



LABRADORCITY

SUPPLY OF LANDFILL COVER MATERIAL ON DEMAND

TLC-21-24



LABRADORCITY

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TOWN OF LABRADOR CITY

FORM OF TENDER

SUPPLY OF LANDFILL COVER MATERIAL ON DEMAND TLC-21-24

Tenderer _____

Address _____

Telephone # _____

The undersigned bidder has carefully examined the Form of Tender, Instructions to Bidders, and agrees to supply item(s) as per the attached specifications.

Cover Material (price per tonne) _____

H.S.T. 15% _____

Total Quotation _____

Price quoted shall be in full force and effect from January 01, 2025 to December 31, 2028.

Authorized Signature: _____ Date: _____

Contact Name: _____ Fax # _____

Email Address: _____

INSTRUCTIONS TO BIDDERS

1. TENDERS

- (a) Bidders shall submit Tenders in a sealed envelope and clearly marked to the town of Labrador City Office or by an emailed electronic copy to cashier@labradorcity.ca of the Bid in pdf format. Either method of delivery shall be duly marked:

“TENDER FOR: **SUPPLY OF LANDFILL COVER MATERIAL ON DEMAND, TLC-21-24** addressed to the attention of the Town Clerk, Town Hall, P.O. Box 280, Labrador City, NL A2V 2K5.

Include Bidders Name and Return Address on Envelope

- (b) Tenders shall close at **3:00 p.m. local time**, Labrador City on:
November 13, 2024
- (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 Bidder should refrain from contacting other employees or members of Council of The Town of Labrador City in respect of this procurement process, including for the purposes of lobbying or attempting to influence the outcome of this procurement process. Any such contact may, in the Town of Labrador City’s sole discretion, result in disqualification of the Bidder.
- (e) The Town will not defray any expenses incurred by the tenderers in the preparation and submission of their tenders.
- (f) The Town, its employees and agents shall not be held liable or accountable for any error or omission in any part of this Tender or response to Bidder’s questions.
- (g) Quotation shall be valid for acceptance for ninety (90) days from the tender closing date.
- (f) This tender is subject to the *Access to Information and Protection of Privacy Act, 2015*.
- (g) The financial value of this tender will be publicly released as part of the award notification.

- (h) If applicable, this tender is subject to trade agreements.

2. BID SUBMISSION, REVISION & WITHDRAWAL

- (a) It is the Bidders' sole responsibility to ensure their Bid is received when, where and how it is specified in this document. The Town is not responsible for lost, delayed, misplaced, or incorrectly delivered Bids.
- (b) Bid revisions, changes, and alterations will be accepted by the Town provided they are received prior to the closing date and time of the Tender. Bid revisions, changes and alterations may be made only by completing a new Bid to the Town.
- (c) Where a Bidder submits multiple Bids to a Tender, each successive Bid will nullify and replace any previous Bids.
- (d) Bidders may withdraw their Tender at any time, prior to the closing date & time of a Tender, by submitting an email to cashier@labradorcity.ca All withdrawn Bids will be shredded the Town of Labrador City.

3. 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 may be rejected.

4. 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.

5. ACCEPTANCE OR REJECTION OF TENDERS

- (a) The Town reserves the right to reject any or all bids without stating reasons. The lowest or any tender will not necessarily be accepted.
- (b) Upon acceptance of the tender, the Tender Form becomes part of the Contract Documents and the successful tenderer becomes the Contractor.
- (c) One payment shall be made in accordance with the contract as follows:
 - (i) Upon acceptance of all material or products, or upon substantial completion of the work.
 - (ii) Within thirty (30) days of receipt of the invoice by the Town.
- (d) The Town reserves the right to accept a non-compliant bid.

6. ADDENDUMS

- (a) Addenda may be necessary for:
 - (i) Correction of the Tender and related forms
 - (ii) Extension of the submission deadline
 - (iii) Clarification of parts of the Tender
 - (iv) Retraction or cancellation of the Tender
 - (v) Responses to bidders questions
 - (vi) Other additions to, deletions from or alterations to the requirements contained in the Tender

- (b) Request for addenda must be submitted five (5) calendar days prior to the tender closing date. Requests submitted thereafter will not be considered or responded to.
- (c) All addendums become part of the Bid Documents, as appropriate. Bidders are responsible for addressing all addenda in preparing Bids and should confirm, prior to submitting Bids, that all issued addenda have been received.

7. DELIVERY

- (a) Where the Tender includes a mandatory delivery schedule, the Town will assume that the Bidder can meet the requested schedule and is satisfied that the goods or services required will be available for delivery on the requested date(s).
- (b) Time is of the essence, and delivery schedule(s) are legally binding. The Town reserves the right to assess penalties or cancel awards to Bidders who fail to meet the stated delivery or completion dates.
- (c) All equipment/goods delivered are subject to inspection and test within a reasonable time after delivery to the Town premises. In the event of a defective product the Town reserves the right to return it to the vendor for full credit.

8. PERSON TO CONTACT

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

9. 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.

10. 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.

11. Taxes

- (a) Business Tax – In accordance with the Municipalities Act, 1999 as amended, all businesses carrying on business in the municipality shall be charged an annual tax to be known as “the business tax”. All companies doing business in the Town of Labrador City who are not subject to a property tax payable to either the Town of Labrador City or the Town of Wabush or a place of business that cannot be assessed under the Assessment Act, shall be assessed as “no fixed place of business” and billed at the rate of 3% of gross revenue with a minimum of \$2,500 and a maximum of \$5,500 per calendar year.
- (b) The Town of Labrador City is subject to the Harmonized Sales Tax at the rate of 15%.
- (c) 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.

Landfill Cover Material

Specification

1. Description of Work

The Town of Labrador City requires the supply and stockpiling on site at the Labrador West Landfill, granular material that would be suitable for as landfill cover material.

The bidder shall include the sourcing of material, paying all applicable royalties, loading , transporting to the landfill site and the stockpiling the cover material at designated location at the landfill.

The material to supplied under this contract are typically delivered are over different time frames as follows:

- during first week of July
- during first week of September
- during first week of June

The above period may change depending on the usage of the landfill operator and the contractor agrees to adjust delivery times to suit the owners' requirements.

Minimum order would be 1000 tonnes.

2. Source Approval

- 2.1 Source of material to be incorporated into work or stockpiled requires approval of owner prior to commencing work. Provide gradation analysis and other laboratory testing results as directed by owner.
- 2.2 If, in the opinion of the owner, materials from the proposed source do not meet or cannot reasonably be used to meet the specified requirements, procure an alternate source or demonstrate that the material from the source in question can be used to meet specified requirements.
- 2.3 Should a change of material source be proposed during the work, advise the owner sufficiently in advance of such change to allow sampling and testing.
- 2.4 Acceptance of material at source does not preclude future rejection if it is subsequently found to lack uniformity or if it fails to conform to the site use requirements, or if its field performance is found to be unsatisfactory.

3. Product Sampling

- 3.1 Aggregate will be subject to random sampling. Contractor shall provide the owner with ready access to source and material for the purposes of sampling and testing.

4. Measurement for Payment

- 4.1 Cover material shall be measured in tones, measured upon arrival at the landfill site, using the weigh scales at the landfill. The contractor shall be provided with a weigh slip for each load delivered to the landfill.
- 4.2 The contract price will be adjusted according to the Consumer Price Index (CPI) as reported by Statistics Canada, on January 1st of year two and year three of the contract.

5. Materials

- 5.1 Aggregate quality: sound, hard, durable material, free from soft, thin, elongated or laminated particles, organic material or other deleterious substances.
- 5.2 Aggregates that will be acceptable as landfill cover will be:

GW – well graded gravel.