ville de Campbellton sollicite des offres d'entrepreneurs qualifiés en déneigement des trottoirs pour le déneigement de certains trottoirs municipaux et bornes-fontaines dans la ville de Campbellton pour la saison hivernale 2021-2022 (avec options de renouvellement pour 2022-2023 et 2023-2024 à la discrétion de la Ville).</p>
<p>1.2 Publication date: September 7, 2021 (on City website and on NBON).</p>	<p>1.2 Date de publication : Le 7 septembre 2021 (sur le site web de la Ville et sur le RPANB).</p>
<p>1.3 Submission deadline: Wednesday, September 22, 2021 at 3:00 p.m. (NB local time). <u>ADDENDUM No. 1</u> <u>CHANGE TO:</u> Monday, September 27, 2021 at 3:00 p.m. (NB local time).</p>	<p>1.3 Date limite de dépôt : Le mercredi 22 septembre 2021 à 15h (heure locale du N.-B.). <u>ADDENDA n° 1</u> <u>CHANGER À:</u> Le lundi 27 septembre 2021 à 15h (heure locale du N.-B.).</p>
<p>1.4 Beginning of contract: October 29, 2021.</p>	<p>1.4 Début du contrat : Le 29 octobre 2021.</p>
<p>1.5 End of contract: April 17, 2022 The City of Campbellton reserves the exclusive and unilateral right to extend, at its discretion,</p>	<p>1.5 Fin du contrat : Le 17 avril 2022 La ville de Campbellton se réserve le droit exclusif et unilatéral de prolonger, à sa</p>

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<p>the <i>Sidewalk Snow-Clearing Operations in the City of Campbellton</i> Contract for additional periods of one year at a time, ending April 19, 2024 at the latest.</p>	<p>discrétion, le contrat d'<i>Opérations de déneigement des trottoirs dans la ville de Campbellton</i> de périodes supplémentaire d'un an à la fois, se terminant au plus tard le 19 avril 2024.</p>
<p>1.6 How to get tender documents: Tender documents will be <u>available starting at 3:00 p.m. on September 8th</u> on NBON, and at City Hall reception, 76 Water Street, Campbellton. Tender documents will be provided electronically on request. Call (506) 789-2700 to get your electronic copy.</p> <p>ADDENDUM No. 1</p> <p>CHANGE TO: Tender documents will be <u>available starting at 11:00 a.m. on September 13th</u> on NBON, and at City Hall reception, 76 Water Street, Campbellton. Tender documents will be provided electronically on request. Call (506) 789-2700 to get your electronic copy.</p>	<p>1.6 Comment se procurer les documents de soumission : Les documents de soumission seront <u>disponibles à partir de 15h le 8 septembre</u> sur le RPANB, et à la réception de l'hôtel de ville au 76, rue Water à Campbellton. Les documents de soumission seront fournis par courriel sur demande. Appelez le (506) 789-2700 pour demander votre copie électronique.</p> <p>ADDENDA n° 1</p> <p>CHANGER À: Les documents de soumission seront <u>disponibles à partir de 11 h le 13 septembre</u> sur le RPANB, et à la réception de l'hôtel de ville au 76, rue Water à Campbellton. Les documents de soumission seront fournis par courriel sur demande. Appelez le (506) 789-2700 pour demander votre copie électronique.</p>
<p>1.7 Required format for tender submission: The City of Campbellton will receive tenders in a sealed envelope <u>clearly marked</u> "Confidential - Tender for Sidewalk Snow-Clearing Operations in the City of Campbellton ", showing the name and return address of the tenderer. Or via email with the <u>subject line clearly indicating</u> "Confidential – Tender No. SNOW-2021-02". Tenders must be submitted on the Tender Form included in the Call for Tenders document to be valid. The whole tender document, initialled on each page, along with any and all addendums signed and initialled, must be submitted as part of the bid, for the bid to be valid.</p> <p>ADDENDUM No. 1</p> <p>CHANGE TO AND DELETE: The City of Campbellton will receive tenders in a sealed envelope <u>clearly marked</u> "Confidential - Tender for Sidewalk Snow-Clearing Operations in the City of Campbellton ",</p>	<p>1.7 Format requis pour la soumission : La Ville de Campbellton recevra les soumissions dans une enveloppe scellée <u>clairement marquée</u> «Confidenciel – Soumission pour les <i>Opérations de déneigement des trottoirs dans la ville de Campbellton</i>», indiquant le nom et l'adresse de retour du soumissionnaire. Ou par courriel avec la <u>ligne d'objet indiquant clairement</u> « Confidenciel – Appel d'offres n° SNOW-2021-02». Les offres doivent être soumises sur le formulaire de soumission inclus dans le document d'Appel d'offres pour être valables. L'ensemble du document d'appel d'offres, paraphé sur chaque page, ainsi que tous les addendas signés et paraphés, doivent être soumis avec la soumission pour que celle-ci soit valide.</p> <p>ADDENDA n° 1</p>

Bidder's Initials/Initiales du soumissionnaire: _____

<p>showing the name and return address of the tenderer. Or via email with the subject line clearly indicating “Confidential – Tender No. SNOW 2021 02”.</p> <p>Tenders must be submitted on the Tender Form included in the Call for Tenders document to be valid.</p> <p>The whole tender document, initialled on each page, along with any and all addendums signed and initialled, must be submitted as part of the bid, for the bid to be valid.</p>	<p><u>CHANGER À ET ENLEVER:</u></p> <p>La Ville de Campbellton recevra les soumissions dans une enveloppe scellée clairement marquée «Confidentiel – Soumission pour les Opérations de déneigement des trottoirs dans la ville de Campbellton», indiquant le nom et l’adresse de retour du soumissionnaire. Ou par courriel avec la ligne d’objet indiquant clairement «Confidentiel – Appel d’offres n° SNOW 2021 02».</p> <p>Les offres doivent être soumises sur le formulaire de soumission inclus dans le document d’Appel d’offres pour être valables.</p> <p>L’ensemble du document d’appel d’offres, paraphé sur chaque page, ainsi que tous les addendas signés et paraphés, doivent être soumis avec la soumission pour que celle-ci soit valide.</p>
<p>1.8 Bid security requirements:</p> <p>Each bid must be accompanied by a security deposit in the form of a bid bond or a certified cheque in the amount of \$5,000 payable to the City of Campbellton.</p>	<p>1.8 Exigences concernant le dépôt de garantie:</p> <p>Chaque soumission devra être accompagnée d’un dépôt de garantie sous forme de cautionnement de soumission ou de chèque certifié d’un montant de 5 000 \$ payable à la Ville de Campbellton.</p>
<p>1.9 Where to submit your tender:</p> <p>In person at City Hall, 76 Water Street, Campbellton, NB, Monday to Friday, 9:30 a.m. to 11:30 a.m. and 12:30 p.m. to 3:00 p.m.;</p> <p><u>ADDENDUM No.1</u></p> <p><u>DELETE:</u></p> <p>OR</p> <p>By email at :- admin.assistant@campbellton.org —</p> <p>Bids received by email must receive an acknowledgement email from Amy Lynn Parker to be valid. Call the number below if you don’t receive your acknowledgement email.</p> <p>Phone No.: (506) 789-2727.</p>	<p>1.9 Où soumettre votre offre :</p> <p>En personne, à la réception de l’hôtel de ville situé au 76, rue Water, Campbellton, N.-B., du lundi au vendredi, de 9h30 à 11h30 et 12h30 à 15h00;</p> <p><u>ADDENDA n° 1</u></p> <p><u>ENLEVER :</u></p> <p>OU</p> <p>Par courriel à :- admin.assistant@campbellton.org</p> <p>Les offres reçues par courriel doivent recevoir un courriel d’accusé de réception de Amy Lynn Parker afin d’être valides. Appelez le numéro ci-dessous si vous ne recevez pas votre accusé de réception.</p> <p>N° de tel. (506) 789-2727.</p>
<p>1.10 Tender Opening:</p> <p>Tenders will be opened publicly at City Hall (76</p>	<p>1.10 Ouverture des soumissions :</p> <p>Les soumissions seront ouvertes</p>

Bidder’s Initials/Initiales du soumissionnaire: _____

<p>Water Street, Campbellton), in the 3rd floor boardroom, on Wednesday, September 22, 2021 at 3:05 p.m. (NB local time).</p> <p><u>ADDENDUM No. 1</u></p> <p><u>CHANGE TO:</u></p> <p>Tenders will be opened publicly at City Hall (76 Water Street, Campbellton), in the 3rd floor boardroom, on Monday, September 27, 2021 at 3:05 p.m. (NB local time).</p>	<p>publiquement à l'hôtel de ville (76, rue Water, Campbellton), dans la salle de conférence du 3e étage, le mercredi 22 septembre 2021 à 15 h 05. (NB heure locale).</p> <p><u>ADDENDA n° 1</u></p> <p><u>CHANGER À :</u></p> <p>Les soumissions seront ouvertes publiquement à l'hôtel de ville (76, rue Water, Campbellton), dans la salle de conférence du 3e étage, le lundi 27 septembre 2021 à 15 h 05. (NB heure locale).</p>
<p>1.11 Information:</p> <p>Manon Cloutier, P. Eng/CAO (506) 789-2701 8:30 a.m. to 4:30 p.m., Monday to Friday.</p>	<p>1.11 Renseignements:</p> <p>Manon Cloutier, Ing./Directrice générale (506) 789-2701 8h30 à 16h30, du lundi au vendredi.</p>
<p>1.12 Disclaimer statement:</p> <p>The City of Campbellton does not commit to accept neither the lowest nor any of the bids received and assumes no obligation whatsoever to the bidder(s).</p>	<p>1.12 Déclaration de non-responsabilité :</p> <p>La Ville de Campbellton ne s'engage à accepter ni la plus basse ni aucune des soumissions reçues et n'assume aucune obligation de quelque nature que ce soit envers le ou les soumissionnaires.</p>

Bidder's Initials/Initiales du soumissionnaire: _____

**SECTION 2 – INSTRUCTIONS
TO BIDDERS**

**Sidewalk Snow-Clearing
Operations in the City of
Campbellton**

2.1 TENDERING PROCEDURE

The latest revision and amendments of the Regulations 2014-93 of the *Procurement Act* (O.C.2014-273), shall apply for tendering procedures.

2.2 DOCUMENTS IDENTIFICATION

Tender Documents are identified as Project number SNOW-2021-02 as prepared by the City of Campbellton (Owner).

2.3 TENDER DOCUMENTS

(a) Availability:

- i. Tender documents regarding this contract may be obtained at City Hall (76 Water Street, Campbellton) or electronically by calling 506-789-2700 or on NBO.
- ii. Tender Documents are made available only for purpose of obtaining offers for this project. Their use does not confer license or grant for other purposes.
- iii. Upon receipt of Tender Documents verify that documents are complete.
- iv. Immediately notify Owner upon finding discrepancies or omissions in Tender Documents.
- v. It is the responsibility of all Bidders who obtain documents, to ensure that they are properly listed / recorded as having received Tender documents. Please ensure when you obtain your tender documents from City Hall that your Company Name is properly registered in the Bidder's List.
- vi. Only those Tenders submitted by Company who have been listed on the Bidder's List, in accordance with paragraph.2.3(a)(v), will be considered.

(b) Queries/Addendums:

- i. Direct questions to Manon Cloutier at 506-789-2727 or e-mail at admin.assistant@campbellton.org.
- ii. Addendums may be issued during tendering period.
- iii. Addendums become part of Tender Documents.
- iv. Include costs in Tender Price.
- v. Verbal answers are only binding when confirmed by written addendum.
- vi. Bidders finding discrepancies or omissions from the specifications or other documents or having any doubt as to the meaning or intent or any part thereof shall notify the Owner at once which will send written addendum to each person or company registered as receiving tendering documents. No other interpretation or explanation shall be valid.

Bidder's Initials/Initiales du soumissionnaire: _____

- vii. Clarifications requested by bidders must be in writing not less than seven days before date set for receipt of Tenders. Reply will be in form of an addendum, copy of which will be sent to known bidders no later than three (3) working days before receipt of Tender.
- viii. The Tender shall be accompanied by all addendums issued to prospective bidders, each signed by the bidder.

2.4 TENDER SUBMISSION

- (a) Tender Ineligibility:
 - i. Tenders that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain erasures, alterations, or irregularities of any kind, shall be declared informal and rejected.
 - ii. Tender Forms and required enclosures which are improperly prepared shall be declared informal and rejected.
 - iii. Tenders that fail to include required security deposit, bonding, or insurance requirements shall be declared informal and rejected.
- (b) Submissions:
 - i. Bidders shall be solely responsible for delivery of their Tenders in manner and time prescribed.
 - ii. Submit one (1) copy of an executed offer on Tender Forms provided, signed by authorized official of the firm and with corporate seal together with required security in sealed opaque envelope, clearly identified with Bidder's name, project name and Owner's name on outside.
 - iii. Improperly completed information on Tender envelope shall be cause not to open Tender envelope and declare Tender informal.
 - iv. Bidders are invited to bid on one or more sidewalk snow-clearing routes as identified in Tender Price Sheet. Include resume for each route being quoted.
- (c) Indemnification:
 - i. All costs in the preparation and presentation of the replies to this Call for tenders shall be wholly absorbed by the bidder.
 - ii. The bidder is responsible for cost of all permits that may be required to complete this tender.
- (d) Onus:
 - i. The onus is on the bidder to prove specifications are met. By signing the bid, the bidder states that all conditions of the tender are met.

2.5 BID ENCLOSURES/ REQUIREMENTS

- (a) Security Deposit:
 - i. A Bid Bond or a Certified Check in the amount of \$5,000.00, payable to the City of Campbellton (Owner), must accompany the tender.
 - ii. Security deposit will be returned after delivery to Owner of required Performance and Labour and Materials Payment Bond or guaranty as noted in section 3.3 by accepted bidder.
 - iii. If no contract is awarded, security deposits will be returned.

Bidder's Initials/Initiales du soumissionnaire: _____

- (b) Agreement to Bond:
 - i. Submit with Tender Form and Bid security, Agreement to Bond, stating that surety providing Bid Bond is willing to supply Performance and Labour and Materials Payment Bond specified in sub-section .3.3.
 - ii. Submit a letter confirming that the surety company is licensed to do business in the Province of New Brunswick.
- (c) Tender Signing:
 - i. Tender Form shall be signed under seal by authorized representative of the Bidder.

2.6 TENDER OPENING:

- (a) Tender Opening:
 - i. Tenders will be opened publicly at City Hall (76 Water Street, Campbellton), in the 3rd floor boardroom, on Monday, September 27, 2021 at 3:05 p.m. (NB local time).

2.7 OFFER ACCEPTANCE/ REJECTION

- (a) Duration of Offer:
 - i. Tenders shall remain open to acceptance, and are irrevocable for period of sixty (60) days after Tender closing date.
 - ii. Withdrawal of Tender means claim by Owner on Bid Bond or forfeiture of Bid security, or both, as damages for costs.
 - iii. Formal notification of award or rejection shall be done either by registered mail, fax, email or hand delivered.
 - iv. Upon notification of Award, the successful Tenderer shall, within 14 days, execute a formal Contract with the Owner.
- (b) Acceptance of Offer:
 - i. Contract(s) will be awarded based on unit price per sidewalk snow-clearing route and will not necessarily be awarded to the lowest bidder or any bidder. The Owner reserves the right to accept or reject any or all offers, or to accept only certain items in the bid.
 - ii. In the case of an error in the extension of prices, the unit price shall prevail.
 - iii. All other requirements of this Call for Tenders must be used to determine the successful bidder.
 - iv. Tenders received after the specified closing time and date will not be accepted.
 - v. After acceptance by Owner, Owner will issue to successful Bidder written Tender acceptance.
 - vi. After Tender has been accepted, unsuccessful Bids will be returned to respective Bidders with submitted Bid securities and other requested enclosures.

END OF SECTION

Bidder's Initials/Initiales du soumissionnaire: _____

SECTION 3 – GENERAL CONDITIONS

Sidewalk Snow-Clearing Operations in the City of Campbellton

3.1 SCOPE OF WORK

- (a) The description of the work and material set out in the Call for tenders include not only the particular kind of work and material mentioned but also all labour, equipment and material necessary for the full execution, completion and delivery ready for use or the work and material.
- (b) The Contractor shall provide everything necessary for execution of the work except things in respect of which the contract expressly provides otherwise and except the site of the work if the work when completed is to remain permanently affixed thereon.
- (c) Enclosed (Appendix A) are maps of the sidewalk snow-clearing routes. The approximate lengths in km are as follows:

SNOW PLOW ROUTE No.	APPROXIMATE LENGTH (Km)	APPROXIMATE No. of HYDRANTS
2	8.2	32
3	7.2	67
4	7.2	74

- (d) Contractors bidding on sidewalk snow-clearing routes shall also be responsible for clearing hydrants within their snow-clearing route(s). Hydrants must be all snow-cleared and accessible no later than 48 hours after the end of a snow storm (residential); and no later than 24 hours after the end of a snow storm (commercial). See also article 3.6.28.
- (e) The Contractor must be ready to commence operations by October 29 and be continuously available until April 15 for each winter season of the Agreement.

3.2 SITE VISIT

Tenderers shall carefully examine the site and surroundings of the work and obtain all necessary information as to risks, contingencies and other circumstances which may affect or influence his tender. No claims for extra payment to the contract price resulting from failure to determine the conditions of the work to be performed will be allowed.

3.3 SECURITY DEPOSIT

The successful tenderer will be required to provide the City of Campbellton, within fourteen (14) days of receiving the Notice of award, a Performance Bond and a Labour and Material Payment Bond, each in the amount of \$12,500 per sidewalk snow-clearing route or a Certified Cheque or Letter of Guaranty in the amount of \$5,000 per sidewalk snow-clearing route.

3.4 INSURANCE

Insurance Requirements:

- (a) Commercial General Liability insurance in an amount of no less than two million dollars (\$2,000,000) per occurrence with an aggregate of five million dollars (\$5,000,000); Automobile Liability of no less than two million dollars (\$2,000,000); Non-Owned Automobile liability of not

Bidder's Initials/Initiales du soumissionnaire: _____

less than two million dollars (\$2,000,000); Environmental Liability of not less than \$2,000,000 per occurrence with an aggregate of five million dollars (\$5,000,000).

The CGL policy is to contain the following coverages and provisions:

- a. Bodily injury
- b. Death
- c. Property damage
- d. Blanket contractual coverage
- e. Products and completed operations
- f. Employer's liability and cross liability

(b) Upon award, the successful Bidder (contractor) shall provide a certificate of insurance (issued and signed by an authorized representative from an insurance company licensed to do business in New Brunswick) showing limits for each coverage required and having the City of Campbellton as Additional Insured to the policy with respect to the operations of the Bidder, with a 30 days' notice of cancellation. Bidder is responsible to continue the required coverage for the entire duration of tender.

(c) The bidder shall confirm via certificate of insurance or written material that he is permitted, as per his operations, to work on public sidewalks.

(d) The successful Bidder shall indemnify and hold harmless the Municipality, its officers, members of municipal council and employees from and against any liabilities, claims, expenses, demands, loss, cost, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out of the Sidewalk Snow-Clearing Operations for the City of Campbellton Contract attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service and caused by any acts or omissions of the successful Bidder (contractor), its officers, agents, servants, employees, customers, invitees or licensees, or occurring in or on the premises or any part thereof and, as a result of activities under this Agreement.

3.5 WORKERS COMPENSATION

The bidder must include with the tender submission a clearance certification from Workers' Compensation Board of New Brunswick stating that assessments have been paid and the bidder is in good standing. A Request for Clearance from the Workers' Compensation Board of New Brunswick stating the bidder has applied and has been accepted to register with Workers' Compensation Board will also be accepted. The required coverage must be obtained prior to awarding of the tender. Bidder is responsible to continue the required coverage for the entire duration of tender. The tender submission will not be rejected in the event that this document is not included with tender.

3.6 REQUIREMENTS

3.6.1 Each sidewalk snow-clearing route must be snow-cleared with **a Trackless equipped with blade & blower with maximum width of 5ft.**

3.6.2 It must be understood that the greatest urgency exists in regard to starting and continuance of the work. The contractor must fulfill the terms of this agreement. The owner, or representative, must be on call 24 hours per day, 7 days per week during the dates stated in the Scope of Work. The owner's name, phone number, operator's name and phone number to be reached after hours and each piece of equipment shall be equipped with a cellular phone at the commencement of the

Bidder's Initials/Initiales du soumissionnaire: _____

contract and the cellular phone number provided to the City for communication.

- 3.6.3 Whenever an operator commences a sidewalk snow-clearing route, the equipment cannot be used for any other work until the route or area is complete. Any deviations from the route must be authorized by the City's representative.
- 3.6.4 All **equipment/operators must be stationed less than 13 km of City Hall** and so as to be on the job site and snow-clearing **within 45 minutes** after being called out.
- 3.6.5 The equipment owner agrees to supply equipment in good working condition at the times requested by the City Operations Department. All government regulations, regarding the equipment, shall be the owner's responsibility to uphold. The equipment must be available for inspection and deemed acceptable by an authorized City representative 10 days prior to the commencement date as per article 1.4. The attachments do not have to be mounted at this time, but must be ready for inspection.
- 3.6.6 All operating expenses for the equipment shall be the owner's responsibility including but not limited to: maintenance, repairs, fuel, license, permits, insurance, etc.
- 3.6.7 The replacement of any equipment on a route must be authorized by the City's representative.
- 3.6.8 The equipment owner shall supply only competent equipment operators. Whenever the City, in their opinion, deems an operator incompetent or unsatisfactory, the owner shall be notified in writing. Such operator shall be discharged from the City work and not again employed on City work except by consent of the City.
- 3.6.9 It is the owner's (Contractor's) responsibility to ensure their time sheets have been signed before being forwarded for payment. A separate timesheet for each route must be submitted (fax; 759-7403), within 24hrs of completion of run or task.
- 3.6.10 The City will accept one (1) hourly rate only covering both regular and overtime hour. There shall be no separate overtime rates.
- 3.6.11 The Contractor will be responsible to submit an invoice with proper reference to time sheet numbers and hours worked every two weeks.
- 3.6.12 The City reserves the right to alter the sidewalk snow-clearing routes, in order to meet operational requirements. Some adjustments may be made, by the City, to suit the conditions with the equipment type. Once the sidewalk snow-clearing route is completed by the Contractor following a snowfall event and until another snowfall event occurs, the City may at its own discretion snow-clear the Contractor's sidewalk snow-clearing route(s) to remove slush, ice, snow drifts or other with no compensation to the Contractor. Salting of all sidewalks is the responsibility of the City.
- 3.6.13 The City reserves the right to assign work to another bidder, or contractor, or city's own forces, if awarded contractor(s) cannot accomplish workload without any compensation to awarded contractor.
- 3.6.14 Equipment to be equipped with proper snow tires in good condition to City's satisfaction.
- 3.6.15 Contractor to blow the snow as far back as he can to City's satisfaction. Note: City policy does not permit sidewalk snow blowback along private property. If sidewalk snow-clearing is not to City's satisfaction, the Contractor will be responsible to go back and widen. He will not be paid extra for this.

Bidder's Initials/Initiales du soumissionnaire: _____

- 3.6.16 Rental time shall be computed from time the equipment starts work on the job until it is stopped by notification to operator by a representative of the City, subject to paragraph 3.6.17.
- 3.6.17 Time for meal or other breaks and time when equipment is not in use due to mechanical failure will not be considered rental time. If during snow-clearing activities the equipment fails, it is the Contractor's responsibility to advise the City representative directing the operations and to replace failed equipment with another, similar equipment within 1 hour after breakdown in order to complete sidewalk snow-clearing run unless directed otherwise by City representative.
- 3.6.18 The City reserves the right to terminate the contract if, after two (2) written warnings, the contractor does not completely perform the duties of the contract to City's satisfaction.
- 3.6.19 Sidewalk clearing for all runs shall be conducted using blower unless directed otherwise by City. The City will indicate when blades can be used.
- 3.6.20 There shall be no fuel surcharge for duration of contract.
- 3.6.21 The Contractor is responsible to control operator number of hours worked in order to be fit and alert to operate equipment and shall meet all Worksafe NB requirements.
- 3.6.22 The Contractor shall be responsible for all damages to city and private property caused by his work and shall manage claims and repair at his own cost in an expedient manner.
- 3.6.23 All incidents/accidents/claims arising during the term of the Agreement must be reported to the City within 24 hours of their occurrence. A detailed description of incident/accident/claim shall be provided to the City. Incident/accident/claim form to be provided by the City to the Contractor
- 3.6.24 The Contractor shall not employ City Employees for any portion of this tender for the duration of the contract. This includes both union and non-union. During regular and off hours.
- 3.6.25 The documentation of all daily winter maintenance operations performed by successful Bidder(s) (Contractor(s)) is mandatory. All documentation shall be submitted to the City after each season, and upon request, in a format that is satisfactory to the City.
- 3.6.26 Sub-Contracting will not be permitted under the Agreement.
- 3.6.27 The City may have a representative on duty at all times during the snow-clearing operations. All routes may be monitored to assure quality work is performed.
- 3.6.28 Fire Hydrants:
- Hydrants must be all snow-cleared and accessible no later than 48 hours after the end of a snow storm (residential); and no later than 24 hours after the end of a snow storm (commercial).
 - In the event of a major snow storm (50cm +) 72 hours is permissible.
 - A 36 in. (914 mm) clear space (top to bottom) shall be maintained **around the circumference** of fire hydrants except as otherwise required or approved. A clear space of not less than 60 in. (1524 mm) shall be provided in front of each hydrant connection having a diameter greater than 2^{1/2} in (64 mm).

Bidder's Initials/Initiales du soumissionnaire: _____

- Hydrants must have a clear path to the street of at least thirty six (36) inches in width.
- The Contractor must advise the Manager of Public Works immediately if he or she will not be able to meet the timeline.
- The Contractor will be responsible to reimburse the cost of repairs for any damages to the fire hydrants done by his/her employees during snow-clearing operations.

3.7 SECURITY CLEARANCE

For security and confidentiality purposes, the owner may proceed to a verification on criminal precedence or other-wise upon any tenderer or/and any of their employees.

3.8 REGULAR INSPECTION

The City may carry out periodically equipment and work quality inspections. A copy of each inspection report will be given to the contractor.

3.9 CONTRACTOR’S PERFORMANCE

The Contractor will be evaluated based on work safety, performance and attendance (availability/response time when contacted) and any other factors which the City deems appropriate.

The contractor will be evaluated based on the weighted criteria below:

EVALUATION CRITERIA	WEIGHT
Work safety	30 Points
Attendance (availability/response time when contacted)	30 Points
Performance (quality and duration of work)	40 Points

3.10 INVOICING AND PAYMENT

- (a) The Contractor shall invoice the City on a monthly basis as per schedule of prices.
- (b) Invoices must show Purchase Order Number. Must have separate invoice for each Purchase Order.
- (c) All invoice inquiries should be made to the Accounts Payable Department at (506)789-2702.
- (d) Mail invoices to:
City of Campbellton
P.O. Box 100
E3N 3G
Att: Accounts Payable Department
- (e) Payment will be made within 30 days from the receipt of approved invoice.

3.11 CORPORATE AUTHORITY

The Tenderer, if an incorporated company, must attach to the bid a document indicating the authority under which the corporate officers signed the contract.

Bidder’s Initials/Initiales du soumissionnaire: _____

3.12 PERMITS, LICENSES AND APPROVALS

The Contractor shall obtain at his own expense all permits, licenses and approvals necessary to satisfactorily provide snow-clearing services during the term of the contract. In addition, the contractor shall provide the address of its head office and of its equipment storage site. A certificate from the Restigouche Regional Services Commission attesting that the zoning is adequate for the storage of the equipment and operations of the Contractor must be provided with the bid.

3.13 SALES TAX

All prices tendered for the work under this contract shall not include harmonized sales tax (H.S.T.). Harmonized sales tax shall be extra.

3.14 AWARD OF CONTRACT

The time allowed to the Owner for awarding the Contract shall be 60 days and the tender shall be binding for that period of time or until having received formal notification of rejection. Formal notification of award or rejection shall be done by either registered mail, fax or hand delivery. Upon notification of award and within fourteen (14) days, the successful tenderer shall be invited to execute a formal contract with the Owner.

END OF SECTION

Bidder's Initials/Initiales du soumissionnaire: _____

TENDER FORM TO BE COMPLETED AND RETURNED

<p>SECTION 4 – TENDER FORM</p> <p>Sidewalk Snow-Clearing Operations in the City of Campbellton</p>
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TENDER SUBMISSION

TENDER NO: SNOW-2021-01

**SIDEWALK SNOW-CLEARING OPERATIONS
IN THE CITY OF CAMPBELLTON**

I (We), _____ (Company name - Print letters) having examined the Call for Tenders, the Instructions to Bidders, the General Conditions, the Tender Form, the Tenderer’s Checklist and Appendix A, for the *Sidewalk Snow-Clearing Operations in the City of Campbellton*, hereby tender and offer to furnish all labour, equipment and machinery necessary for the complete execution of work in accordance with the conditions and schedules outlined in this document for Snow-Clearing services, for the sums quoted in lawful money of Canada at the following total unit prices excluding **H.S.T.** for a one (1)-year contract (with options to renew as per section 1.5).

Company Name

Signature

Bidder’s Initials/Initiales du soumissionnaire: _____

TENDER FORM TO BE COMPLETED AND RETURNED

'TENDERER'S CHECK LIST'
SNOW-2021-02
SIDEWALK SNOW-CLEARING OPERATIONS

ITEM	DESCRIPTION	CHECK MARK
1	Have you read and initialed each tender package page?	
2	Are all Addendums included (if applicable)?	
3	Are the return package Tender Forms (pages 15 to 19) duly filled?	
4	Have you included one Operator Resume per sidewalk snow-clearing route you have bid on?	
5	Have you included a letter of approval for the required insurance coverage?	
6	Have you included a Clearance Certificate from WCB or a Request for Clearance?	
7	Have you included your Security Deposit?	
8	Have you included a letter confirming your ability to secure a Performance and Labour and Material Bond from a company authorized to do business in NB?	
9	Is your envelope clearly identified with the Tender No., name and return address of the tenderer?	
10	Have you included a document indicating the authority under which the corporate officers signed the contract?	
11	Have you included a proof of adequate zoning?	

Company Name

Address

Phone

Fax

Signature (Official Agent)

Print Name (Official Agent)

Date

HSTRegistration#

Bidder's Initials/Initiales du soumissionnaire: _____

TENDER FORM TO BE COMPLETED AND RETURNED

BIDDER'S RESUME
SNOW-2021-02
SIDEWALK SNOW-CLEARING OPERATIONS
IN THE CITY OF CAMPBELLTON

Date of Resume: _____

Company Name: _____

Address: _____

How many years of experience in the subject commodity or services? _____ years

List below the three largest projects for which you have provided the same/similar commodity or services as required by the tender.

<u>Client Name</u>	<u>Contact Person</u>	<u>Telephone</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Is company a subsidiary of another company? Yes: _____ No : _____

If yes, submit name and address of parent company.

Is any beneficial owner of bidding company an employee of the City of Campbellton?

Yes: _____ No: _____

If yes, provide employee information:

Name: _____ Title _____

Department: _____ Place of work: _____

This resume has been submitted by:

Title

Print Signature

Signature

Bidder's Initials/Initiales du soumissionnaire: _____

TENDER FORM TO BE COMPLETED AND RETURNED

OPERATOR'S RESUME
SNOW-2021-02
SIDEWALK SNOW-CLEARING OPERATIONS
IN THE CITY OF CAMPBELLTON

***PLEASE SUBMIT AN INDIVIDUAL COPY OF THIS SHEET FOR EACH SIDEWALK SNOW-CLEARING ROUTE YOU ARE BIDDING ON.**

The following are the operators and sidewalk snow-clearing routes which the bidder proposes to use and bid on:

SNOW-CLEARING ROUTE # _____ (insert sidewalk snow-clearing route number as per tender price sheet list.)

NAME

QUALIFICATIONS AND EXPERIENCE

The following is a list of equipment that the bidder agrees to provide to complete the work in an efficient manner, within the time allowed. **Only Trackless equipped with blade & blower with maximum width of 5 ft shall be acceptable.**

YEAR

MAKE

MODEL

H.P.

The following are attachments to be used on the above equipment.

BLADE

WIDTH (Max. 6 feet)

BLOWER

WIDTH (Max. 5 feet)

Bidder's Initials/Initiales du soumissionnaire: _____

TENDER PRICE SHEET
SNOW-2021-02
SIDEWALK SNOW-CLEARING OPERATIONS
IN THE CITY OF CAMPBELLTON

QUANTITY	DESCRIPTION OF COMMODITY OR SERVICE	UNIT PRICE/HOUR (Before Tax) (Numeral)	EXTENDED (Quantity x Unit Price) (Numeral)
80 – HOURS	SIDEWALK SNOW-CLEARING ROUTE No. 2	\$ /hour	\$
80 - HOURS	SIDEWALK SNOW-CLEARING ROUTE No. 3	\$ /hour	\$
80 - HOURS	SIDEWALK SNOW-CLEARING ROUTE No. 4	\$ /hour	\$

INSTRUCTIONS:

1. The Contractor may submit a bid for only one or more sidewalk snow-clearing routes (including hydrants) but must have a separate equipment and operator for each route.
2. The City reserves the right to award all or some of the above routes to different contractors. The City also reserves the right to award all, some, or none of the above mentioned routes.
3. The City of Campbellton guarantees the bidder 80 hours of work per sidewalk snow-clearing route per season less the hours when the bidder was unable to report for work.

NOTE:

1. Complete an individual copy of the Operators Resume form for each sidewalk snow-clearing route you are bidding on.
2. If two contractors have the same unit cost, the City reserves the right to award sidewalk snow-clearing route or routes to a Contractor of their choice without any compensation to other contractors.
3. Harmonized sales tax is EXTRA.

 Company Name

 Address

 Phone

 Fax

 Signature (Official Agent)

 Print Name (Official Agent)

Bidder's Initials/Initiales du soumissionnaire: _____

APPENDIX "A"
SIDEWALK SNOW-CLEARING ROUTES
MAP

- Sidewalk snow-clearing routes #3 and #4 include areas with hydrants but no sidewalks.
- Sidewalk snow-clearing route #3 includes hydrants on John, Aspen, Isla, Kay, Brook Terrace, Walker Crescent, Esquadich, St-Peter, Sunset, Centennial, McGarvie Streets.
- Sidewalk snow-clearing route #4 includes all of the hydrants in Richardville.
- Green dots on map indicate fire hydrants.

Bidder's Initials/Initiales du soumissionnaire: _____