

TOWN OF LABRADOR CITY
FORM OF TENDER TLC-09-19
RENTAL OF TRUCKS 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.

<u>Equipment Required</u>	<u>Hourly Rate</u>	<u>H.S.T 15%</u>	<u>Total Quotation</u>
Dump Truck	_____	_____	_____

Truck Model & Type (attach separate sheet if necessary)

1. _____
2. _____
3. _____
4. _____
5. _____

Equipment Required	Hourly Rate	H.S.T 15%	Total Quotation
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Semi-Dump Truck	_____	_____	_____
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Truck Model & Type (attach separate sheet if necessary)

1. _____
2. _____
3. _____
4. _____
5. _____

Equipment Required	Hourly Rate	H.S.T 15%	Total Quotation
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Vacuum Truck	_____	_____	_____
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Truck Model & Type (attach separate sheet if necessary)

1. _____
2. _____
3. _____
4. _____
5. _____

The tenderer, if awarded the contract agrees to have the trucks available within four(4) hours of request being made. In case of emergency trucks shall be hired on immediate availability starting with lowest rate quoted.

Authorized Signature:_____Date:_____

Email Address: _____Fax#:_____

Contact Name: _____

INSTRUCTIONS TO BIDDERS

1. TENDERS

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

“TENDER FOR: Rental of Trucks 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 29th, 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 thirty (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:
 - (i) 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.

SPECIFICATIONS

The Town of Labrador City requires the rental of:

1. Dump trucks with a minimum carrying capacity without sideboards of 15 cubic yards for the purpose of snow clearing, water breaks and other assignments on an “as required” basis. Contractors are advised that periodically three (3) foot sideboards will be required. The rate quoted, however, will apply with or without sideboards.
2. Semi Dump trailer and tractor with a minimum carrying capacity of 35 tons for the purpose of snow clearing, water breaks and other assignments on an “as required” basis.
3. Vacuum trucks for the purpose of clearing catch basins, sewer manholes, and other assignments on an “as required” basis.

Trucks to be provided shall be on a demand basis with the rate quoted covering both regular and overtime hours.

The rate quoted shall be the rate paid and shall include operator, fuel, oil, lubricants, insurance, maintenance and repair.

The trucks being offered to tender shall be mobile and in full operating condition. The Town shall have the right to inspect the trucks prior to the award of tender, and at all reasonable times thereafter once an agreement to hire has been entered into.

The Town of Labrador City shall be the sole judge as to the suitability of any truck to carry out the work required. Generally speaking, the town will determine the number of trucks required and will call units starting with the lowest rate quoted.

Insurance requirements, Workers Compensation and Safety requirements shall be as outlined in the Instructions to Bidders.

The Town shall require thirty (30) days written notice of any material change in or cancellation of the insurance policy.

Bidders are advised that the Town will not guarantee any minimum number of hours of work for this contract bid.

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.