



Invitation to Tender
For
Standing Offer Agreement For Heavy Equipment rental and Material

Request for Quotations No.: **2021-01-ITT-PW**

Issued: **February 12, 2021**

Submission Deadline: **February 25, 2021 2:00PM local time**

TABLE OF CONTENTS

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS	2
1.1 Invitation to Bidders	2
1.2 ITT Contact	2
1.3 Type of Contract for Deliverables	2
1.4 ITT Timetable	2
1.5 Submission of Bids	3
PART 2 – EVALUATION AND AWARD	5
2.1 Stages of Evaluation.....	5
2.2 Stage I – Mandatory Submission Requirements	5
2.3 Stage II – Mandatory Technical Requirements	5
2.4 Stage III – Pricing	5
2.5 Selection of Lowest Compliant Bidder	5
2.6 Notice to Bidder and Execution of Agreement	5
2.7 Failure to Enter into Agreement	6
PART 3 – TERMS AND CONDITIONS OF THE ITT PROCESS	7
3.1 General Information and Instructions	7
3.2 Communication after Issuance of ITT	8
3.3 Notification and Debriefing.....	9
3.4 Conflict of Interest and Prohibited Conduct.....	10
3.5 Confidential Information.....	11
3.6 Reserved Rights and Limitation of Liability	12
3.7 Governing Law and Interpretation.....	13
APPENDIX A – FORM OF AGREEMENT	14
APPENDIX B – SUBMISSION FORM	15
APPENDIX C – PRICING FORM	17
APPENDIX D – ITT PARTICULARS	19
A. THE DELIVERABLES	19
B. MATERIAL DISCLOSURES.....	19
C. MANDATORY SUBMISSION REQUIREMENTS	19
D. MANDATORY TECHNICAL REQUIREMENTS.....	20
E. PRE-CONDITIONS OF AWARD	20

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Bidders

This Invitation to Tender (the “ITT”) is an invitation by **Town of Placentia** (herein after referred to as “the Owner”) to prospective bidders to submit bids for **Standing Offer Agreement For Heavy Equipment and Material Supply**, as further described in Section A of the ITT Particulars (Appendix D) (the “Deliverables”).

The Town of Placentia is requesting pricing for Heavy Equipment and supply of material on as a standing offer.

1.2 ITT Contact

For the purposes of this procurement process, the “ITT Contact” will be:

Robert Beaupertuis CAO

Town of Placentia

(709) 227-2151 Ext. 230

townofplacentia@placentia.ca

1.3 Type of Contract for Deliverables

All qualified suppliers will be required to enter into an agreement with the Owner for the provision of the Deliverables in the form attached as Appendix A to the ITT (the “Agreement”). It is the Owner’s intention to enter into an Agreement with the preferred supplier(s).

The term of the Agreement is from the execution date of agreement to March 1 2022.

1.4 ITT Timetable

Issue Date of ITT	Feb 12 2021
Site Visit / Pre-Bid Meeting [remove if no site visit or pre-bid meeting]	NA
Deadline for Questions	Feb 18 2021
Deadline for Issuing Addenda	Feb 19 2021
Submission Deadline	Feb 25 2021 2:00 pm
Public opening	Feb 25 2021 3:00 pm
Anticipated Execution Date for Agreement	Feb 28 2021
Irrevocability Period	60 Days
Delivery Date of Commodity [if applicable]	NA

The ITT timetable is tentative only, and may be changed by the Owner at any time.

Due to Covid19 restrictions Public Opening will be held via Zoom and any bidders who wish to view the opening must submit a request by email to townofplacentia@placentia.ca by February 23, 2021.

1.5 Submission of Bids

1.5.1 Bids to be Submitted at Prescribed Location

Bids must be submitted at:

Town of Placentia

21 Patterson Drive

Placentia, NL

A0B 2Y0

Attn: Robert Beaupertuis

1.5.2 Bids to be Submitted on Time

Bids must be submitted at the location set out above on or before the Submission Deadline. Bids submitted after the Submission Deadline will be rejected. Onus and responsibility rest solely with the bidder to deliver its bid to the exact location (including floor, if applicable) indicated in the ITT on or before the Submission Deadline. The Owner does not accept any responsibility for submissions delivered to any other location by the bidder or its delivery agents. Bidders are advised to make submissions well before the deadline. Bidders making submissions near the deadline do so at their own risk.

1.5.3 Bids to be Submitted in Prescribed Format

Bidders must submit **1** hard copy. Bids should be prominently marked with the ITT title and number (see ITT cover page), with the full legal name and return address of the bidder. Bids must be received in a sealed envelope. Submissions received that are not compliant with the prescribed will not be considered.

1.5.4 Amendment of Bids

Bidders may amend their bids after they have been submitted if, and only if, the amendment is delivered prior to the Submission Deadline marked with this ITT title and number and the full legal name and return address of the bidder to the location set out above. Any amendment should clearly indicate which part of the bid the amendment is intended to affect. Amendments must be submitted at the location set out above on or before the Submission Deadline. Amendments submitted after the Submission Deadline will not be accepted.

Written inquiries and requests for clarification shall be accepted up to 5 working days prior to the closing time. Inquiries and requests for clarification received after this date shall not be addressed. Verbal responses shall not be binding on either party.

To ensure consistency and quality in the information provided to bidders the Owner shall provide, by way of amendment to this tender in the form of an addendum, any relevant information with respect to the ITT inquiries received in writing without revealing the source of those inquiries. Bidders are cautioned that it is their responsibility to ensure that they receive all information relevant to this ITT. The Owner shall not be responsible for bidders who fail to inform themselves regarding the scope and nature of the work. The Owner shall publish all

amendments **on the Town of Placentia website** Placentia.ca Bidders should check on a regular basis for ITT updates. Bidders are solely responsible for ensuring they are aware of and have complied with all amendments by tender closing time.

1.5.5 Withdrawal of Bids

Bidders may withdraw their bids prior to the Submission Deadline. To withdraw a bid, a notice of withdrawal must be sent to the ITT Contact prior to the Submission Deadline and must be signed by an authorized representative of the bidder. The Owner is under no obligation to return withdrawn bids.

1.5.6 Bids Irrevocable after Submission Deadline

Bids shall be irrevocable for a period of 60 days running from the moment that the Submission Deadline passes.

[End of Part 1]

PART 2– EVALUATION AND AWARD

2.1 Stages of Evaluation

The Owner will conduct the evaluation of bids in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which bids comply with all of the mandatory submission requirements. Bids that do not comply with all of the mandatory submission requirements as of the Submission Deadline will, subject to the express and implied rights of the Owner, be disqualified and not evaluated further. The mandatory submission requirements are listed in Section C of the ITT Particulars (Appendix D).

2.2.1 No Amendment to Forms

Other than inserting the information requested on the mandatory submission forms set out in the ITT, a bidder may not make any changes to any of the forms. Any bid containing any such changes, whether on the face of the form or elsewhere in the bid, may be disqualified.

2.3 Stage II – Mandatory Technical Requirements

Stage II will consist of a review to determine which bids comply with all of the mandatory technical requirements. Bids that do not comply with all of the mandatory technical requirements as of the Submission Deadline will, subject to the express and implied rights of the Owner, be disqualified and not evaluated further. The mandatory technical requirements are listed in Section D of the ITT Particulars (Appendix D).

2.4 Stage III –Pricing

Stage III will consist of a scoring of the submitted pricing of each compliant bid in accordance with the evaluation method set out in the Pricing Form (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements has been completed.

2.5 Selection of Lowest Compliant Bidder

Subject to the Owner’s reserved rights, the compliant bidder with the lowest pricing will be selected to enter into the Agreement in accordance with the following section. In the event of a tie, the selected bidder will be determined by way of a coin toss.

2.6 Notice to Bidder and Execution of Agreement

Notice of selection by the Owner to the preferred supplier shall be in writing. The preferred supplier shall execute the Agreement in the form attached as Appendix A to this ITT and satisfy any other applicable conditions of this ITT, including the pre-conditions of award listed in Section E of the ITT Particulars (Appendix D), within five (5) days of notice of selection. This provision is solely for the benefit of the Owner and may be waived by the Owner.

2.7 Failure to Enter into Agreement

If a selected bidder fails to execute the Agreement or satisfy the pre-conditions of award listed in Section E of ITT Particulars (Appendix D) within five (5) days of notice of selection the Owner may, without incurring any liability, proceed with the selection of another bidder and pursue all remedies available to the Owner.

[End of Part 2]

PART 3– TERMS AND CONDITIONS OF THE ITT PROCESS

3.1 General Information and Instructions

3.1.1 ITT Incorporated into Bid

All of the provisions of this ITT are deemed to be accepted by each bidder and incorporated into each bidder's bid. A bidder who submits conditions, options, variations or contingent statements to the terms as set out in this ITT, including the terms of the Agreement in Appendix A, either as part of its bid or after receiving notice of selection, unless otherwise indicated, may be disqualified. If a bidder is not disqualified despite such changes or qualifications, the provisions of this ITT, including the Agreement set out in Appendix A, will prevail over any such changes or qualifications in the bid.

3.1.2 Bidders to Follow Instructions

Bidders should structure their bids in accordance with the instructions in this ITT. Where information is requested in this ITT, any response made in a bid should reference the applicable section numbers of this ITT.

3.1.3 Bids in English

All bids are to be in English only.

3.1.4 No Incorporation by Reference

The entire content of the bidder's bid should be submitted in a fixed form, and the content of websites or other external documents referred to in the bidder's bid but not attached will not be considered to form part of its bid.

3.1.5 References and Past Performance

In the evaluation process, the Owner may include information provided by the bidder's references and may also consider the bidder's past performance or conduct on previous contracts with the Owner or other institutions.

3.1.6 Information in ITT Only an Estimate

The Owner and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this ITT or issued by way of addenda. Any quantities shown or data contained in this ITT or provided by way of addenda are estimates only, and are for the sole purpose of indicating to bidders the general scale and scope of the Deliverables. It is the bidder's responsibility to obtain all the information necessary to prepare a bid in response to this ITT.

3.1.7 Bidders to Bear Their Own Costs

The bidder will bear all costs associated with or incurred in the preparation and presentation of its bid, including, if applicable, costs incurred for interviews or demonstrations.

3.1.8 Bid to be Retained by the Owner

The Owner will not return the bid or any accompanying documentation submitted by a bidder.

3.1.9 Trade Agreements

Bidders should note that procurements falling within the scope of the Canadian Free Trade Agreement, the Atlantic Procurement Agreement, and/or the Canada-European Union Comprehensive Economic Trade Agreement are subject to those trade agreements but that the rights and obligations of the parties will be governed by the specific terms of this ITT.

3.1.10 No Guarantee of Volume of Work or Exclusivity of Contract

The Owner makes no guarantee of the value or volume of work to be assigned to the successful bidder. The Agreement will not be an exclusive contract for the provision of the described Deliverables. The Owner may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of ITT

3.2.1 Bidders to Review ITT

Bidders shall promptly examine all of the documents comprising this ITT, and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information

in writing by email to the ITT Contact on or before the Deadline for Questions. All questions or comments submitted by bidders by email to the ITT Contact shall be deemed to be received once the email has entered into the ITT Contact's email inbox. No such communications are to be directed to anyone other than the ITT Contact, and the Owner shall not be responsible for any information provided by or obtained from any source other than the ITT Contact. The Owner is under no obligation to provide additional information. It is the responsibility of the bidder to seek clarification from the ITT Contact on any matter it considers to be unclear. The Owner shall not be responsible for any misunderstanding on the part of the bidder concerning this ITT or its process.

3.2.2 All New Information to Bidders by Way of Addenda

This ITT may be amended only by addendum in accordance with this section. If the Owner, for any reason, determines that it is necessary to provide additional information relating to this ITT, such information will be communicated to all bidders by addenda. Each addendum forms an integral part of this ITT and may contain important information, including significant changes to this ITT. Bidders are responsible for obtaining all addenda issued by the Owner. In the Submission Form (Appendix B), bidders should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the Owner determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the Owner may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify and Supplement

When evaluating bids, the Owner may request further information from the bidder or third parties in order to verify clarify or supplement the information provided in the bidder's bid including but not limited to clarification with respect to whether a bid meets the mandatory technical requirements set out in Section D of the ITT Particulars (Appendix D). The Owner may revisit and re-evaluate the respondent's response or ranking on the basis of any such information.

Any responses received by the Owner from the bidder shall, if accepted by the Owner, form an integral part of the bidder's bid.

3.3 Notification and Debriefing

3.3.1 Notification to Other Bidders

In accordance with section 30 of the *Public Procurement Regulations*, once the Agreement is awarded by the Owner, the outcome of the ITT will be publicly posted at **placentia.ca**

3.3.2 Debriefing

Unsuccessful bidders may request a debriefing within ten (10) business days after the award has been posted. The request must be sent in writing to the ITT Contact. The intent of the debriefing information session is to aid the bidder in presenting a better bid in subsequent procurement opportunities. The debriefing process is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

3.3.3 Supplier Complaint Process

If a bidder wishes to register a complaint with respect to the ITT process, it should provide it in writing and within the parameters established by section 25 of the *Public Procurement Regulations*, as amended. The notice must provide a detailed explanation of the bidder's concerns with the procurement process or its outcome, in addition to such other information as may be required by the *Regulations*. Bidders should note that these complaint procedures are separate and distinct from any dispute resolution processes that may be provided for under applicable trade agreements. If a bidder wishes to dispute a matter under an applicable trade agreement, the bidder must follow the process set out in the trade agreement.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

The Owner may disqualify a bidder for any conduct, situation or circumstances, determined by the Owner, in its sole and absolute discretion, to constitute a conflict of interest.

The Owner reserves the right to disqualify any bidder that in the Owner's sole opinion has an actual or potential conflict of interest or an unfair advantage, or may permit the bidder to continue and impose such terms and conditions, as the Owner in its sole discretion may require.

For the purposes of this ITT, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where in relation to the ITT process, the bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to: (i) having, or having access to, confidential information of the Owner in the preparation of its bid that is not available to other bidders, (ii) communicating with any person with a view to influencing preferred treatment in the ITT process (including but not limited to the lobbying of decision makers involved in the ITT process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive ITT process or render that process non-competitive or unfair.

Bidders are required to disclose, to the ITT Contact, any potential or perceived conflict of interest issues prior to ITT closing date and time.

3.4.2 Disqualification for Prohibited Conduct

The Owner may disqualify a bidder, rescind a notification of selection or terminate a contract subsequently entered into if the Owner determines that the bidder has engaged in any conduct prohibited by this ITT.

3.4.3 Bidder Not to Communicate with Media

Bidders must not at any time directly or indirectly communicate with the media in relation to this ITT or any agreement entered into pursuant to this ITT without first obtaining the written permission of the ITT Contact.

3.4.4 No Lobbying

Bidders must not, in relation to this ITT or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful bidder(s).

3.4.5 Illegal or Unethical Conduct

Bidders must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Bidders must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate

communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Owner; deceitfulness; submitting bids containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this ITT.

3.4.6 Past Performance or Past Conduct

The Owner may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) The refusal of the supplier to honour submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the Owner, in its sole and absolute discretion, to have constituted a Conflict of Interest.

In addition, the Owner may suspend the bidding privileges of a supplier in regard to non-compliant or substandard performance in accordance with section 26 of the *Public Procurement Regulations*.

3.5 Confidential Information

3.5.1 Confidential Information of the Owner

All information provided by or obtained from the Owner in any form in connection with this ITT either before or after the issuance of this ITT:

- (a) is the sole property of the Owner and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this ITT and the performance of the Agreement;
- (c) must not be disclosed without prior written authorization from the Owner; and
- (d) must be returned by the bidder to the Owner immediately upon the request of the Owner.

3.5.2 Confidential Information of Bidder

This procurement process is subject to the *Access to Information and Protection of Privacy Act, 2015 (ATIPPA, 2015)*. A bidder must identify any information in its bid or any accompanying documentation supplied in confidence for which confidentiality is requested to be maintained by the Owner. The confidentiality of such information will be maintained by the Owner, except as otherwise required by law or by order of a court or tribunal. Bidders are advised that their bids will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Owner to advise or assist with the ITT process, including the evaluation of bids.

The proponent agrees that any specific information in its submission that may qualify for an exemption from disclosure under subsection 39(1) of the *ATIPPA, 2015* has been identified in its submission. If no specific information has been identified it is assumed that, in the opinion of

the proponent, there is no specific information that qualifies for an exemption under the subsection 39(1) of the *ATIPPA, 2015*.

Contracting with the Owner is a public process. Information provided through this process will be disclosed when requested under the *ATIPPA, 2015*, except where disclosure of that information is harmful to the business' interests, as set out in the three-part test in the *ATIPPA, 2015*.

Information, including the financial value of a contract resulting from this procurement process, will be publicly released as part of the award notification process, in accordance with section 30 of the *Public Procurement Regulations*.

If a bidder has any questions about the collection and use of personal information pursuant to this ITT, questions are to be submitted to the ITT Contact. Further information relating to subsection 39(1) of the *ATIPPA, 2015* is provided in guidance documents available through the Office of the Information and Privacy Commissioner at <https://oipc.nl.ca/guidance/documents>.

3.6 Reserved Rights and Limitation of Liability

3.6.1 Reserved Rights of the Owner

The Owner reserves the right to:

- (a) make public the names of any or all bidders as well as bid price and value of contract;
- (b) make changes, including substantial changes, to this ITT provided that those changes are issued by way of addendum in the manner set out in this ITT;
- (c) request written clarification or the submission of supplementary written information in relation to the clarification request from any bidder and incorporate a bidder's response to that request for clarification into the bidder's bid. This shall not be an opportunity for bid repair;
- (d) assess a bidder's bid on the basis of: (i) a financial analysis determining the actual cost of the bid when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established); and (ii) in addition to any other evaluation criteria or considerations set out in this ITT, consider any other relevant information that arises during this ITT process;
- (e) waive formalities and accept bids that substantially comply with the requirements of this ITT;
- (f) verify with any bidder or with a third party any information set out in a bid;
- (g) check references other than those provided by any bidder;

- (h) disqualify a bidder, rescind a notice of selection or terminate a contract subsequently entered into if the bidder has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;
- (i) cancel this ITT process at any stage;
- (j) cancel this ITT process at any stage and issue a new ITT for the same or similar deliverables;
- (k) accept any bid in whole or in part; or
- (l) reject any or all bids;

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

3.6.2 Limitation of Liability

By submitting a bid, each bidder agrees that:

- (a) neither the Owner nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this ITT process including but not limited to costs of preparation of the bid, loss of profits, loss of opportunity or for any other claim; and
- (b) the bidder waives any right to or claim for any compensation of any kind whatsoever, including claims for costs of preparation of the bid, loss of profit or loss of opportunity by reason of the Owner's decision not to accept the bid submitted by the bidder, to enter into an agreement with any other bidder or to cancel this bidding process, and the bidder shall be deemed to have agreed to waive such right or claim.

3.7 Governing Law and Interpretation

These Terms and Conditions of the ITT Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the Owner; and
- (c) are to be governed by and construed in accordance with the laws of the Province of Newfoundland & Labrador and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

The tender validity review has been completed relevant to **Tender # 2021-01-ITT-PW** Standing Offer Agreement for Heavy Equipment Rental and Material

WITNESSETH that in consideration of the covenants, agreements and conditions therein contained, the parties hereto agree to the terms and conditions of the Tender Package including any and all addendums and the Tender Bid submitted by the Contractor on _____.

All securities pertinent documentation required within the tender document must be renewed prior the commencement of the contract period.

IN WITNESS WHEREOF the parties hereto have hereunto their hands and seals subscribed and set the day and year first before written.

THE CORPORATE SEAL

TOWN OF PLACENTIA

of the Town of Placentia

was hereunto affixed at

_____ in

the Province of Newfoundland

on the _____ day of

_____, 2021.

Mayor

Witness

THE CORPORATE SEAL

CONTRACTOR

Of the Contractor was

hereunto affixed at

_____ in

the Province of Newfoundland

on the _____ day of

_____, 2021.

Name of Company

Company Signatory

Witness

APPENDIX B – SUBMISSION FORM

1. Bidder Information

Please fill out the following form, naming one person to be the bidder's contact for the ITT process and for any clarifications or communication that might be necessary.	
Full Legal Name of Bidder:	
Any Other Relevant Name under which Bidder Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Bidder Contact Name and Title:	
Bidder Contact Phone:	
Bidder Contact Fax:	
Bidder Contact Email:	

2. Offer

The bidder has carefully examined the ITT documents and has a clear and comprehensive knowledge of the Deliverables required under the ITT. By submitting a bid, the bidder agrees and consents to the terms, conditions and provisions of the ITT, including the Form of Agreement, and offers to provide the Deliverables in accordance therewith at the rates set out in the completed Pricing Form (Appendix C).

3. Rates

The bidder has submitted its rates in accordance with the instructions in the ITT and in the Pricing Form (Appendix C). The bidder confirms that it has factored all of the provisions of Appendix A, including insurance and indemnity requirements, into its pricing assumptions and calculations.

4. Addenda

The bidder is deemed to have read and accepted all addenda issued by the Owner. The onus is on bidders to make any necessary amendments to their bids based on the addenda. The bidder is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word "None", on the following line:

_____. Bidders who fail to complete this section will be deemed to have received all posted addenda.

5. No Prohibited Conduct

The bidder declares that it has not engaged in any conduct prohibited by this ITT.

6. Disclosure of Information

The bidder hereby agrees that any information provided in this bid, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The bidder hereby consents to the disclosure, on a confidential basis, of this bid by the Owner to the advisers retained by the Owner to advise or assist with the ITT process, including with respect to the evaluation of this bid.

7. Bid Irrevocable

The bidder agrees that its tender shall be irrevocable for a period of **60** days following the Submission Deadline.

8. Execution of Agreement

The bidder agrees that in the event its bid is selected by the Owner, in whole or in part, it will finalize and execute the Agreement in the form set out in Appendix A to this ITT in accordance with the terms of this ITT.

Signature of Witness

Signature of Bidder Representative

Name of Witness

Name of Bidder Representative

Title of Bidder Representative

Date

I have the authority to bind the bidder.

APPENDIX C –PRICING FORM

1. Instructions on How to Complete Pricing Form

Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.

Rates quoted by the bidder must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to the Owner, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

2. Evaluation of Pricing

Price will be evaluated based on lowest price for each individual piece of equipment.

3. Pricing Form

Equipment ID	Hourly Rate	Hourly Rate Plus HST
Excavator 15t Minimum		
Mini Excavator		
Rubber Tire Backhoe		
Tandem Truck		
Grader		
Boom truck 15t Minimum		
Combination truck (Jet/Vacuum)		
Vacuum Truck		
Semi Dump Truck		

Tonne of Class A Supplied		
Tonne of Pit Run Supplied		

APPENDIX D – ITTPARTICULARS

A. THE DELIVERABLES

The Town of Placentia is requesting all inclusive hourly heavy equipment rental rates. The rate submitted in the price form for each individual piece of equipment quoted will include all costs for the hourly rental of that piece of equipment including but not limited to labour, mobilization, fuel and insurances.

- A response time of 1 hour is required with a qualified equipment operator and equipment in good working order.
- If unable to reach lowest bidder via supplied contact number the Town reserves the right to contact the next lowest bidder immediately for urgent work and within 1 hour for planned work.
- In case of emergency the town reserves the right to award work to bidder with quickest available response time.
- In the rare occurrence that equipment supplied is not deemed adequate for required task due to nature of work, for example; limitations of physical size, capability or equipment design the next lowest bidder will be contacted.

B. MATERIAL DISCLOSURES

There will be a minimum callout of 4 hours per piece of equipment. This will cover cost of mobilization and de-mobilization.

In cases where more than 1 piece of equipment is required a total combined price will be used to determine who will be contacted.

Price agreement will be in place until March 1, 2022

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix B)

Each bid must include a Submission Form (Appendix B) completed and signed by an authorized representative of the bidder.

2. Pricing Form (Appendix C)

Each bid must include a Pricing Form (Appendix C) completed according to the instructions contained in the form.

3. **Bid Security**

NA

4. **Other Mandatory Submission Requirements**

Please supply the following information:

- Proof of ownership or availability of equipment quoted. (Not required for bidding on material Supply)
- Equipment information. (Not required for bidding on material Supply)
- List of qualified operators and their licences. (Not required for bidding on material Supply)
- Letter of good standing from WorkplaceNL.
- Proof of The Commercial General Liability Insurance and shall have a minimum value of \$2 Million limit of liability.
- Name, email, phone number of primary contact for rental of equipment.

D. MANDATORY TECHNICAL REQUIREMENTS

NA

E. PRE-CONDITIONS OF AWARD

NA