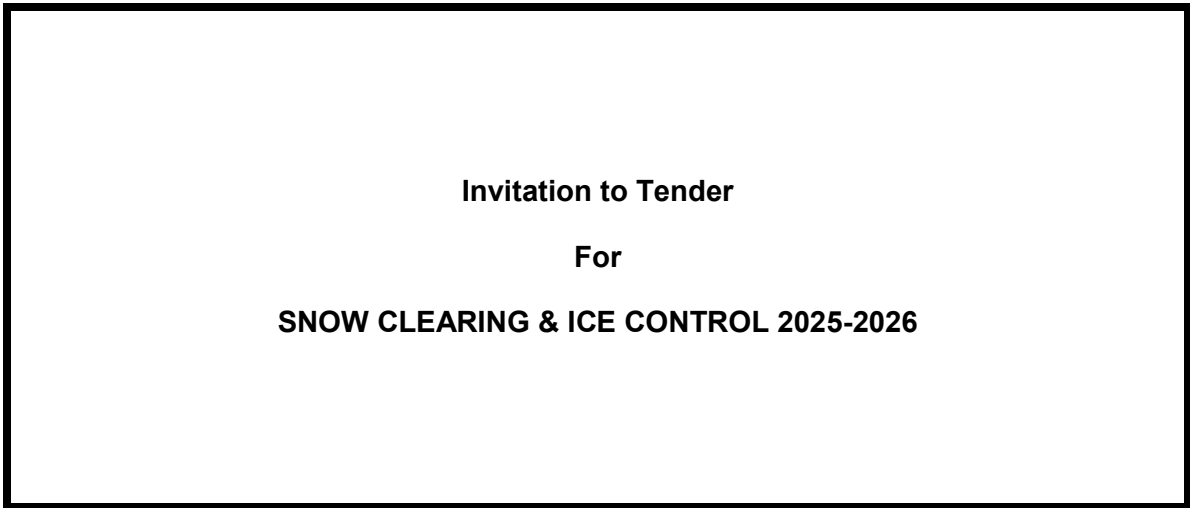




TOWN OF SOUTH RIVER



**Invitation to Tender
For
SNOW CLEARING & ICE CONTROL 2025-2026**

Invitation to Tender No.: **T-2025-001**

Issued: **August 14, 2025**

Submission Deadline: **September 2, 2025, 3:00 pm local time**

TABLE OF CONTENTS

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS	31.1
Invitation to Bidders	31.2
ITT	
Contact Type of Contract	31.3
Deliverables	31.4
ITT	
Timetable	31.5
Submission of Bids	3
PART 2 – EVALUATION AND AWARD	52.1
Stages of Evaluation	62.2
Stage I – Mandatory Submission	62.3
Stage II – Mandatory Technical	62.4
Stage III –	62.5
Pricing Selection of Lowest Compliant Bidder	62.6
Notice to Bidder and Execution of Agreement	62.7
Failure to Enter into Agreement	7
PART 3 – TERMS AND CONDITIONS OF THE ITT PROCESS	73.1
General Information	and
Instructions	83.2
Communication after Issuance of ITT	93.3
Notification	and
Debriefing	103.4
Conflict of Interest and Prohibited Conduct	103.5
Confidential Information	123.6
Reserved Rights and Limitation of Liability	123.7
Governing Law and Interpretation	14
APPENDIX A – FORM OF AGREEMENT	14
APPENDIX B – SUBMISSION FORM	16
APPENDIX C – PRICING FORM	17
APPENDIX D – ITT PARTICULARS	18A.
DELIVERABLES	19B.
DISCLOSURES	21
C. MANDATORY SUBMISSION REQUIREMENTS	21D.
REQUIREMENTS	21E.
AWARD	21

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Bidders

This Invitation to Tender (the “ITT”) is an invitation by the **Town of South River** (herein after referred to as “the Owner”) to prospective bidders to submit bids for **Snow Clearing & Ice Control** for the upcoming **2025-2026** season, as further described in Section A of the ITT Particulars (Appendix D) (the “Deliverables”).

1.2 ITT Contact

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

Marjorie Dawson
email: info@townofsouthriver.ca
Phone: 709/786-6761

1.3 Type of Contract for Deliverables

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

The term of the Agreement is to be for the 2025-2026 winter season with an option in favour of the Owner to extend the Agreement on the same terms and conditions for an additional term of up to one year.

ITT Timetable

Issue Date of ITT	August 14, 2025
Deadline for Questions	August 25, 2025
Deadline for Issuing Addenda	August 26, 2025
Submission Deadline	September 2, 2025, 3:00 pm local time
Public opening	September 2, 2025, 3:00 pm local time
Anticipated Execution Date for Agreement	September 10, 2025
Irrevocability Period	30 days

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

Public opening will be held at the council office, 26 Salmon Cove Road, South River on September 2, 2025, 3:00 pm local time.

1.5 Submission of Bids

Bids to be Submitted at Prescribed Location

Bids must be submitted at:

In Person:	By Mail:	By Email:
Town of South River	Town of South River	info@townofsouthriver.ca
26 Salmon Cover Road	P O Box 40	
South River NL	South River NL, A0A 3W0	

1.5.2 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 (including floor, if applicable) indicated in the ITT 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.

1.5.3 Bids to be Submitted in Prescribed Format

Bidders must submit **1** hard copy of their proposal in a sealed package. Bids should be prominently marked with the ITT title and number (see ITT cover page), with the full legal name and return address of the bidder. This does not apply to email submissions.

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 ITT title and number and the full legal name and return address of the bidder to the location set out above. 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 8 working 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 tender in the form of an addendum, any relevant information with respect to the ITT 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 ITT. 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 its

website: townofsouthriver.ca. Bidders should check on a regular basis for ITT updates. Bidders are solely responsible for ensuring they are aware of and have complied with all amendments by tender closing time.

1.5.5 Withdrawal of Bids

Bidders may withdraw their bids prior to the Submission Deadline. To withdraw a bid, a notice of withdrawal must be sent to the ITT 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.

Bids Irrevocable after Submission Deadline

Bids shall be irrevocable for a period of **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:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which bids comply with all of the mandatory submission requirements. 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. The mandatory submission requirements are listed in Section C of the ITT Particulars (Appendix D).

2.2.1 No Amendment to Forms

Other than inserting the information requested on the mandatory submission forms set out in the ITT, 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.

2.3 Stage II – Mandatory Technical Requirements

Stage II will consist of a review to determine which bids comply with all of the mandatory technical requirements. Bids that do not comply with all of the mandatory technical requirements as of the Submission Deadline will, subject to the express and implied rights of the Owner, be disqualified and not evaluated further. The mandatory technical requirements are listed in Section D of the ITT Particulars (Appendix D).

2.4 Stage III – Pricing

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

2.5 Selection of Lowest Compliant Bidder

Subject to the Owner's reserved rights, the compliant bidder with the lowest pricing 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.

2.6 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 in the form attached as Appendix A to this ITT and satisfy any other applicable conditions of this ITT, including the pre-conditions of award listed in Section E of the ITT Particulars (Appendix D), within fifteen (15) days of notice of selection. This provision is solely for the benefit of the Owner and may be waived by the Owner.

2.7 Failure to Enter into Agreement

If a selected bidder fails to execute the Agreement or satisfy the pre-conditions of award listed in Section E of ITT Particulars (Appendix D) within fifteen (15) days of notice of 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 ITT PROCESS

3.1 General Information and Instructions

3.1.1 ITT Incorporated into Bid

All of the provisions of this ITT 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 ITT, including the terms of the Agreement in Appendix A, 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 ITT, including the Agreement set out in Appendix A, 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 ITT. Where information is requested in this ITT, any response made in a bid should reference the applicable section numbers of this ITT.

3.1.3 Bids in English

All bids are to be in English only.

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.

3.1.5 References and Past Performance

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

3.1.6 Information in ITT Only an Estimate

The Owner and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this ITT or issued by way of addenda. Any quantities shown or data contained in this ITT 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 ITT.

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, including, if applicable, costs incurred for interviews or demonstrations.

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.

3.1.9 Trade Agreements

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

3.2 Communication after Issuance of ITT

3.2.1 Bidders to Review ITT

Bidders shall promptly examine all of the documents comprising this ITT, and

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

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

3.2.2 All New Information to Bidders by Way of Addenda

This ITT 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 ITT, such information will be communicated to all bidders by addenda. Each addendum forms an integral part of this ITT and may contain important information, including significant changes to this ITT. Bidders are responsible for obtaining all addenda issued by the Owner. In the Submission Form (Appendix B), 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.

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 including but not limited to clarification with respect to whether a bid meets the mandatory technical

requirements set out in Section D of the ITT Particulars (Appendix D). The Owner may revisit and re-evaluate the respondent's response or ranking on the basis of any such information.

Any responses received by the Owner from the bidder 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 section 30 of the *Public Procurement Regulations*, once the Agreement is awarded by the Owner, the outcome of the ITT will be publicly posted at info@townofsouthriver.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 ITT 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 ITT 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*. Bidders should note that these complaint procedures are separate and distinct from any dispute resolution processes that may be provided for under applicable trade agreements. If a bidder wishes to dispute a matter under an applicable trade agreement, the bidder must follow the process set out in the trade agreement.

3.4 Conflict of Interest and Prohibited Conduct

Conflict of Interest

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.

For the purposes of this ITT, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where in relation to the ITT 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 Owner 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 ITT process (including but not limited to the lobbying of decision makers involved in the ITT process), or (iii) engaging in conduct that

compromises, or could be seen to compromise, the integrity of the open and competitive ITT process or render that process non-competitive or unfair.

Bidders are required to disclose, to the ITT Contact, any potential or perceived conflict of interest issues prior to ITT 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 ITT.

3.4.3 Bidder Not to Communicate with Media

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

3.4.4 No Lobbying

Bidders must not, in relation to this ITT 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).

3.4.5 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, 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 ITT.

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 ITT either before or after the issuance of this ITT:

- (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 ITT 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.

Confidential Information of Bidder

This procurement process is subject to the *Access to Information and Protection of Privacy Act, 2015 (ATIPPA, 2015)*. A bidder must identify any information in its bid or any accompanying documentation supplied in confidence for which confidentiality is requested to be maintained by the Owner. The confidentiality of such information will be maintained by the Owner, except as otherwise required by law or by order of a court or tribunal. 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 ITT process, including the evaluation of bids.

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

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

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

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

3.6 Reserved Rights and Limitation of Liability

3.6.1 Reserved Rights of the Owner

The Owner reserves the right to:

- (a) make public the names of any or all bidders as well as bid price and value of contract;
- (b) make changes, including substantial changes, to this ITT provided that those changes are issued by way of addendum in the manner set out in this ITT;
- (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: (i) a financial analysis determining the actual cost of the bid when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established); and (ii) in addition to any other evaluation criteria or considerations set out in this ITT, consider any other relevant information that arises during this ITT process;
- (e) waive formalities and accept bids that substantially comply with the requirements of this ITT;
- (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;
- (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 ITT process at any stage;
- (j) cancel this ITT process at any stage and issue a new ITT 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.

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 ITT 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 ITT Process (Part 3):

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

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

THIS CONTRACT

made at South River, in the Province of Newfoundland and Labrador, this _____ day of _____, _____.

BETWEEN:

THE TOWN OF SOUTH RIVER INC.,
a body corporate in the Province of Newfoundland and Labrador

(Hereinafter called “The Employer”)

of the one part

AND:

_____,
a body corporate in the Province of Newfoundland and Labrador

(Hereinafter called “The Contractor”)

WHEREAS

a price quote of \$_____ HST included for town-wide Snow Clearing services, AND \$_____ HST included for town wide Ice Control, AND \$_____ HST included for town wide Snow Clearing & Ice Control, AND a price quote of \$_____ HST included for call-outs.

(hereinafter called “The Services”)

WAS RECEIVED ON _____.

AND WHEREAS

The Council of The Town of South River, which is the Executive of The Town of South River Inc., accepted the aforementioned price quotations as a bid for complete snow clearing services for the **2025 - 2026 Winter Season**.

THEREFORE

The Employer and The Contractor hereby enter into an agreement such that the aforementioned services will be provided by The Contractor to The Employer with the stipulations outlined in SCHEDULE A.

SIGNED SEALED AND DELIVERED

Town of South River

Town of South River

Contractor

APPENDIX B – SUBMISSION FORM

A. Bidder Information

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

2. Offer

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

3. Rates

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

4. Addenda

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

5. No Prohibited Conduct

The bidder declares that it has not engaged in any conduct prohibited by this ITT.

6. Disclosure of Information

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

7. Bid Irrevocable

The bidder agrees that its tender shall be irrevocable for a period of **30** days following the Submission Deadline.

8. Execution of Agreement

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

Signature of Witness

Signature of Bidder Representative

Name of Witness

Name of Bidder Representative

Title of Bidder Representative

Date

I have the authority to bind the bidder.

APPENDIX C – PRICING FORM

Instructions on How to Complete Pricing Form

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

Rates quoted by the bidder must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to the Owner, all costs of installation and set-up, including any pre-delivery inspection charges, all costs related to the transportation and storage of sand and salt, and all other overhead, including any fees or other charges required by law.

Evaluation of Pricing

The unit prices will be multiplied by estimated volumes to obtain a total price for the purposes of evaluation.

The ITT will be awarded in total.

Pricing Form

Snow Clearing, per trip:

\$ _____, plus HST \$ _____, Total \$ _____

Salt and Sand Spreading, per trip:

\$ _____, plus HST \$ _____, Total \$ _____

Snow Clearing & Salt and Sand Spreading, per trip:

\$ _____, plus HST \$ _____, Total \$ _____

Call-out, per hour:

\$ _____, plus HST \$ _____, Total \$ _____

APPENDIX D – ITT PARTICULARS

THE DELIVERABLES

Snow Clearing:

The rates tendered must be a) per snowfall and b) a call-out hourly rate based on the equipment and operator being available for use by the Town when requested during the contract period. Equipment must be available immediately following a snowfall and may be required during a storm if a road(s) become blocked, or in case of an emergency. The snowfall and call-out hourly rate tendered should include all operating costs, transportation, repairs, fuel, oil, insurance, board and lodging for the operator, depreciation, overhead, profit and all other costs incidental to the operation of the equipment and for the satisfactory performance of the work including the operator's wages. Payment will be based upon snowfalls, or call-out hourly rate when used. Downtime due to equipment failure will not be paid.

A plow trip is defined as the clearing of snow from all roads in the community including paved and gravel roads (including Old Cart Road extension), as designated by the Town, to the full width of the pavement/road. It also includes the clearing of snow from bus turn arounds and municipal parking areas at the Town Hall, Veronica Rowe Memorial Park, the NL Pony walking trail parking area, and the entrance to the NL Pony walking trail. Roads must be cleared and sanded by 7am.

Salt and Sand Spreading:

The rate tendered must be for salt and sand spreading of all paved streets and other designated roads, bus turn arounds, and municipal parking areas within the Town of South River and operator being available for use by the Town when requested during the contract period. Equipment must be available immediately when required. Quotations should be: (1) per trip – all roads; (2) call-out per hour – one or more roads with salt and sand supplied by the Town and stored at Highways Birch Hills or at a location of Contractors choice approved by Council. Tender should include all operating costs, transportation, repairs, fuel, oil, insurance, board and lodging for the operator, depreciation, overhead, profit and all other costs incidental to the operation of the equipment and for the satisfactory performance of the work including the operator's wages. Payment will be based upon per trip and call-out per hour when used. Downtime due to equipment failure will not be paid. All cost associated with transporting salt and sand to the contractors location are included in the contract.

Snow Clearing & Salt and Sand Spreading:

Where a snow fall requires both Snow Clearing & Salt and Sand Spreading, the rates tendered shall be for both services in the manner they are described above.

Call-Out

A call-out is defined as an extra service call specifically requested by the Town and identified as a call-out. If at any time a call out for snow clearing or salt and sand spreading or any combination thereof exceeds the per trip rate, the per trip rate may be applied at the owners discretion.

The owner reserves the right to restrict services to those deemed prudent and necessary.

The contractor may be required to communicate with the Town at the beginning of each trip.

SPECIFICATIONS FOR EQUIPMENT

1. The equipment tendered shall be powered to equal or exceed the net engine horsepower as defined by SAE standards and as listed in the Tender Notice and equipped as specified for the purpose intended.

All equipment must be equipped with Roll over Protection Structure (ROPS) as per regulations of the Health and Safety Division of the Department of Employment and Labour Relations or be in possession of a valid exemption certificate. By tendering, each bidder accepts that the Town's decision on the suitability of any equipment is final. All equipment will be required to operate a revolving or flashing lamp mounted externally with 360 degrees visibility when operating on a highway for purposes of the proposed contract.

2. Contract to include clearing of snow from all streets within the Town of South River, widening of intersections, clearing of Town Hall parking lot and driveway, clearing of entrance to Chlorine Building, clearing of bus turn arounds, clearing of Veronica Rowe Memorial Park parking lot, clearing of NL Pony Walking Trail parking area, clearing of entrance to the NL Pony Walking Trail, spreading of salt and sand on all Town Roads and Town Hall parking lot and driveway.
3. Equipment must be equipped with a means of communication.
4. Contractor must avoid piling snow in intersections that could impede visibility.
5. Tender must make available one main unit and a minimum of one backup unit for snow clearing and one main unit for salt and sand spreading.
6. The following equipment must be available:

(a) **Backhoe / loader**

Rubber tire tractor with front end loader, four wheel drive, capacity equal to 75 hp, equipped with an angle blade.

And

(b) **Truck / Pick up**

Minimum 4x4 pickup equipped *with an angle blade* with salt and sand spreader. (To be used for salt and sanding roads as well as being used for small snowfalls.)

The above specifications are a minimum requirement. The Contractor is responsible for providing adequate equipment to complete the job.

B. MATERIAL DISCLOSURES

The Town's salt/sand mixture is located at the Transportation & Works Birch Hills Depot in Bay Roberts. A site specific safety plan is required and COR Certified drivers may be required to enter this site and access the mixture. Power Line Hazard Certificate and vehicle inspection reports may also be required. Bidders are advised to verify entry requirements and ensure they meet the requirements before bidding.

C. MANDATORY SUBMISSION REQUIREMENTS

1. **Submission Form (Appendix B)**

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

2. **Pricing Form (Appendix C)**

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

3. **Bid Security**

A bid deposit of \$300 must accompany each tender. The deposit must be in the form of a certified cheque made payable to the Town of South River and is refundable to unsuccessful bidders.

4. **Other Mandatory Submission Requirements**

Each bid must include a list of Equipment bidder intends to use to perform the services required in the contract. For the purpose of ascertaining the conformance of the equipment to the specifications each bidder shall identify the equipment tendered by make, model number, and horse power and by tendering shall affirm the equipment or equivalent is available to the bidder by ownership or by rental agreement should the bidder be successful.

D. MANDATORY TECHNICAL REQUIREMENTS

N/A

E. PRE-CONDITIONS OF AWARD

1. All equipment must be registered in accordance with the Highway Traffic Act and must meet all motor vehicle regulations of the Act. Proof of registration may be required.
2. Contractor to be in good standing with the Worker's Compensation Board for the duration of the contract. A Certificate of Good Standing will be required at the commencement and the end of the contract.

3. The Contractor shall provide a certificate from Insurance Company, licensed to do business in the Province of Newfoundland and Labrador, or its agent giving details of a Comprehensive Liability Policy.
- (a) Company's Name
 - (b) Policy Number
 - (c) Minimum limit of \$2,000,000 inclusive for all claims for Bodily Injury or Property Damage arising from one accident. Reduced limits for any part of the coverage are not acceptable.
 - (d) The Policy cannot be cancelled, lapse, or in any way endorsed so as to affect the coverage provided for the Contract without giving thirty (30) days' notice in writing to the Town at a specified address.
 - (e) The contractor may be required to provide evidence that they have the necessary skills and experience to perform the work.