

TOWN OF STEPHENVILLE



TOPSOIL SUPPLY AND DELIVERY 2025

Submissions must be marked and delivered to:

TOPSOIL SUPPLY AND DELIVERY 2025-02

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

Closing Date: 2:30 pm NDT, May 13, 2025

Opening Date: 2:31 pm NDT, May 13, 2025

TENDER/BID DOCUMENTS

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

2. GENERAL INSTRUCTIONS TO BIDDERS

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

Addressed To:

Topsoil Supply and Delivery 2025-02

Town of Stephenville

125 Carolina Avenue

Stephenville, Newfoundland

A2N 2S6

2. Tender will close at 2:30 pm May 13, 2025, (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, telephone, 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 deadlines as specified in the tender. Couriers' noted time on deliveries is not official. Tenders received after 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, May 13. ("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, engineering and Asset Management via electronic mail (ira.barter@stephenville.ca) at least 72 hours prior to the Tender Closing Time. 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. The applicable Harmonized Sales Tax (HST) will be added to the prices quoted in the Tender Bid Summary Sheet and is to be calculated and shown on the Tender Form as a separate item.
9. Properly documented amendments to 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.
10. Bids may be withdrawn without penalty if a request is received prior to the Tender Closing Time. Requests for withdrawal can be made 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.
11. 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.
12. 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.

3. GENERAL CONDITIONS

1. The Town reserves the right to inspect any material, service or goods which are ordered as a result of this tender and shall be the sole judge as to the acceptability of the goods and/or service to meet the needs of the Town and fulfill the requirements as specified.
2. The successful Bidder shall not assign or subcontract the contract or any part thereof without the prior written consent of the Town. Approval may be withheld by the Town at its sole discretion or may be given subject to such terms and conditions at the Town may impose.
3. Where there is question of general interpretation of these specifications, terms and conditions, the decision of the Town shall be final and binding

4. Time is of the essence and the successful Bidder shall deliver the goods and/or services contemplated by the tender in strict accordance with the delivery date, quantity and the requirements as specified in the Tender/Bid Documents.
5. Units supplied will conform to all safety regulatory agencies applicable to Canada and the province of Newfoundland and Labrador.
6. Where a delivery date is stated, delivery by such date is regarded as the essence of the Contract. Failure on the part of the successful Bidder to complete by the stated delivery date will entitle the Town to any one or combination of the following remedies: a. Cancel the order/contract without incurring or being liable for any costs, fees, charges or sub charges of any kind whatsoever; b. Reassign the contract and charge the original successful Bidder with all incremental costs involved; or c. Other remedy as specified in the tender
7. Failure by the successful Bidder to provide the equipment and/or service in accordance with the Tender Specifications and the Contract and/or failure of its operators to perform the required work pursuant to the Tender Specifications, the Town shall have the right to terminate the Contract immediately and unilaterally.
8. Any equipment/material supplied to the Town pursuant to the Tender Specifications or the Contract shall be in compliance with all applicable Federal, Provincial and Municipal legislation.
9. Price tendered to be in effect for a six (6) month period beginning the date the tender is accepted by the Town of Stephenville
10. The successful bidder shall not assign or subcontract the contract or any part thereof without the prior written consent of the town.
11. Samples of the material to be supplied must be available for inspection before acceptance.

4. SPECIFICATIONS

This specification covers the requirement for the supply and delivery of 500 metric tonnes of Topsoil to the Town of Stephenville Depot located at 56 Wisconsin. The town reserves the right to increase the quality as required.

**Town of Stephenville
BID SUMMARY SHEET**

Topsoil Supply & Delivery	\$	/per tonne, HST excluded										
<p>AFTER HAVING READ THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS TENDER,</p> <p>WE (NAME OF FIRM): _____ GUARANTEE DELIVERY OF THE MATERIAL TO THE TOWN OF STEPHENVILLE) AS PER THE TIMEFRAMES AND SPECIFICATIONS OUTLINED IN THE TENDER DOCUMENTS.</p>												
<p>The Bidder acknowledges and understands non-delivery of materials as per the specifications outlined in the tender documents may result in contract cancellation..</p>												
<p>The Bidder hereby acknowledges receipt of the following addenda, if applicable:</p>												
Addendum No(s).												
<p>It is understood by the undersigned that the right is reserved by the Town of Stephenville to reject any and all bids.</p>												
SIGNING OF TENDER BID												
COMPANY NAME												
ADDRESS												
TELEPHONE #												
FAX NUMBER												
CONTACT NAME												
CONTACT EMAIL												
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