

**TOWN OF LABRADOR CITY**

**FORM OF TENDER TLC 08-19**

**RENTAL OF EQUIPMENT ON DEMAND**

Tenderer\_\_\_\_\_

Address\_\_\_\_\_

Telephone # \_\_\_\_\_

The undersigned bidder has carefully examined the Form of Tender, Instructions to Bidders, and agrees to supply the equipment as per the attached specifications for each item identified below:

Equipment Required

Total Quotation including H.S.T.

Excavator – Item # 1 \_\_\_\_\_

Excavator - Item # 2 \_\_\_\_\_

Tractor – Item # 3 \_\_\_\_\_

Tractor – Item # 4 \_\_\_\_\_

Backhoe Loader – Item # 5 \_\_\_\_\_

Crawler Tractor – Item # 6 \_\_\_\_\_

Driveway Clearing – Item # 7 \_\_\_\_\_

Loader Rental on Demand – Item # 8 \_\_\_\_\_

The tenderer, if awarded the contract, agrees to have the equipment available as per specifications of tender document.

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Email-Address: \_\_\_\_\_

Fax #: \_\_\_\_\_

Contact Name: \_\_\_\_\_

### SPECIFICATIONS FOR ITEMS 1 - 6

The Town of Labrador City requires equipment for water main repair and other assignments on an "As Required Basis". The equipment required consists of but is not limited to the following minimum specifications.

1. Excavator Cat 250 or equivalent
2. Excavator Cat 330 or equivalent
3. Tractor Cat D-8 or equivalent with ripper attachment
4. Tractor Cat D-8 or equivalent without ripper attachment
5. Backhoe Loader (rubber tire) Cat 416 Equivalent
6. Crawler Tractor Cat D6, D7, D8, International TD20, TD25 or approved equal.

(Forward total quotation per item to Form of Tender)

	Hourly Rate	HST @15%	Total Quote
Excavator – Item # 1	_____	_____	_____
Make of Excavator	_____		
Excavator # 2	_____	_____	_____
Make of Excavator	_____		
Tractor – Item # 3	_____	_____	_____
Tractor – Item # 4	_____	_____	_____
Make of Tractor	_____		
Backhoe Loader – Item # 5	_____	_____	_____
Make of Backhoe Loader	_____		
Crawler Tractor – Item # 6	_____	_____	_____
Make of Crawler	_____		

The Town shall be the sole judge regarding the suitability of equipment required for the work.

The equipment provided shall be on a demand basis and the price quoted shall include regular and overtime hours. The Town does not guarantee any minimum number of hours.

The rate quoted shall be the rate paid and shall include operator, fuel, oil, lubricants, insurance, maintenance, repair and any other related cost  
Insurance requirements, Workers Compensation coverage and safety requirements shall be as outlined in the Instructions to Bidders.

**Price quoted shall be in full force and effect from July 01, 2019 to June 30, 2021, With Possibility of mutually agreed upon One (1) Year Extension**

## **SPECIFICATIONS FOR ITEM # 7**

1. The Town of Labrador City requires the provision of loader services complete with operator(s) to provide snow clearing services for approximately Seventy (70) residential driveways for the period of July 01, 2019 to June 30, 2021, With Possibility of mutually agreed upon One (1) Year Extension.

<u>(Forward Total Quotation to From of Tender)</u>			
<u>Estimated Hours</u>	<u>Hourly Rate</u>	<u>HST 15%</u>	<u>Total Quotation</u>
400	_____	_____	_____

Equipment Year & Model: \_\_\_\_\_

Equipment Year & Model: \_\_\_\_\_

2. All Driveway entrances are to be cleared to enable access to the street by 7:00 a.m. each day and the driveway shall be cleared later that same day. When requested by the Town each driveway shall be given a general clean-up once per week. A single day will be dedicated for this clean-up.
3. It is expressly understood that the Company shall supply qualified supervisory personnel who are familiar with the scope of work to be carried out. It will be the responsibility of the Company to call out their equipment when snowfall reaches 3 cm for the efficient and orderly clearing of driveways. The Town reserves the right to direct and may utilize its own supervisor at any time it deems necessary.
4. Bidders are advised that the Town will not guarantee any minimum number of hours of work under this contract. Estimated hours of work have been provided on the tender form for the sole purpose of calculating the low bid.
5. A minimum of one (1) loader at the discretion of the town is required for this service, equipped with snow bucket and cutting edge. However the Company shall have adequate backup equipment available in the event of loss from service of the contracted loader(s) for any reasonable period of time. The following, or approved equal, are acceptable models of loaders; Caterpillar 928, Caterpillar 938, Caterpillar 950, John Deere 624, John Deere 644, Komatsu 320 and Komatsu 380, Komatsu WA 150
6. The Company shall have the responsibility of proving to the Town that the equipment is mobile, mechanically sound and in full operating condition and shall be responsible to notify the Town of equipment availability or break down. The Town shall have the right to inspect the equipment at all reasonable times. The Town will not accept equipment manufactured prior to model year 2000 for use under this contract.
7. Equipment used under this contract, including one vehicle owned by the Town of Labrador City, shall have a mobile radio supplied and installed.
8. The Company shall be responsible for supplying the equipment, persons and materials for the due execution of the work, and these, as well as any applicable taxes or other charges, including the cost of fuel, cutting edges and other parts and maintenance as well as mobile radios, insurance coverage are understood to be included in the quoted rates.

9. The Company agrees to indemnify and to hold the Town harmless for all actions, claims, loss, expense and costs relative to property damage, injuries or death caused by the operations of the Company including use of the equipment.
10. The equipment provided shall be on a demand basis and the price quoted shall include regular and overtime hours. The Town does not guarantee any minimum number of hours.

## **SPECIFICATIONS FOR ITEM # 8**

- (1). The Town of Labrador City requires the rental of loaders on a “demand basis” to assist with general snow clearing services and other activities for the period July 01, 2019 to June 30, 2021, With Possibility of mutually agreed upon One (1) Year Extension.

(Forward Total Quotation to Form of Tender)

### **Rental of Loader on Demand**

<b><u>Estimated Hours</u></b>	<b><u>Hourly Rate</u></b>	<b><u>HST 15%</u></b>	<b><u>Total Quotation</u></b>
250	_____	_____	_____

**Equipment Year & Model:**\_\_\_\_\_

**Equipment Year & Model:**\_\_\_\_\_

**Equipment Year & Model:**\_\_\_\_\_

**Equipment Year & Model:**\_\_\_\_\_

- (1). Loaders on demand duties to include but not limited to;
- i. Snow clearing of hydrants shall involve clearing snow from around the hydrant to allow fire department personnel easy access from the street to connect hose to both sides of the hydrant.
  - ii. General snow clearing/removal of snow and ice build-up on streets.
  - iii. Snow removal from corners/intersections and any other area deemed necessary by the town.
  - iv. Loading trucks
  - v. Other activities as deemed necessary by the town on an “on-demand” basis throughout the year
- (2). It is expressly understood that the Company shall supply qualified supervisory personnel who are familiar with the scope of work to be carried out. The town will notify the company when the snow clearing of fire hydrants is required. Where practical the Town will give the Company as much advance notice as possible. The Town reserves the right to direct and may utilize its own supervisor at any time it deems necessary
- (3). Bidders are advised that the Town will not guarantee any minimum number of hours of work under this contract. Estimated hours of work have been provided on the tender form for the sole purpose of calculating the low bid.

- (4). A minimum of two (2) loaders are required for this service as determined by the town, equipped with snow bucket and cutting edge, snow blade suitable for wining out snow . However the Company shall have adequate backup equipment available in the event of loss from service of the contracted loader(s) for any reasonable period of time. The following, or approved equal, are acceptable models of loaders; Caterpillar 928, Caterpillar 938, Caterpillar 950, John Deere 624, John Deere 644, Komatsu 320 and Komatsu 380, Komatsu WA 150.
- (5). The Company shall have the responsibility of proving to the Town that the equipment is mobile, mechanically sound and in full operating condition and shall be responsible to notify the Town of equipment availability or break down. The Town shall have the right to inspect the equipment at all reasonable times. The Town will not accept equipment manufactured prior to model year 2000 for use under this contract.
- (6). Equipment used under this contract, including one vehicle owned by the Town of Labrador City, shall have a mobile radio supplied and installed.
- (7). The Company shall be responsible for supplying the equipment, persons and materials for the due execution of the work, and these, as well as any applicable taxes or other charges, including the cost of fuel, cutting edges and other parts and maintenance as well as mobile radios, insurance are understood to be included in the quoted rates.
- (8). The Company agrees to indemnify and to hold the Town harmless for all actions, claims, loss, expense and costs relative to property damage, injuries or death caused by the operations of the Company including use of the equipment.
- (9). **The equipment provided shall be on a demand basis and the price quoted shall include regular and overtime hours. The Town does not guarantee any minimum number of hours.**

## **INSTRUCTIONS TO BIDDERS**

### **1. TENDERS**

- (a) Tenders shall be in a sealed envelope and clearly marked as per the following:

**“TENDER FOR: Supply of Equipment on Demand**

addressed to the attention of the Town Clerk, Town Hall, P.O. Box 280, Labrador City, NF A2V 2K5.

**Include Bidders Name and Return Address on Envelope**

- (b) Tenders shall close at **3:00 p.m. local time**, Labrador City on:  
**May 29<sup>th</sup>, 2019**
- (c) Before submitting a tender, tenderers shall carefully examine the tender documents and fully inform themselves of the contract requirements and existing conditions.
- (d) The Town will not defray any expenses incurred by the tenderers in the preparation and submission of their tenders.
- (e) Quotation shall be valid for acceptance for Sixty (60) days from the tender closing date.

### **2. UNACCEPTABLE TENDERS**

- (a) Tenders not submitted on the Tender Form provided will not be considered.
- (b) E-mail or facsimile tenders will not be accepted.
- (c) Tenders received after the tender closing time will not be considered.
- (d) Incomplete tenders will be rejected.
- (e) Tenders containing qualifications or additional clauses to the Tender Form will be rejected.

### **3. SUBSTITUTIONS**

- (a) Tenders shall be based upon using the materials or products as specified without substitution. Where two or more brand names are specified, the choice shall be left to the successful bidder. Where only one brand name is stated, there shall be no substitution.
- (b) Where the specifications include the **OR APPROVED EQUAL** clause, substitutions may be proposed provided that:
- (l) The request for substitution is made in writing at least seven (7) days prior to the tender closing date.

- (ii) The request shall clearly define and describe the products for which the substitution is requested.
- (iii) The substitution item is equivalent to the described item with regard to design, function, appearance, durability, operation and quality.
- (iv) Approval of the substitution by the Town shall be in the form of an Addendum to the specifications issued to all the tenderers listed as having received a copy of the contract documents.

#### **4. ACCEPTANCE OF TENDERS**

- (a) The Town will not necessarily accept the lowest or any tender.
- (b) Upon acceptance of the tender, the Tender Form becomes part of the Contract Documents and the successful tenderer becomes the Contractor.

#### **5. PERSON TO CONTACT**

For further information contact Bryan Fagan at the following telephone number **709-944-7172** or fax number **709-944-2443**

#### **6. Workers Compensation & Insurance**

The Contractor covenants with the Town that its employees shall be fully covered within Worker's Compensation Regulations, and the Company shall on request furnish to the Town satisfactory proof that its employees are fully covered under the Worker's Compensation Act.

Prior to performing work hereunder, the Company agrees to provide the Town with confirmation of full insurance coverage including, without restricting the generality of the foregoing, Comprehensive General Liability Insurance of at least two million dollars (\$2,000,000.) covering the equipment. The Company shall be required to add the Town Council of Labrador City to this insurance policy as a named insured. The Town shall require thirty (30) days written notice of any material change in or cancellation of the insurance policy

#### **7. Safety**

The Town of Labrador City will strictly enforce safety requirements as per the Occupational Health & Safety Act. All items of safety apparel/equipment shall be the responsibility of the contractor.



**8. INVOICE AND PAYMENT**

- (a) The Company shall provide the Town with a weekly record of the work carried out under this contract. The weekly record shall indicate a description of the work performed by each piece of equipment, the duration of the work including start time and end time. This weekly record shall be presented to the Town on Monday of each week, for review and approval by the Town Supervisor responsible for snow clearing.
- (b) The company shall submit an invoice to the town at the end of each month for the actual hours worked during that month. This payment will be made to the company within thirty days of receipt of invoice.

**9. TAXES**

- (a) The Town of Labrador City is subject to the Harmonized Sales Tax at the rate of 15%.
- (b) Above referenced tax shall be shown separately on all invoices presented to the Town of Labrador City for payment.

The sums herein tendered include all taxes, royalties, custom duties, foreign exchange charges, transportation, traveling costs, all overhead and profit, all co-ordination fees, insurance premiums and all other charges.

**10. COMPLETING THE FORM OF TENDER**

Bidders may submit a price for any or all items listed on Form of Tender. A separate contract will be awarded for each item of the tender.