



THE CORPORATION OF THE CITY OF NIAGARA FALLS

REQUEST FOR TENDER – SERVICES

RFT37-2021

SNOW PLOWING & MAINTENANCE OF MUNICIPAL PARKING LOTS

SCOPE OF WORK – SECTION C

The Contractor shall be required to supply all labour, equipment, salting/sanding materials necessary to carry out the work under this contract. The work intended to be carried out under this contract shall include the snow plowing, salting and sanding of parking lots as well as, on a request basis, entrance clearing, snow hauling and loading from the lots.

CONTRACT PERIOD

The duration of the contract for the **2021-2024** winter seasons will commence on **November 1, 2021** at 12:00 a.m. and terminate on **May 30, 2022** at 11:59 p.m., and **November 1, 2022** at 12:00 a.m. and terminate on **May 30, 2023** at 11:59 p.m. and **November 1, 2023** at 12:00 a.m. and terminate on **May 30, 2024** at 11:59 p.m.

The contractor shall be available during the entire contract duration.

FACILITIES LOCATIONS

There are four (4) lots within the City limits. These lots are listed by location and contacts for call out information as well as invoicing purposes.

Local Administrators may designate staff to assist in callouts for snow plowing or sanding events

Location 1	Local Administrator	Plowing date and time conditions (automatic plowing event)
Gale Centre 5152 Thorold Stone Road	Rob MacDonald, Manager of Recreation and Customer Service Gale Centre (905) 356-7521 ext. 3340	Monday - Friday 12:00 a.m. - 6:00 a.m. Saturdays 12:00 a.m. - 6:00 a.m. Sundays & Holidays 12:00 a.m. - 6:00 a.m.
Location 2	Local Administrator	Plowing date and time conditions (automatic plowing event)
WEGO Transit Building WEGO Building 8208 Heartland Forest Road	Rob Addy, Manager of Transit Service WEGO Transit Building (905) 356-7521 ext. 4509	Monday - Sunday Plowing services must be completed between 2:30 a.m. – 5:00 a.m.

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Location 3	Local Administrator	Plowing date and time conditions (automatic plowing event)
MacBain Community Centre 7150 Montrose Road McLeod Road @ Montrose Avenue	Jeff Guarasci, Community Development Coordinator MacBain Community Centre (905) 356-7521 ext. 3341	Monday - Friday 6:00 a.m. - 10:30 p.m. Saturdays 6:30 a.m. - 8:00 p.m. Sundays & Holidays 7:00 a.m. - 6:00 p.m.
Location 4	Local Administrator	Plowing date and time conditions (automatic plowing event)
Chippawa Willoughby Arena 9000 Sodom Road	Rob MacDonald, Manager of Recreation and Customer Service Gale Centre (905) 356-7521 ext. 3340	ON REQUEST ONLY

1. **Automatic snow plowing event**

Plowing and Salting (or Sanding) in all lots will be carried out automatically when snowfall has accumulated to a depth of **2" (5.08 cm.)** or more.

Salting/sanding is to be completed during the same plowing operation event once the snow has been cleared and not a secondary separate event for salt or sand at a later time.

Additional salting/sanding applications may be required and are at the discretion of individual (Local) administrators and their requirements on an as needed basis, a call out by the administrator will be done if required.

2. **Additional Parking Lots**

The owner reserves the right to include additional parking lots to the contractors list of parking lots to be plowed salted/sanded, and to remove from the list any parking lots that do not require plowing salting/sanding upon notifying the Contractor. The costs of plowing/salting/sanding any additional parking lots that are not identified on the Tender form are to be determined in the following manner:

- a) The cost of the additional lot(s) is to be calculated on a pro-rated cost based on a similarly sized lot that the successful bidder has been awarded this tender for.
- b) If the Corporation of the City of Niagara Falls or its representative is not satisfied with the successful bidder's submitted price for the additional lot(s), the City or it's representative will have the right to approach any other of the successful bidders of current snow plowing tenders

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and request a similarly pro-rated price for the additional lot(s) whether or not it is for the size the other contractor was awarded this tender for.

- c) All other prices for snow entrance clearing for the additional lot(s) is to be the same as originally submitted in this Tender.
3. It is the responsibility of the contractor to commence plowing/salting/sanding operations within 1 hour after accumulated snow of 2" (5.08cm) or, at the request by the designated Local Administrator or designate, plowing and/or salting/sanding, entrance clearing, as required, at any one or several lots.
4. **Salting (or sanding) WILL be completed during the same plowing action once the snow has been cleared, and not a return call for salting (or sanding).**
5. **Sufficient equipment must be provided by the Contractor to ensure commencement of work within one (1) hour.** It is the responsibility of the contractor to commence plowing/salting/sanding operations for any or all locations which must be completed within a 4-hour period. **Sufficient equipment must be provided by the Contractor to ensure completion of work within four (4) hours.**
6. The Director of Municipal Works or his designate has the right to alter the above referenced plowing/salting/sanding schedules, if necessary, upon advising the Contractor.
7. Snow shall be piled during plowing in an orderly fashion in designated areas, when specified, so as to minimize the impact on available parking spaces and to ensure melt water will not adversely affect the lot, public sidewalks or roadways. The entrance(s) must be left unobstructed, and snow shall not be piled in the areas designated for handicapped use, near parking machines or walkways.
8. **Sand/Salt Requirements**
 - a) The Contractor will be responsible for obtaining/supplying the salt and sand and have appropriate storage facilities.
 - b) Salt shall be primarily used by the Contractor unless temperatures are forecast to drop below negative 20 degrees C° or lower and remain for a period of time at temperature. During these events sand is to be used. Sand will also be used when directed by the Local Administrator.
 - c) The Contractor shall ensure that sufficient material is applied in a uniform and comprehensive manner over the complete and entire surface area of the parking lot including parking stalls so as to eliminate or minimize the safety risk to pedestrians and vehicles from icy/hazardous surfaces and to ensure ice does not bond to surface areas.
 - d) An initial application prior to a preliminary forecast may be acceptable as designated by each Local Administrator or designate.

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9. **Plowing/Salting/Sanding Equipment - Operator Requirements**

- a) Sufficient equipment and staff must be available for each location to be plowed within a (4) four-hour period, concurrently if more than one contract has been awarded to the same contractor.
- b) The contractor must submit a list of equipment for each location they are bidding on. Please complete attached Appendix B: Equipment List.
- c) The contractor, on occasion may be requested to clear entrances at parking lots. The cost for snow plowing a parking lot shall include clearing the entrance. This requested service is valid only when the contractor has been specifically called in to clear entrances on a separate occasion from plowing and shall be charged out accordingly at a flat rate of 10% of the snow plowing rate per lot.

10. **Equipment Condition**

The equipment bid shall conform to M.T.O. requirements and must be in good mechanical and operational condition. **All equipment bid must be equipped with M.T.O. winter contract operations approved warning flashers.**

11. **Equipment Requirements**

The minimum equipment requirement for plowing salting and sanding, **where not specified below**, is two (2) 4 x 4 pickup trucks with plow blades and automated salt/sand spreaders. Additional options may be submitted on the Appendix B: Equipment List for City review. It will be at the City's discretion if alternate equipment other than the minimum requirement requested is acceptable.

WEGO & MacBain Locations – the minimum equipment requirement is a front-end loader as the primary snow plowing equipment with a supporting secondary vehicle providing salting services and general laneway clearing, and proper clearing of standard parking stalls and accessible parking spaces. The primary and secondary equipment must be on site at the same time during a snow clearing, salting and sanding operation.

Gale Centre - contractors must use a front-end loader or larger vehicle with extended blade a primary snow plowing equipment to address the size of the lot within the contract time restrictions. A supporting secondary vehicle with blade providing salting services and general laneway clearing and ensure that all Accessible parking spaces are fully cleared and access to all bay doors clear of snow. The primary and the secondary equipment must be on site at the same time during a snow clearing, salting and sanding operation.

12. **Operators**

- a) The contractor is responsible to ensure that all persons have valid licenses for the equipment they are operating and have completed equipment training.

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- b) The Contractor shall employ only orderly and competent persons to do the work and should the Director of Municipal Works or designate inform the Contractor in writing that any person or persons are incompetent or disorderly, such person or persons shall be discharged and shall not be eligible to perform any further work without the consent, in writing, of the Director of Municipal Works.

13. **Communication**

Successful bidders are responsible for providing the stated Local Administrator, by e-mail, the cellular telephone number of the contact person for emergency call outs no later than **3:30 p.m. Friday, October 30, 2021** and each subsequent year. Contractors must ensure cellular telephone equipment is operational during all snow or ice winter control operations being performed for the City. The stated Local Administrator or designate must be advised of any cellular telephone number changes, by Contractors, during the course of their control.

14. **Reporting**

The contractor **must** contact the appropriate Local Administrator per location prior to the commencement of each year snow plowing season (November 1) to arrange for an inspection of each parking lot. The contractor and the Local Administrator for each group shall agree upon and record any damaged items in each lot, and identify appropriate piling and snow staging areas including maximum pile heights. At the completion of the plowing season (May 30) a similar inspection shall be carried out. The contractor will be held responsible for the repair/replacement and/or the cost of repairing any damages in the lot which apparently occurred as a result of snow plowing operations.

All technical inquiries should be directed to the appropriate Local Administrator.

Field Time Report forms and Monthly Summary Report forms will be provided upon contract award. Sample forms have been provided as part of the Tender documents.

Contractor must submit, by email, the completed field time report or an automatic GPS notification of attendance to the designated Local Administrator, from the previous night documenting when the contractor begins and completes a plowing/sanding/salting, entrance clearing on each lot. This email must be received by the designated Local Administrator by no later than 4 p.m. of the next business day after the plowing/sanding/salting, entrance clearing service.

If an e-mail is not received from the contractor by the specified time the City will not pay for this service.

Delayed plowing outside of the allocated time as specified in the lot conditions or call out response time conditions as noted in section 5 and 9 will result in a penalty on paid invoices of 10% reduction of invoice amount.

The equipment operator shall fill out one copy of the Plowing/Salting/Sanding Progress Report for each operation that has occurred and submit the forms to the appropriate contact for each subgroup

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within five (5) working days. The Contractor shall include the equipment used, time of day worked, and the cost for each parking lot plowed. Only one completion of work will be accepted on each form. The Contractor may obtain the snow plowing forms from the Field Services Supervisor Transportation Services. It is the Contractor's responsibility to obtain the proper forms of which one (1) of the duplicate forms is to be submitted to the contact/address on the form.

The Contractor must submit all, original, completed field time reports including the completed Monthly Summary Report and invoice within five (5) business days of the end of the previous month to appropriate subgroup administrator for review and payment process.

Payment to the Contractor will be on a monthly basis in accordance with work identified as above.

Discrepancies and/or non-submission of field time reports, monthly summary reports and invoice will delay payment process and affect payment of invoice which could result in penalty or non-payment.

15. General Terms and Conditions

- a) The Corporation shall not be answerable or accountable for loss or damage to the Contractors equipment used for the work. The contractor will assume full responsibility for any damages to City or public property and/or personal injury from any incident/accident that may occur while the contractor is operating the listed equipment.
- b) The Bidder warrants that any goods, materials, articles or equipment to be supplied under or pursuant to any official order or contract based on this Tender, that is or are to be made or used for a particular purpose, will be fit and suitable for that purpose.
- c) The Bidder agrees that the Municipality shall be entitled to the discount stated herein if payment of invoices for the goods, materials, articles or equipment, work or services, specified or called for in or under this Tender, is made within the period specified herein after acceptance or satisfactory completion thereof, as the case may be, and the receipt by the Municipality of the invoice therefor.
- d) The Bidder agrees that the goods, materials, articles, equipment, work or services, specified or called for in or under this Tender, will be delivered or completed within the period set out herein as the guaranteed period of delivery or completion after receipt of an official order therefor.

16. Award

Work will be awarded on the basis of the overall plowing, salting & sanding for the contract term for each section. Bidders submitting a Tender for more than one Section of this bid, must ensure that they have the capacity to complete the full scope of the awarded contracts should they be the lowest compliant Bidder for two or more Sections.

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Entrance clearing will be a part of the award for the plowing, sanding salting for the contract term for each section. Each location must have Appendix B: Equipment List filled out and submitted to be reviewed by City staff to ensure the equipment meets the minimum requirements as identified in the tender document. The Bidder must also have the qualified staff to operate the equipment for each location to ensure they meet the timelines for snow clearing identified in the tender document.

Assigned equipment to each section and staffing as identified on the schedule of unit prices will be taken into consideration during the awarding of the contract.

Upon acceptance of the Bidder's Tender, or any part thereof, by the Corporation, either by the issuing of an agreement by the City or otherwise, the Bidder shall, if requested by the Solicitor for the City, execute and enter into a formal contract that is satisfactory to the Solicitor for the City, to properly secure the contract resulting therefrom and to embody indemnity and City related provisions that in the opinion of such Solicitor are required to protect the City.

The Bidder agrees that the City may accept any Tender in whole or in part, whether the price or prices may be the lowest or not, and may reject any or all Tenders for reasons that are deemed to be in the best interests of and for the best value for the City. The City may issue one or more Blanket Orders or Contracts to one vendor or several vendors for items or services covered under this Tender.

17. Performance

- a) The Contractor shall make good all defective work and the entire cost of such making good shall be borne by the Contractor. If the City is required to complete defective work, all charges for such work completed by the City will be charged back to the Contractor.
- b) The City of Niagara Falls shall assess the performance of the Contractor during the period stated herein for the duration of the contract. If at any time during this period the City finds that the Contractor has failed to perform all duties and work / services as described in this RFT to the complete satisfaction of the City and upon notification of this failure to the Contractor, the City may take the following actions:
 - i) Notify the Contractor that remedial or repeat work/service needs to be done to complete the work/service. Such remedial or repeat work/service shall be completed at no additional cost to the City.
 - ii) Notify the Contractor that upon a second request per a) above the Contractor and the City shall have a meeting to discuss the reasons for the need for remedial or repeat work and to discuss a permanent solution to the problem as to why the need for remedial or repeat work was necessary and to state the resolution to the issues to the complete satisfaction of the City.
- c) Following any repeated requests by the City after step b) above which shall be understood as the third request for remedial or repeat work/service, the City may at its sole decision terminate

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the contract and declare that the Contractor is in default of the contract and that the City may take whatever steps it deems necessary to mitigate the failure of the Contractor including but not limited to:

- i) Seek any financial remedies from the defaulted Contractor which shall be to ensure that the City does not incur any financial loss between the said Contractor's bid prices and the prices of any Contractor that may be called to complete the work/services for the remainder of the contract period.
- ii) Remove the defaulting Contractor from the City's bidders list and prohibit the Contractor from bidding upon any future work or service for the City for an undetermined period of time.
- iii) Seek any other compensation or other result from the defaulting Contractor that the City solely determines is necessary.