

TOWN OF STEPHENVILLE

Supply of Rental Equipment 2024 2024-001

Submissions marked "**Supply of Rental Equipment 2024**" will be received at The Town of Stephenville, 125 Carolina Avenue, A2N 2S6

Closing Date: 2:30 pm NDT, January 30, 2024
Opening Date: 2:31 pm NDT, January 30, 2024

Please submit your inquiries by email
to Ira.Barter@stephenville.ca

1. STANDARD TERMS AND CONDITIONS

1. The goods and/or services described in these Tender/Bid Documents and any subsequent contract are subject to the following terms and conditions and the Bidder agrees to be bound by and comply with all such terms and conditions.
2. These standard terms and conditions are meant to supplement but not supersede the terms and conditions of any Tender/Bid Documents, contract or agreement. In the event of conflict or inconsistency, the terms and conditions of the Tender/Bid Documents, contract or agreement will govern.
3. These instructions, the specifications, terms and conditions of the Tender/Bid Documents are intended to bind the successful Bidder and the Town of Stephenville (the "Town"). All such terms and conditions are deemed material and cannot be varied, altered or changed by implication, waiver or any means, other than the express written agreement signed by both parties. With submission of a bid, the contract shall be solely enforced and executed as per the terms and conditions, clauses and specifications in the bid documents. Any counter offers or changes of terms proposed by the Bidder are hereby rejected, unless specifically agreed to in writing by the Town.
4. The contract shall be for two (2) years commencing February 2024 , the contract can be extended upon mutual agreement between the Town of Stephenville and the Successful Bidder.

2. GENERAL INSTRUCTIONS TO BIDDERS

1. Tenders are to be submitted in sealed envelope and clearly marked:

TENDER FOR – Supply of Rental Equipment 2024

Town of Stephenville
125 Carolina Avenue
Stephenville, Newfoundland
A2N 2S6

2. Tender will close at 2:30 pm January 30, 2024, (Tender Closing Time"). Tender received after that time will be rejected.
3. In order to be accepted, submissions shall be submitted on the Tender/Bid Documents provided by the Town. Specification sheets form part of the Tender/Bid Documents and shall not be removed.
4. The tender must be hand delivered or couriered to the address above. Email, telephoned, or faxed tenders will be rejected unless otherwise indicated in an addendum.
5. The official time for closings shall be Newfoundland Standard Time as recorded by Town staff receiving the document at the Town's main reception desk. It is the Bidder's responsibility to ensure that its submission meets the Town's official time

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deadlines as specified in the tender. Couriers' noted time on deliveries is not official. Tenders received after the closing time will not be considered.

6. Public tender opening will take place at the Town Hall, 125 Carolina Avenue, at 2:31 pm NDT, January 30, 2024. ("Tender Opening") or such later date as determined by the Town and indicated to Bidders by way of addendum.
7. Questions regarding this tender must be directed to the Director of Public Works via electronic mail (ira.barter@stephenville.ca). Inquiries will be reviewed and where additional information is required, the Town will issue an addendum which will become part of the tender documents.
8. Properly documented amendments to already tender submissions by Bidders will be permitted up to the Tender Closing Time. Amendments must be submitted either in person, via courier, or faxed. It is the responsibility of the Bidder to confirm receipt of the amendment.
9. Bids may be withdrawn without penalty if a request is received prior to the Tender Closing Time. Requests for withdrawal can be made with written notice to the Manager of Public Works or the Town Clerk. It is the responsibility of the Bidder to confirm receipt of the withdrawal request.
10. The Town reserves the right to cancel the call for tenders at any stage of the tendering process, including prior to the Tender Closing Date or after the Tender Opening. The Town shall not be responsible, in any manner, for expenses incurred by the Bidder for preparing a submission.
11. The Town does not bind itself to accept the lowest or any tender. The Town reserves the right to accept or reject any or all bids or to accept any bid or portion thereof at its sole discretion.
12. Upon acceptance of the tender, the Tender Form becomes part of the Contract Documents, and the successful bidder becomes the Contractor.

2. SPECIFICATIONS

1. The bidder if awarded the contract, agrees to have the equipment available as per specifications of tender document.
2. The Town shall be the sole judge regarding the suitability of equipment required for the work.
3. The equipment provided shall be on a demand basis and the price quoted shall include regular hours. The Town does not guarantee any minimum number of hours.
4. It is expressly understood that the company shall supply qualified personnel who are familiar with the scope of work to be carried out.
5. If the contractor cannot provide the equipment when requested, the Town has the right to go to the next available contractor.

3. WORKERS COMPENSATION & INSURANCE

1. 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.
2. 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.

4. INVOICE AND PAYMENT

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.

5. TAXES

The Town of Stephenville is subject to the Harmonized Sales Tax at the rate of 15%. The tax shall be shown separately on all invoices presented to the Town for payment. The sums herein tendered include all taxes, transportation, traveling costs, insurance premiums and all other charges.

5. 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.

Town of Stephenville – Bid Form

Name of Company: _____

Address: _____

Email Address: _____ Phone Number: _____

Authorized Signature _____

Print Name/Title : _____

Date: _____

Equipment Rental (delivery/float included) for the purposes of performing work as required by the Town is as per the following prices **excluding** applicable taxes.

Equipment Required

Equipment plus operator.

Mini Excavator _____ / hour _____ / hour

Regular Excavator _____ / hour _____ / hour

Large Excavator _____ / hour _____ / hour

Tandem Dump Truck _____ / hour _____ / hour

Backhoe _____ / hour _____ / hour

Tractor Dozer _____ / hour _____ / hour

Loader _____ / hour _____ / hour

Sand Truck _____ / hour _____ / hour

Skid Steer w/attachment _____ / hour _____ / hour

Tractor w/attachment _____ / hour _____ / hour

END