



KINGS TRANSIT AUTHORITY

INFORMATION TO TENDERERS – SECTION 1

Owner: Kings Transit Authority (the “Authority”)
29 Crescent Drive
New Minas, Nova Scotia, B4N 3G7

Contact Persons: John Saunders
Parts and Daytime Coordinator
jsaunders@kingstransit.ns.ca
(902) 670-6404

The Kings Transit Authority (“Authority”) invites tenders to provide Snow and Ice Maintenance services at the Kings Transit Authority building located at 29 Crescent Drive, New Minas, Nova Scotia.

The work includes, but is not limited to, the control of snow and ice (including supply and placement of salt and sand on completion of snow clearing work) on the parking areas, road entranceways and bus loading platform around the Authority building located at 29 Crescent Drive, New Minas for a four-month period (December 1, 2021, to March 31, 2022).

1. Tender Site Meeting

A mandatory site meeting will be held on September 23rd, 2021, at 11.00 a.m. in the Boardroom of the Authority Complex. **Tenders submitted by proponents not having attended this mandatory site meeting shall be disqualified.**

2. Submission:

2.1 Tenders will be received up to 2:00 p.m., local time, Thursday, October 7th, 2021, in a sealed opaque envelope plainly marked " **RFQ # KTA-2021-02, Snow and Ice Maintenance Services 2021-2022.**

2.2 If delivered by mail address to: Kings Transit Authority, Attn: Brian Smith, Interim General Manager, 29 Crescent Drive, New Minas, Nova Scotia, B4N 3G7.

2.3 If delivered by hand, deliver to the Kings Transit Authority reception area, 29 Crescent Drive, New Minas, Nova Scotia for the attention of Brian Smith, Interim General Manager.

2.4 Late tenders shall be returned unopened.



2.5 All tenders shall be and remain irrevocable unless withdrawn prior to the designated closing time.

3. Fuel Adjustment:

3.1 There is NO fuel adjustment for this tender.

4. Tender Opening:

4.1 Tenders will be opened on Thursday, October 7th, 2021, in the Boardroom of the Authority, immediately following the Tender closing. Opening will be public.

5. Document Deposit:

5.1 None Required

6. Clarification of Addenda:

6.1 All questions concerning this Tender shall be directed to:
John Saunders
Parts and Daytime Coordinator,
jsaunders@kingstransit.ns.ca.
(902) 670-6404

6.2 Notify the Authority not less than four (4) working days before Tender closing of omissions, errors, questions, or ambiguities found in the Contract Documents. If the Authority considers that correction, explanation, or interpretation is necessary; a written addendum will be issued. All addenda will form part of the Contract Documents. **The Authority will not maintain a plan takers' list; prospective bidders shall be responsible to review the website for any addenda that have been issued.**

6.3 Any changes to this tender shall be stated in writing by Addenda. Verbal statements made by Authority staff, or their representatives shall not be binding.

6.4 Confirm in Tender Form that all addenda have been received.



7. Preparation of:

7.1 Complete the “Form of Tender” provided with Project Documents in ink or electronic print. Ensure all items are tendered and blanks are filled in by person signing the Tender bid. Indicate the appropriateness of leaving a blank unfilled by placing “N/A” in the blank.

8. Tender Price

8.1 Price shall be in Canadian dollars and include materials, labour, freight, duty, equipment rates and charges in force at the time of award. Clearly identify each item within Tender response. Prices quoted shall be F.O.B. 29 Crescent Drive, New Minas, N.S. **Prices are not to include HST.**

8.2 The successful Tenderer will be issued a Purchase Order following the Authority’s decision to accept the tender offer per the conditions set in the Tender Document. The purchase order will define the terms and conditions of payment by the Authority.

9. Notices:

9.1 By submitting a Tender, the bidder agrees to public disclosure of its contents subject to the provisions of the Municipal Government Act relating to Freedom of Information and Protection of Privacy. Anything submitted in the bid the Tenderer considers “personal information” or “confidential information” of a proprietary nature should be marked confidential and will be subject to appropriate consideration under the Municipal Government Act as noted above.

10. Tender Security:

10.1 Provide Tender Security in the amount of \$5,000 in the form of a Certified Cheque or Money Order payable to the Authority.

11. Contract Security:

11.1 Tender Security for the successful Tenderer will be held for the duration of the contract as Contract Security.



12. Return of Tender Security:

- 12.1** If Tender Security is required, return of security will occur on two different occasions:
- a) *Successful bidder* - upon receipt of contract security or bonding.
 - b) *Unsuccessful bidder* – within 14 days of award of the contract to the successful bidder.

13. Form of Agreement:

- 13.1** Form of Agreement is attached for information purposes only and need not be completed until after award of contract.

14. Amendment or Withdrawal of Tender:

- 14.1** Tenders may be amended or withdrawn by using the same method as tender submission prior to the time of Tender Closing. Email or fax amendments or withdrawals shall **not** be accepted.
- 14.2** Amendments to individual unit prices is the only acceptable price amendment. Amendments shall not disclose either original or revised total price and should be submitted in a separate, sealed envelope.
- 14.3** Head amendment or withdrawal as follows: “Amendment/Withdrawal of Tender for Snow and Ice Maintenance Services, RFQ#KTA-2021-02”. Sign and seal as required for Tender and submit at address given for receipt of Tenders prior to time of Tender Closing.

15. Informal or Unbalanced Tenders:

- 15.1** Tenders which, in the opinion of the authority, are considered to be informal or unbalanced, may be rejected.

16. Privilege:

- 16.1** This RFQ neither expresses nor implies any obligation on the part of the Authority to enter a contract with any proponent submitting a proposal or proposals.
- 16.2** The Authority reserves the right to reject all or any proposals, and to not necessarily accept the lowest proposal. The Authority may accept any proposal or any portion of any proposal that may be considered in the best interests of the Authority in its sole and absolute discretion. The Authority also reserves the right in its sole and absolute



discretion to waive any formality, informality, or technicality in any proposal. This includes the right to accept a proposal that is not strictly compliant with the instructions in the RFQ document.

- 16.3** The Authority reserves the right to negotiate, after the RFQ Closing Date, with any proponent to finalize service arrangements in the best interests of the Authority.
- 16.4** The Authority shall not be bound by trade or custom in dealing with and/or evaluating the responses to the RFQ. The Authority reserves the right to interpret all aspects of this RFQ as may be most favorable to the Authority.
- 16.5** Proponents will be deemed to have familiarized themselves with existing site and working conditions and all other conditions which may affect performance of the contract. No plea of ignorance of such conditions as a result of failure to make all necessary examinations will be accepted as a basis for any claims for extra compensation or an extension of time.
- 16.6** Without limiting the generality of this section and for certainty, by submission of a proposal in response to this RFQ, each proponent represents and shall be deemed to accept and agree to the following conditions:
- a) Proponents shall be solely and fully responsible for all costs associated with the development, preparation, transmittal, and submission of any proposal or material in response to this RFQ, including without limitation the costs of any in-person presentation of proposals, regardless of the locations which the Authority may require, and all costs incurred by a proponent during the selection process and any negotiations.
 - b) Each proponent waives any claim against the Authority for any compensation of any kind whatsoever as a result of its participation in or providing a response to this RFQ process, including without limitation any claim for costs of proposal preparation or participation in negotiations, or for loss of anticipated profits, whether based in contract including fundamental breach, tort, equity, breach of any duty, including, but not limited to breach of the duty of fairness, breach of any obligation not to accept non-compliant proposals or any other cause of action whatsoever.
- 16.7** In submitting a proposal, the proponent has accepted the reservation of rights as set out herein and agrees to be bound by same.



17. Late Tenders:

17.1 Late Tenders will be returned, unopened to the Tenderer.

18. General Specifications:

- Any attempt by the Proponent or any of its employees, agents, contractors, or representatives to contact members of the Authority or Authority staff not identified in this RFQ may lead to disqualification.
- The contractor must carry out operations in accordance with the Motor Vehicle Act, Occupational Health and Safety Act, and any other applicable statute required by law.
- By submitting a Tender, the bidder agrees to public disclosure of its contents subject to the provisions of the Municipal Government Act relating to Freedom of Information and Protection of Privacy. Anything submitted in the Bid the bidder considers “personal information” or “confidential information” of a proprietary nature should be marked confidential and will be subject to appropriate consideration under the Municipal Government Act as noted above.
- Non-compliance with the terms of this tender document, such as lateness, incomplete or unsatisfactory work will be considered sufficient grounds for immediate termination of the contract.
- Bidders shall submit all supporting information required. At a minimum, bidders shall submit the following information so the Authority may evaluate the suitability of the Tender.
 - a. Company/individual profile including number of years company has been in business, similar work being done at present or in the recent past, number of full-time employees, how long each employee has been with the company.
 - b. Information about the supervisor the tenderer proposes to use to provide quality assurance and supervision.
 - c. A minimum of three references from companies or individuals for whom snow clearing maintenance services are presently being performed or have been performed in the last three years and any other relevant information.

***** End of Section 1 *****



FORM OF TENDER – SECTION 2

1. Salutation:

1.1 Kings Transit Authority (the “Authority”)
29 Crescent Drive
New Minas, Nova Scotia B4N 3G7

1.2 2021-2022 Snow and Ice Maintenance Services KTA-2021-02

1.3 From: _____ (the “Tenderer”)

2. Tenderer Declares:

2.1 That this Tender is made without collusion or fraud.

2.2 That they have carefully examined the proposed work; familiarized themselves with local conditions; carefully examined the Contract Documents and Addenda No. ___ to ___ and taken all the foregoing into consideration in preparation of the Tender.

3. Tenderer Agrees:

3.1 To enter a contract with the Authority to perform the services as described and specified herein for the prices stated in Subsection 4 hereunder, Bid Sheet.

3.2 That this Tender is valid for acceptance for 90 days from the time of Tender closing.

3.3 To execute in triplicate the Agreement and forward same together with the specified insurance documents to the Authority within 14 days of written notice of award.

3.4 That failure to enter a formal contract and provide specified insurance documents within the time frame required will constitute grounds for forfeiture of Tender Security.

3.5 That if Tender Security is forfeited, the Authority will retain difference in money between amount of Tender and amount for which the Authority legally contracts with another party to perform the work and will refund the balance, if any, to the Bidder.

3.6 That the Contract Documents include:

- Information to Tenderer
- Form of Tender



- Cost/Price Evaluation: Bid Sheet
- Form of Agreement (for information only)
- Conditions and Requirements
- Supplemental Specifications
- Addenda (if any)

4. Bid Sheet:

- .1 Monthly Standby Fee for Months of December, January, February, and March.

ITEM No	ITEM DESCRIPTION	YEAR	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (excluding HST)
1.1	Monthly Standby Fee	2021/22	each	4	

- .2 Supply and Placement of Materials for Parking Lot & Entrances.

ITEM No	ITEM DESCRIPTION	YEAR	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (Excluding HST)
2.1	Salt	2021/22	kg	N/A	
2.2	Sand	2021/22	kg	N/A	



.3 List of Contractor’s Equipment.

Snow Plowing – All Areas				
Model Year	Qty	Equipment Information (i.e., Manufacturer, attachment’s function, capacity)	Hourly Rate (excluding HST)	Location
		¾ Tonne Pickup Truck With Salt Spreader		
		Front End Loader		
		Dump Truck		
		Backhoe or wheeled loader with blade (for heavier accumulations where the ¾ tonne may not be sufficient for plowing)		

- Notes:** Only list equipment that is intended to be used under this contract. Bidders may specify alternates to the equipment specified in the table above; include a brief statement of justification to assist in assessment.
- The Authority reserves the right to reject any bid which it deems the equipment is unsuitable to complete the work bid upon. The Authority shall be the sole judge of the suitability of all equipment submitted for consideration.
 - Travel time for transporting equipment shall not be paid under this contract and must be accounted for under the hourly rate. Equipment may be parked at the Authority Complex; please indicate this under the column for “Location.”

5. Service Duration:

Tenderer agrees that the duration for the supply of services under this tender shall extend from **December 1, 2021, to March 31, 2022, inclusive.**



Contemplated provisional items must be approved by the Authority prior to additional services rendered.

6. Signatures:

Signed this _____ day of _____, 2021.

Name of Firm Tendering

Address

Telephone

Signature

Name & Title (Printed)

Witness

Name & Title (Printed)

Note: Tenders submitted by or on behalf of any Corporation must be signed in the name of such Corporation by a duly authorized officer or agent.

7. Tender Evaluation and Acceptance

7.1 Evaluation Criteria

- i. Tenders shall be evaluated based on the following 100-point (maximum) system:

Category	Points
1. Location of Contractor	5
2. Available Appropriate Resources	15
3. Price – Standby Fee	10
4. Price – Hourly Rates: Snow Plowing	40
5. Price – Supply and Placement of Salt and Sand	30



- ii. Notwithstanding 7.1(i) above, Tenderers must submit the following documents with their Tenders to be considered:
 - Tenderer's current valid clearance letter, issued by the Worker's Compensation Board of Nova Scotia.
 - Proof of comprehensive general liability insurance with a minimum value of \$2,000,000.
 - Tender Security in the amount of \$5,000 in the form of a Certified Cheque or Money Order payable to the Authority.
- iii. The Authority shall be the sole judge of the acceptability of all submissions received with the tender to comply with 7.1(i) and (ii).
- iv. Authority Staff will evaluate and score all tenders received as per the criteria set in 7.1 (i). The compliant bidder with the highest score will be considered for award.

The Kings Transit Authority recognizes the importance of buying local and using local suppliers as much as possible. This factor will always be considered when evaluating effectiveness and efficiency.

***** End of Section 2 *****



FORM OF AGREEMENT – SECTION 3

This Agreement on the _____ day of _____, 2021.

BY AND BETWEEN:

Kings Transit Authority

hereinafter called the “Authority”

-and-

hereinafter called the “Contractor”

THIS AGREEMENT WITNESSETH that in consideration of the following provisions and the payment for same, the parties hereby agree as follows:

1. The Contractor shall perform Snow and Ice Maintenance services in relation to the Kings Transit Authority Building at 29 Crescent Drive, New Minas, Nova Scotia.
2. It is understood and agreed that the premises to be maintained are the exterior areas around the Authority Building, including parking areas, roadways, the bus loading ramp, and the bus shelter.
3. The following is an exact list of the Contract Documents referred to in this Agreement. This list is subject to subsequent amendments in accordance with the provision of the Contract Documents.
 - .1 Tender Documents (Sections 1 through 5 inclusive)
 - .2 Form of Agreement
 - .3 Addenda _____ to _____.
4. Payment of work performed shall be as per Section 2 – Tender Form. The Authority shall pay the Contractor in Canadian funds for the performance of the Contract.
5. The term of this agreement shall be for four (4) months commencing on the first day of December 2021 and terminating on the 31st day of March 2022.
6. This agreement may be terminated by either party with written notice of 30 days.
7. The Authority will be under no obligation to renew, extend, or renegotiate the terms of this Agreement following its termination or expiration.
8. The Authority may, at its option, extend the term of this Agreement one time to end no later than March 31, 2023. The Authority shall provide the Contractor written notification of extending the term of the Agreement under this article at least 30 days prior to the end of the term.



9. The Contractor shall provide all necessary equipment and shall perform all work in accordance with the Contract Documents, which describes the scope of the work to be performed.
10. The Contractor shall arrange for and carry Liability Insurance in relation to all work performed hereunder **with the Authority listed as an Additional Insured**, to be endorsed to provide payment to the Authority in the amounts set out in the Contract Documents. The Contractor shall do all things necessary to keep in good standing with the Workers' Compensation Board of Nova Scotia ("WCBNS"), and shall provide within 24 hours, if requested by the Authority, a copy of current valid clearance letter, issued by the WCBNS.
11. All personnel engaged by the Contractor shall carry proper identification. It is agreed between the parties that sobriety and politeness on the job on the part of the Contractor and its employees are essential to the proper performance of this contract by the Contractor.
12. The Contractor and its personnel shall always be familiar with local fire department and police department telephone numbers to be used in cases of emergency.
13. The Contractor shall provide snow and ice maintenance services in accordance with the times and parameters outlined in Section 5 (Supplemental Specifications) of this Contract. If the Contractor desires to have access to the property at any other periods, it shall make arrangements with the Authority's General Manager.
14. Because the parties recognize that proper snow and ice maintenance services are necessary for the reliable operation of the transit service and a matter of occupational health and safety for passengers and those working in the building, it is agreed that this contract may be terminated by the Authority at any time should the Authority's General Manager deem, in its sole and absolute discretion, that the Contractor's performance under this contract is unsatisfactory. Provided however, that the Authority may not terminate this agreement for unsatisfactory performance unless it has first notified the Contractor of the area(s) in which its performance is unsatisfactory and has provided the Contractor with an opportunity to improve its performance. The form and contents of any such notice and the length of time by which the Contractor must improve its performance before termination shall be determined by the Authority's General Manager in his/her sole and absolute discretion.
15. Should the Authority elect to terminate this contract for unsatisfactory performance by the Contractor, it shall provide the Contractor with seven (7) days' notice of termination in writing. Any such notice is effective if delivered personally to the Contractor or any of its employees or posted by Registered Mail to the Contractor at the address provided above.
16. The Contractor's Tender Security submitted with the tender, in the amount of Five Thousand Dollars (\$5,000.00) and payable to the Authority, shall be held for the duration of the contract as Contract Security. Contract Security may be used by the Authority in case of termination of this agreement, to cover the costs of advertising for new tenders and hiring interim workers to carry out the terms of this agreement until a new snow and ice maintenance agreement is in place. Any balance of the five Thousand Dollars (\$5,000.00) remaining shall be returned to the Contractor.
17. Waiver by the Authority of any provisions of this agreement in any instance shall not constitute waiver as to any other instance and any such waiver shall be in writing.
18. This agreement contains the entire agreement between the parties and no change or modification of this agreement shall be valid unless it be in writing and signed by each party.
19. This agreement is not assignable by the Contractor without the prior written consent of the Authority. Any attempt to assign any of the rights, duties, or obligations of this agreement without written consent is void.



- 20. The aforesaid Contract Documents are to be read into and form part of the Agreement and the whole shall constitute the Contract between the parties and subject to law and the provisions of the Contract Documents shall endure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.
- 21. No action or failure to act by the Authority or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
- 22. Notices in writing between the parties shall be considered to have been received by the addressee on the date of delivery if delivered to the individual, or to a member of the firm, or to an officer of the corporation for whom they are intended by hand, or by registered post; or if sent by regular post, to have been delivered within five (5) working days of the date of the mailing when addressed as follows:

.1 The Owner at: Kings Transit Authority
29 Crescent Drive
New Minas NS B4N 3G7

.2 The Contractor at:

IN WITNESS WHEREOF the parties hereto have executed this Agreement under their respective corporate seals and by the hands of their duly authorized representatives.

SIGNED, SEALED AND DELIVERED

In the Presence of:

OWNER (SEAL)

Name of Owner



WITNESS

Signature

Name and Title of person Signing

Signature

Signature

Name and Title of Person Signing

Name and Title of Person Signing

CONTRACTOR (SEAL)

Name of Contractor

WITNESS

Signature

Name and Title of person Signing

Signature

Signature

Name and Title of Person Signing

Name and Title of Person Signing



N.B. Where legal jurisdiction, local practice or Owner or Contractor requirements calls for (a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or (b) the affixing of a corporate seal, this Agreement should be property sealed.

*****End of Section 3*****



CONDITIONS AND REQUIREMENTS – SECTION 4

1. All work is to conform to the Occupational Health and Safety Act.
2. All work to be performed in a workmanlike manner according to standard procedures.
3. All goods and materials provided shall be CSA Group, certified and tested.
4. Recovery of H.S.T.
 - 4.1 Invoices shall indicate H.S.T. with appropriate registration number, indicated as a separate item.
5. The Tenderer agrees to comply with all legislation in effect from time to time, including any Federal, Provincial and Municipal legislation, regulations, or By-laws, which are applicable to the operations of the contractor respecting this Contract.
6. Should there be any questions regarding the interpretation of this Contract, the Authorities' interpretation shall govern.
7. The Authority reserves the right to request that any or all Tenderers clarify and revise their tender. The Authority may choose to meet with one, several, or all Tenderers to discuss aspects of their bid. The Authority is not obligated to seek clarification from any Tenderers with regards to any aspect of its bid.
8. The Authority is not bound to accept any bid. Further, the Authority reserves the right to accept or reject any bid in whole or in part, waive any irregularities in the tendering process, and to discuss different or additional items to those included in this Tender, at its sole discretion. The Authority may invalidate this Tender and may issue a second Tender at its sole discretion.

*****End of Section 4*****



SUPPLEMENTAL SPECIFICATIONS – SECTION 5

1. The following specifications are a guide for snow and ice maintenance at the Kings Transit Authority building (29 Crescent Drive, New Minas, Nova Scotia) exterior areas.
2. Included in the area to be maintained are the exterior parking lots and roadways around the perimeter of the building, and the bus loading platform and bus shelter at the front of the building.
3. Successful bidder must be available to provide services 24 hours a day, 7 days per week including holidays.
4. Areas to be maintained are to be completely plowed, sanded, and salted as applicable prior to 5:00 a.m., on weekdays and prior to 7:00 a.m., on Saturdays. To control costs, successful bidder must exercise good judgement in determining when automatic service is required.
5. Outside of snowfall events, additional plowing, sanding, and salting may be required on an on-call basis; response standard is within two (2) hours of notification. To control costs, Authority staff may apply sand and salt between snowfall events.
6. Successful bidder must exercise good judgement in the placement of plowed snow on the property, allowing for additional accumulations. Snow must be piled around the perimeter of the property and not against the building or any parked vehicles.
7. Invoices for monthly service must be received at the Kings Transit Authority no later than the 5th (fifth) day of each month. Please email invoices to: jsaunders@kingstransit.ns.ca
8. To ensure successful communications, the successful bidder shall provide an email address or phone number that is monitored during normal business hours (8:00 a.m., to 4:00 p.m.), Monday to Friday; response standard is within one (1) hour of Kings Transit Authority email or phone call.
9. Snowbanks at all intersections must not exceed 1 metre in height, to allow for the visibility of traffic. Contractor is to ensure that snow is not pushed directly into the ends of ditches and block the flow of stormwater.
10. If the level of service defined in these Specifications is not provided, the Authority reserves the right to have the work completed on behalf of the contractor and deduct the cost of such remedial work from amounts owed to the contractor under this contract.

***** End of Section 5 *****