



**MUNICIPALITY OF THE COUNTY OF VICTORIA**

**REQUEST FOR PRICING  
SNOW REMOVAL AND ICE CONTROL SERVICES**

**VIC-RFP-12-21-INGONISH  
(5-Year Contract)**

**VIC-RFP-12-21-INGONISH**  
**RFP For Municipal Snow Removal and Ice Control Services**  
**Closing: Tender will remain open until awarded**

1. The Municipality of the County of Victoria is accepting Request for Pricing (RFPs) from qualified contractors to perform snow removal and ice control services (salting/sanding) for the Municipal sidewalk, fire hydrants and properties in Ingonish. The full list of properties will be referenced in the tender form.
2. Tenders are to be returned to the Manager of Public Works, Kelly Brett, via email at: [kelly.brett@victoriacounty.ca](mailto:kelly.brett@victoriacounty.ca). The subject line must read, "**VIC-RFP-12-21-INGONISH**".
3. Proposals will be received until the tender is awarded.
4. Faxed bids will not be accepted.
5. There will be no public openings of tenders.
6. The Municipality of the County of Victoria reserves the right to reject any or all proposals or to accept any proposal or part thereof considered to be in its best interest.
7. The Municipality of the County of Victoria does not limit itself to accepting the lowest or any proposal. In addition, the Municipality reserves the right not to award this bid should it be determined not to be in the Municipality's best interest to do so.
8. Any questions or inquiries regarding the tender may be forwarded to:

**Kelly Brett**  
**Manager of Public Works**  
**Municipality of the County of Victoria**  
**(902)295-3667**  
[kelly.brett@victoriacounty.ca](mailto:kelly.brett@victoriacounty.ca)

## 1. Purpose of Proposal

The Municipality of the County of Victoria is accepting pricing from qualified contractors in performing snow and ice control services (sanding/salting) for the Municipal sidewalk, fire hydrants and properties in the community of Ingonish. The full list of properties can be found in the tender form. All snow removal and ice control services are to adhere to the **Performance Standards**, outlined in Schedule A.

## 2. Proposal Terms

The Municipality reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be most advantageous regarding price, quality of service, contractors' qualifications and capabilities to provide the specified service.

The Municipality reserves the right to award multiple contractors in one community and/or all communities if it is deemed in the best interest of the Municipality.

Proposals must be signed by an official authorized to bind the contractor to its provisions for at least a sixty (60) day period. Failure of the successful proposer to accept the obligations of the contract may result in the cancellation of the award.

The prices stated in the bidder's proposal will not be subject to any price increase from the date on which the proposal is opened.

## 3. Proposal Specifications

The proposal must include the following information:

- i. Contractor's qualifications, years in business, relevant experience providing the level of service outlined in the proposal.
- ii. Current list of equipment under the business's ownership, including equipment type, year and number of pieces of equipment owned.
- iii. A letter of good standing/clearance from the Worker's Compensation Board of Nova Scotia.
- iv. A letter of good standing from the Nova Scotia Construction Safety Association (NSCSA) or equivalent (if applicable).
- v. A copy of General Liability Insurance.
- vi. A copy of the Company's Occupational Health and Safety Policy.

#### **4. Scope of Services**

This RFP is for snow and ice removal services on Municipal sidewalks, from municipal fire hydrants and municipally owned properties from immediate award of the RFP through April 15<sup>th</sup>, 2030. The Municipality may terminate any contract as per section 5.1 Termination of Contract and perform snow removal duties if deemed in the best interest of the Municipality. The contractor will be required to perform sidewalk, hydrant and property snow and ice removal services as set forth in this section. It will be at the contractor's discretion to perform the services as weather and transportation conditions allow.

##### **A. Snow and Ice Management Services**

###### **i. Location of Sidewalk**

Contractors are encouraged to survey the sidewalk route and properties in the community to familiarize themselves with the services required.

###### **ii. Snow Removal**

Contractors will remove all snowfall accumulation from assigned sidewalk, fire hydrants and properties. Contractors will use whatever method it determines, in its sole discretion, to be the most appropriate method for snow removal. Contractors will be required to remove snow from the full length, and width of the sidewalk and place salt/sand on the full length and width of the sidewalk. Contractors will be required to remove snowplow ridges from sidewalk approaches.

###### **iii. Ice Removal**

Contractors will be required to use appropriate and industry standard controls for ice control as necessary (Ex. Sand or salt).

###### **iv. Timeframe**

Contractors will be required to complete snow removal and ice control services of assigned sidewalks, hydrants and properties as outlined in Schedule 1 (performance standards).

###### **v. Safety**

All snow and ice management services will be conducted in a safe manner, with attention given to the safety of the public. This includes having all equipment outfitted with proper lighting to ensure visibility while operating.

## **B. Property Damage**

Contractors must notify the Municipality of any property damage that occurs as a result of snow removal or ice control services. The Municipality must be notified within twenty-four (24) hours of the contractor becoming aware of such property damage. The contractor will be solely and wholly financially responsible for any damaged property, as a result of negligence on the part of the Contractor. The contractor will repair, to the satisfaction of the Municipality, any damaged property in a timely manner or in the spring after the terms of this contract.

## **5. Standard Provisions for Contracts**

### **A. Reporting of Contractor**

The contractor will work closely with the Municipality and will cooperate and confer with the Municipality as necessary to ensure satisfactory work progress.

Any reports, estimates, memoranda and documents submitted by the contractor must be dated and bear the contractor's name. All reports made in connection with these services are subject to review and approval by the Municipality.

The Municipality reserves the right to inspect the contractor's activities during the term of the contract.

### **B. Personnel**

The contractor will provide the required services personally and will not subcontract or assign services without the Municipality's written approval.

### **C. Indemnification Agreement**

The contractor will protect, defend and indemnify the Municipality, its officers, agents, volunteers and employees for any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever nature which may result in injury or death to any persons, including the contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the Municipality in connection with or in any way incident to or arising out of the occupancy, use, service operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of Contractor, any subcontractor, or any employee, agent or representative of the Contractor.

### **D. Insurance Requirements**

All insurance (Worker's Compensation, Comprehensive General Liability, and/or Automobile) shall be maintained at the expense of the contractor during the term of this contract.

#### **E. Compliance with Laws and Regulations**

The contractor will comply with all federal, provincial, and local laws and regulations.

#### **F. Interest of Contractor**

The contractor promises that it has no interest which would conflict with the performance of services required by the contract. The contractor also promises that, in the performance of this contract, no officer, agency, employee of the Municipality, or member of its governing bodies, may participate in any decision relating to this contract which effects their personal interest or interest of any corporation, partnership or association in which they are directly or indirectly interested, or has any personal or financial interest.

#### **G. Contingent Fees**

The contractor promises that it has not employed or retained any company or person, other than a bona fide employee working solely for the contractor, to solicit or secure this contract, and that it has not paid or agree to pay any company, or person, other than bona fide employees working solely for the Contractor, and fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the Municipality may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the contractor.

#### **H. Assigns and Successors**

This contract is binding on the Municipality and the contractor, their successors and assigns. Neither the Municipality nor the contractor will assign or transfer interest in this contract without written consent of the other.

#### **I. Termination of Contract**

For termination without cause, either party may terminate the contract by giving ten (10) days written notice to the other party.

#### **J. Extent of Contract**

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

## 6. Terms and Conditions

### A. Award

The Municipality reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the contractor's qualifications and ability to provide the specified service. The Municipality reserves the right to award multiple contractors in one community and/or all communities if it is deemed in the best interest of the Municipality.

### B. Term of Contract

The initial term of this contract will be immediately upon reward of the RFP and expiring **April 15<sup>th</sup>, 2030.**

The initial agreement places no obligation on the Municipality to renew beyond the initial term of the contract.

## 7. Infrastructure Locations

INGONISH	LOCATION	REQUIREMENT
Sidewalk	Starting at civic #37901 on the southside of the Cabot Trail, continuing approximately 1.2 km to the boundary at the CBHNP entrance.	Snow removal, salting and sanding
Fire Hydrant #1	Bottom of Barron Rd.	
Fire Hydrant #2	37915 – across from Danit’s Hair Salon	
Fire Hydrant #3	37851 – across from the fire hall	
Fire Hydrant #4	37787 – across from Scotiabank	
Fire Hydrant #5	Near the intersection at Beach Crossing Rd.	
Fire Hydrant #6	37704 – In front of the Island Inn	
Fire Hydrant #7	Next to CBHNP Administration Bldg.	
Fire Hydrant #8	Parking lot by old beach access road	
Fire Hydrant #9	Next to the CBHNP toll booth	
Fire Hydrant #10	On Cabot Trail across from Keltic Rd.	
Fire Hydrant # 11	East side of entrance to Keltic Rd.	
Fire Hydrant #12	Across from St. Peter’s Church	
Fire Hydrant #13	38476 Cabot Trail	
Fire Hydrant #14	West from Kalapa Valley Retreat	
Fire Hydrant #15	Ski Cape Smokey Parking Lot	
Fire Hydrant #16	Across from Ingonish Landing Marina	
Water Treatment Plant	38360 Cabot Trail	
Re-Chlorination Building	Near stone building at CBHNP entrance *If required	
Water Tower	37894 Cabot Trail *By request only	



**8. Tender Bid Form**

The undersigned bidder has carefully read and understands the Proposal Terms, Scope of Services and Schedules. Please note, prices are to **exclude** HST. If salt is not included in the hourly rate, please indicate price below.

EQUIPMENT	HOURLY RATE \$	SALT \$

**9. Bidder Information**

**I have read and understood all terms, conditions and specifications stated in this tender document and agree to all the terms, conditions and specifications outlined in tender VIC-RFP-12-21-INGONISH.**

<b>Company Name</b>	
<b>Company Address</b>	
<b>Company Owner/Representative</b>	
<b>Phone Number</b>	<b>Office:</b>  <b>Cell:</b>
<b>Email Address</b>	
<b>HST or GST Number</b>	

\_\_\_\_\_  
**Signature (Owner/Representative)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature (Witness)**

\_\_\_\_\_  
**Date**

### **Schedule A – Performance Standards**

1. Where snow and/or freezing rain is forecasted in advance, the Contractor will take reasonable steps to apply salt/sand to sidewalk before the weather event begins.
2. The Contractor shall have snow cleared from the sidewalk, hydrants and facilities within 12 hours after completion of the event.
3. The sidewalk must be cleared to their full length and width.
4. Fire hydrants must be cleared free of snow, so they are easily accessible for use. Approximately a one (1) meter radius of clearance.
5. The contractor will salt, and sand facilities and sidewalks as required.
6. Snow clearing and ice control services always apply, including evening and weekends.
7. Clearing times may be adjusted in the case of major weather events.
8. In the event of an infrastructure emergency, such as a water service disruption, priority of snow clearing and ice control will be given to Municipal facilities.