



Limited Call for Bids

LC11222024

Standing Offer Agreement – Road Work/Construction

SUMMARY:

The Town of Pouch Cove is issuing a Limited Call for Bids for Road Work/Construction. The agreement for provision of equipment and materials will be in effect from December 9, 2024, to December 9, 2025.

Issue Date of Limited Call	Friday, November 22, 2024
Deadline for Inquiries	Tuesday, November 26, 2024, at 12:00pm
Deadline for Issuing Addenda	Thursday, November 28, 2024, at 11:30am
Submission Deadline	Friday, December 6, 2024, at 11:30am
Public Opening	Friday, December 6, 2024, at 11:30am



1.0 SCOPE

- 1.1** This Limited Call for Bids covers the requirements for the Road Work/Construction for the Town of Pouch Cove, on an as and when required basis, as per the attached Appendix A, for the period of 1 year from December 9th, 2024, to December 9th, 2025.
- 1.2** Any Standing Offer Agreement resulting from this Limited Call for Bids will be issued to provide sources of supply at predetermined prices for day-to-day operational needs of the Town of Pouch Cove.
- 1.3** All Bidders meeting Limited Call requirements shall be considered a supplier under the terms of this Limited Call. Such issuance shall not be deemed as a commitment by the Town of Pouch Cove to order any goods or services.
- 1.4** Any Standing Offer Agreement resulting from this Limited Call shall be limited to the actual goods or services ordered and delivered during the Agreement period.

2.0 INSTRUCTIONS TO BIDDERS

- 2.1** In this document, the words “Limited Call”, “Proposal”, “Bid” and “Quotation” shall be used interchangeably.
- 2.2** Bid submissions shall be received until the closing date and time indicated in the appropriate box on the Limited Call form.
- 2.3** Bid submissions received after the closing time shall not be considered. If a portion only of the Limited Call submission is received by the closing time, the submission shall be considered incomplete and shall not be considered.
- 2.4** Bid submissions shall be publicly opened at the Town Hall located at 660 Main Road, Pouch Cove, NL at the time and date indicated in the appropriate box of the Limited Call bid submission form.
- 2.5** Any Bid may be accepted or rejected in whole or in part. The lowest or any Bid will not necessarily be accepted. The Town of Pouch Cove reserves the right to reject any Bid that does not meet Bidder response requirements as stipulated herein or any Bidder who fails to satisfactorily comply with requests for clarification. The Town of Pouch Cove reserves the right to cancel this solicitation at any time.
- 2.6** Deviations from or qualification of specified requirements may result in the rejection of a Bid.

Inquiries and requests for clarification shall be made in writing and shall be accepted up to 3 business days prior to the Submission Deadline. Inquiries and requests for clarification



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received after that date shall not be addressed. Inquiries and requests for clarification received verbally shall not be addressed.

To ensure consistency and quality in the information provided to bidders the Town shall provide, by way of amendment to this Limited Call in the form of an addendum, any relevant information with respect to the inquiries and requests for clarification received in writing without revealing the source of such inquiries or requests. Bidders are cautioned that it is their responsibility to ensure that they receive all information relevant to this Limited Call. The Town shall not be responsible for bidders who fail to inform themselves regarding the scope and nature of the work. The Town shall forward all addenda. Bidders are solely responsible for ensuring they are aware of and have complied with the requirements of all addenda by the Submission Deadline.

For the purposes of this procurement process, the Limited Call contact will be:

Emily Wall

Town Clerk

emilywall@pouchcove.ca

2.7 The Bidder's submission of a properly completed Pricing Schedule is considered an adequate response and shall constitute the Bidder's acceptance of all terms and conditions of the entire Limited Call for Bids document.

2.8 The Bidder shall submit the bid in person or electronically via email.

In-person Submission: Town Hall, 660 Main Road, Pouch Cove, NL

Subject Line: LC11222024 – Standing Offer Agreement – Road Work/Construction

Email Submission: info@pouchcove.ca

Subject Line: LC11222024 – Standing Offer Agreement – Road Work/Construction

2.9 All costs incurred in the preparation and presentation of Limited Calls shall be wholly absorbed by the Bidder.

2.10 A hard copy of this document can be requested by calling (709) 335-2848 and will be made available during normal business hours Monday-Friday 8:30am-4:00pm.

2.11 **Deadline for submissions is December 6, 2024.**



3.0 CONDITIONS

3.1 The Bidder shall ensure that the item(s) on which they are bidding are available or will be available for delivery on the date requested by the Town.

3.2 Any Purchase Order shall be issued for items where definite quantities of goods at firm unit prices are shown.

3.3 Any Standing Offer Agreement shall be issued for items where unit prices are predetermined but the quantities ordered may vary. Orders shall be placed, as and when required, by a Purchase Order under the Standing Offer Agreement over the life of the Standing Offer Agreement as stipulated herein. Ordering shall be carried out on a best price available basis, provided that equipment availability and operator productivity is satisfactory to the Town of Pouch Cove representatives.

3.4 Any Purchase Order to Standing Offer Agreement issued pursuant to this Limited Call shall be issued in the name of the Vendor exactly as that Bidder's personal or corporate name is stated in the Limited Call document. Under no circumstances will a Purchase Order or Standing Offer Agreement be issued to an individual or corporation other than that named in the Limited Call document. Similarly, payment shall only be issued in the name of the Vendor as stated in the Limited Call document.

3.5 Any claims made by the Bidder in their Bid shall constitute contractual guarantees and shall be considered binding.

3.6 Any Agreement resulting from this Limited Call is subject to immediate cancellation due to non-performance or non-compliance with the requirements, terms and conditions outlined herein.

3.7 Suppliers shall make equipment available upon the notification of the work offer. The Town of Pouch Cove shall make best efforts to provide ample notice of the hire of equipment, however, in urgent or emergency situations, only short notice may be possible.

3.8 The lowest bidder shall be given the first opportunity to supply the equipment or material. If this supplier is not available, then the next lowest bidder shall be given the next opportunity. In Emergency Situations, the Town of Pouch Cove reserves the right to hire any available contractor regardless of a Standing Offer Agreement.

3.9 All work must be completed in accordance with municipal specifications found at: <https://www.gov.nl.ca/ti/files/MI-Municipal-Water-Sewer-Roads-Master-Construction-Specifications-April-2023.pdf>



4.0 REQUIREMENTS

4.1 Where required by the *Highway Traffic Act*, equipment hired shall be registered in accordance with the *Act* and meet all Motor Vehicle Regulations of the *Act*. The Town of Pouch Cove reserves the right to inspect the Operator’s License and Operating Record.

4.2 Bidders shall provide, upon request, copies of the registration if the equipment is owned by the Bidder, or copies of lease or rental agreements between the owners of the equipment Limited Called and the Bidder.

4.3 Operators are required to have completed all the applicable training for the operation of the equipment as well as training required under the *Occupational Health and Safety Act*. Training certificates shall be provided upon request.

4.4 Suppliers shall maintain and, upon request, provide proof of insurance coverage according to the following schedule:

Commercial General Liability	\$2,000,000.00 minimum
Automobile Liability	\$2,000,000.00 minimum

The supplier shall be liable for and shall indemnify and hold harmless the Town of Pouch Cove, its agents, and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings, whatsoever arising from work under this Standing Offer Agreement.

5.0 LIABILITY

5.1 Indemnification Except as provided in (a) the Contractor shall be liable for, and shall indemnify and hold harmless the Owner and their agents and employees from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings, whatsoever arising under any statute or Common law:

- In respect of personal injury to or the death of any person whomsoever arising out of or in the course of or caused by the carrying out of work; and
- In respect of any injury or damage whatsoever to any property, real or personal or any chattel real, insofar as such injury or damage arises out of or in the course of or by reason of the carrying out of the work.

(a) The contractor shall not be liable if the injury, death, loss or damage is due to any act or neglect of the Town of Pouch Cove or their agents or employees.

5.2 Prior to the commencement of any work, the Contractor shall file with the Owner a copy of a Certificate of Insurance naming the Town of Pouch Cove as an additional insurer, as well as a Workplace NL Letter of Clearance. As the Workplace NL Letter of Clearance expires after 45 days, the Contractor will be required to provide an updated letter of Clearance upon expiry and before any work shall commence.



5.3 Accidents and Claims

- Promptly report in writing to the Chief Administrative Officer all accidents whatsoever, arising out of or in connection with the performance of the work.

5.4 Contractors are required to ensure that all work completed under this Standing Offer Agreement is in compliance with the *Occupational Health and Safety Act* and any other applicable Federal, Provincial, or Municipal regulations.

6.0 PRICING

6.1 Prices shall be exclusive of HST, but must include mobilization, demobilization, float rates, travel time, and any operator rental. Payment shall be made for the period measured from the time work commences to the time work is completed.

6.2 Any requisition of work that requires any combination of equipment and/or material will be evaluated based on an estimated sum total.

6.3 Bids should remain open for acceptance by the Town of Pouch Cove for a period of not less than ninety (90) days from the closing date of the Limited Call, unless otherwise specified. Prices shall be held firm during this Limited Call validity period. Prices submitted by successful Bidders shall remain unchanged for the life of any resulting Standing Offer Agreement.

7.0 ACTS, REGULATIONS AND AGREEMENTS

7.1 Acquisitions made as a result of this Limited Call shall be governed by the laws of the Province of Newfoundland and Labrador.

7.2 Acquisitions made as a result of this Limited Call within defined thresholds shall be subject to the terms and conditions of the *Public Procurement Act* and the Memorandum of Agreement – Reduction of Interprovincial Trade Barriers: Government Procurement (Atlantic Procurement Agreement).

7.3 This procurement process is subject to the *Access to Information and Protection of Privacy Act, 2015*.

7.4 The bidder agrees that any specific information in its bid that may qualify for an exemption from disclosure under subsection 39(1) of the *Access to Information and Protection of Privacy Act, 2015* has been identified. If no specific information has been identified it is assumed that, in the opinion of the bidder, there is no specific information that qualifies for an exemption under subsection 39(1) of the *Access to Information and Protection of Privacy Act, 2015*.



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**APPENDIX A: PRICING SCHEDULE (NUMBER)
STANDING OFFER AGREEMENT ROAD WORK/CONSTRUCTION**

Closing Date and Time: December 6, 2024

Public Openings: December 6, 2024

For Office Use Only:	
Date Received (DD/MM/YYYY):	
Time Received:	
Received By (Print Name):	

All prices must be exclusive of HST. Price must include mobilization/demobilization, float rates, travel time, and operator rental.

EQUIPMENT	PRICE
Mini or Compact Excavator - 20-60 HP	Per Hour
Small Excavator - 100-169 HP	Per Hour
Mid-Size Excavator - 170-275 HP	Per Hour
Large Excavator - Minimum Size 350 HP	Per Hour
Standard Backhoe with Bucket - Minimum Size 66 HP	Per Hour
Standard Backhoe with Fork Attachment	Per Hour
Tandem Dump Truck	Per Hour
5500 Dump Truck	Per Hour
Loader - 120-184 HP	Per Hour
Loader - 185-274 HP	Per Hour
Loader - Minimum Size 275 HP	Per Hour
Vibratory Roller - Minimum Size 8 MT	Per Hour



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MATERIALS	PRICE
OM Fill	Per Tonne
Rockfill 6" Minus	Per Tonne
4" Minus (Blasted Rock)	Per Tonne
1 ½" Washed Stone	Per Tonne
Class B	Per Tonne
Class A	Per Tonne
Screened Topsoil	Per Tonne
SERVICES	PRICE
Traffic Control (Construction Signage Included)	Per Hour
Asphalt Cutting – Disposal Included	Per Linear Foot
Asphalt Installation (As per Municipal Water, Sewer and Roads Master Construction Specifications April 2023)	Per Square Foot
Concrete Block Rip Rap Minimum 8 Inches Thick (Supply and Install)	Per Square Meter
Asphalt Swale Installation (As per Municipal Water, Sewer and Roads Master Construction Specifications April 2023)	Per Linear Foot

- I/WE agree to be bound by the terms and conditions contained in the Bid Document and any applicable Addenda, and the person named below has the authority to submit this bid on behalf of the Bidder.
- I/WE further acknowledge that we have received the following addenda:

Addenda Number	Received: Yes or No



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Bidder Information:

All Information Requested Below is Mandatory	
Full Legal Name of Bidder (Please Print):	
Any Other Relevant Name Under Which Bidder Carries on Business:	
Street Address:	
City:	
Province:	
Postal Code:	
Telephone Number:	
Email Address:	
Bidder Contact Name and Title:	
Authorized Signature:	
HST Registration Number:	

-End of Appendix A-