



## WINTER SAND SUPPLY AND DELIVERY

PCSP-PW-2023-21

Submissions marked “WINTER SAND SUPPLY AND DELIVERY” will be received at The Town of Portugal Cove – St. Philip's, Town Hall, 1119 Thorburn Road, NL, A1M 1T6 up to 2:30pm NDT July 28, 2023.

Please submit your inquiries by email to [procurement@pcsp.ca](mailto:procurement@pcsp.ca)

Closing Date: 2:30 pm NDT, July 28, 2023.

Opening Date: 2:30 pm NDT, July 28, 2023.

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## TENDER/BID DOCUMENTS

### 1.0 STANDARD TERMS & 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 Portugal Cove-St. Philip's (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.

### 2.0 GENERAL INSTRUCTIONS TO BIDDERS

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

**Tender PCSP-PW-2023-21 "WINTER SAND SUPPLY & DELIVERY"**

Addressed to:

**Public Works Manager  
Town of Portugal Cove-St. Philip's  
1119 Thorburn Road  
Portugal Cove-St. Philip's, NL A1M 1T6**

**Or**

Emailed to : **procurement@pcsp.ca**

2. 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.
3. The tender must be hand delivered, emailed or couriered to the address above. Oral, regular mail, telephoned, or faxed tenders will be rejected unless otherwise indicated in an addendum.
4. Tender will close at 2:30 pm NDT, July 28, 2023. ("Tender Closing Time"). Tenders received after that time will be rejected.
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.
6. Public tender opening will take place at the Town Hall, 1119 Thorburn Road, 2:30 pm NDT, July 28, 2023. ("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 Public Works Manager via electronic mail (alex.rogers@pcsp.ca) at least 72 hours prior to the Tender Closing Time with subject line of "QUESTION TENDER PCSP-PW-2023-21, WINTER SAND SUPPLY & DELIVERY." 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 Town of Portugal Cove-St. Philip's will not reimburse any Bidder for any expenses incurred in the preparation and submission of its tender.
9. The Bidder shall fill in all applicable spaces in the Tender/Bid Documents and shall have the tender forms executed by properly designated signing officers of its company or firm.
10. All bids must be typed or legibly drafted and submitted on the Tender/Bid Documents only. Specification sheets form part of the Tender/Bid Documents and shall not be removed.
11. All costs are to be quoted including shipping to a Town-owned facility or as outlined in the Special Instructions or Specifications. All shipping and delivery costs shall be at the expense of the Bidder.
12. Unless otherwise requested by the Town or noted in the Tender/Bid Documents, all prices are to be listed in Canadian dollars.

13. 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.
14. It is the responsibility of the Bidder to ensure quotations include all expenses, permits and other charges required to supply the goods and services unless otherwise specified in the tender. The successful Bidder shall comply with all Federal, Provincial and Municipal legislation.
15. Tenders which are incomplete or which have been altered in any way, including the making of additions, conditions, deletions or any other qualifications, may be rejected by the Town.
16. Any bid is an irrevocable offer and shall be valid and may not be withdrawn for a period of ninety (90) days following the Tender Closing Time.
17. 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.
18. The Town may seek clarification from and verify any or all information provided by a Bidder in its tender.
19. The Town will acknowledge acceptance of the successful tender bid in the form of a Tender Letter of Acceptance. The Tender Letter of Acceptance together with the Tender/Bid Documents shall constitute a contract binding on both parties.
20. Properly documented amendments to tender submissions by Bidders will be permitted up to the Tender Closing Time. Amendments must be submitted either in person or via courier. It is the responsibility of the Bidder to confirm receipt of the amendment.
21. Bids may be withdrawn without penalty if request is received prior to the Tender Closing Time. Requests for withdrawal can be made either by telephone or email to the Public Works Manager. It is the responsibility of the Bidder to confirm receipt of the withdrawal request.
22. 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.

### **3.0 GENERAL CONDITIONS**

1. Any deviations from specifications **must** be noted in the Specify Deviation/State Info. column on the Specifications form. The acceptance of any substitution with respect to specifications shall be

at the sole discretion of the Town and the Town's decision with respect to this acceptance shall be final.

2. 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.
3. 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.
4. Where there is question of general interpretation of these specifications, terms and conditions, the decision of the Town shall be final and binding.
5. Bidders are to ensure they understand the expected use for the requested product or service and submit their bid accordingly. Bidders will be deemed to have familiarized themselves with the existing conditions which may affect performance of required goods and/or services. No plea of ignorance of such conditions as a result of failure to make all necessary examinations will be accepted as a basis for any claims for extra compensation or an extension of time.
6. Units supplied will conform to all safety regulatory agencies applicable to Canada and the province of Newfoundland and Labrador.
7. The warranty period given by the Bidder will be taken into consideration before awarding the tender. The Bidder shall attach a copy of each equipment warranty to its tender. Failure to attach the warranty may invalidate the tender.
8. 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.
9. 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.

10. The Town assumes no responsibility for any oral instructions or suggestions. Any correspondence related to this tender must be directed to the Director, Public Works. Statements made by other persons, Town staff or not, will have no consequence.
11. The Town makes no guarantee of the value or volume of goods or work to be assigned to the successful Bidder. The tender is not an exclusive contract for the provision of the goods and/or services listed. The Town may contract with others for the same or similar goods and/or services to those described or may obtain the same or similar internally.
12. The Contract is to be construed and governed by the laws of the province of Newfoundland and Labrador.
13. 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.
14. 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.
15. The successful Bidder warrants that the shipping and handling of designated products and/or hazardous materials will be made in accordance with the applicable Federal, Provincial and Municipal legislation at the time of shipment.
16. Successful Bidders are responsible for adherence to all Canada Customs rules and regulations. Any and all errors and/or omissions which become apparent which result in penalties to the Town will result in the deduction for the value of those penalties from the successful Bidders invoice(s) so as to recover the Town's losses.
17. Delivered goods and services are to be in accordance with the quantity and the requirements as specified in the tender and any attached specifications and are subject to inspection and approval, following delivery for a period of not less than sixty (60) days, notwithstanding prior payment. In the event of any discrepancy of the order or if the goods are rejected by the Town, in its sole discretion, the Town is entitled to return such goods at the successful Bidder's expense and the successful Bidder shall credit the Town accordingly within fifteen (15) days of return of the goods.
18. The successful Bidder represents, warrants and covenants that the delivered goods do not infringe any patent, copyright, trademark or other intellectual or industrial property right.

19. The successful Bidder represents, warrants and covenants that the goods are new, unused, free of defects or deficiencies in design, materials or workmanship, conforming to all manufacturer and Town specifications and are fit for their ordinary purposes, unless the Town has made a particular purpose known to the successful Bidder, in which event the goods are fit for that particular purpose as well.
20. The successful Bidder warrants that all electrical and electronic components and equipment supplied under this Order shall be approved in accordance with the Canadian Electrical Code and must be certified so the intended use of the equipment in Canada is certified by an organization accredited to the Standards Council of Canada Act.
21. In the event of any breach of warranty at law or pursuant to the tender by the successful Bidder, at any time during the one year warranty period or manufacturer's warranty, whichever is longer, the successful Bidder shall, at the Town's option, repair or replace the goods with an equivalent or better product at no additional cost to the Town within fifteen (15) days of the Town's notification to do so.
22. Upon delivery of the product, the supplier shall obtain a signature/proof of delivery, of which a copy shall accompany the invoice.
23. The Bidder must be a manufacturer, a factory branch or an agent engaged in the business of selling, dealing in and servicing the equipment/material bid upon and must maintain a reasonable stock of parts, services to be provided upon request.
24. A hold back of 5% of the purchase price, up to but not exceeding \$5000.00 per unit, will be held until all additional and/or miscellaneous requirements specified in the tender are satisfied (e.g. manuals, orientation, training, spare tires, etc.).
25. Bid must be accompanied with full descriptive literature and specifications on unit(s) quoted.
26. A copy of equipment warranty shall be attached to each Bid Form by the Bidder.



#### 4.0 SPECIFICATIONS

##### Scope

This specification covers the requirements for the supply and delivery of 2,500 metric tonnes of winter sand to the Town of Portugal Cove-St. Philip's. The contract will be a standing offer covering a three (3) year period (2023-2026). With an option to continue the contract for one extra year.

The Town reserves the right to increase or decrease the required quantity of sand. No claims or unit price change will be considered for any adjustment in quantity.

Winter sand means a fine aggregate intended for application to roadways during winter conditions to improve frictional properties of the pavement surface.

##### Physical and Gradation Requirements

Materials shall be manufactured from natural aggregates and consist of sound and durable predominantly angular particles completely resistant to breakdown under traffic or freezing conditions.

Materials shall be composed of clean hard uncoated particles and shall be free from organic matter, clay lumps and deleterious materials such as shale, salts, ochre and schist. Pit run sand will not be accepted.

Materials shall conform to the gradation requirements as outlined in Table 1. The gradation shall not show marked fluctuations from opposite extremes of the limiting sizes and the plotted curve shall flow in a manner free from acute changes in direction.

TABLE 1 – GRADATION REQUIREMENTS	
Sieve Sizes	% Passing by Dry Weight
9.52 mm	100
4.76 mm	70 – 95
2.00 mm	50 – 80
0.420 mm	5 – 20
0.075 mm	0 – 6

##### Sampling & Inspection

Materials shall be sampled and inspected by the Town prior to bid acceptance and delivery at the site. This acceptance shall not preclude further stockpile sampling, which may or may not lead to material rejection.



The quantity of these tests shall be determined by the Town. They shall be sufficient in number to provide an acceptable product.

The Town reserves the right to place a Scale Checker at the Scale House Location.

### **Delivery**

Material shall be delivered at intervals and in volumes determined by the Town.

All materials shall be delivered directly to the Town's storage site located at Wharf Road in the Town of Portugal Cove-St. Philip's.

Materials are to be delivered within twenty-four (24) hours of a request for delivery by the Town.

Delivery of material is to start no earlier than October 1st of each year.

### **Measurement for Payment**

The measurement for payment will only be for those materials accepted for use under this specification. All materials shall be weighed and measured in tonnes rounded to one decimal place. The scales used for measurement shall conform to the requirements of Section 501, Weighing of Materials, Department of Works, Services and Transportation Specifications Book.

### **Additional Notes**

**Due to COVID – 19** the Town has changed some of the operating practices to ensure safety of staff and public. During this time electronic submissions will be accepted for this process, as well as a digital opening. Upon awarding of the contract, the proponent will have to ensure that the public health guidelines on COVID-19 are met for work completion.

We know this is a challenging time and we thank you for your co-operation and understanding.

### **Provincial Supplier Allowance**

In the evaluation of submissions, the Town must apply a ten per cent (10%) reduction to the bid price of a provincial supplier prior to the evaluation based on the thresholds for the Canadian Free Trade

Agreement (CFTA). The 10% reduction only needs to be applied when the evaluation includes suppliers that are not provincial suppliers.

The submission with the lowest price, following the application of the provincial supplier reduction allowance if required, and that meets all the requirements will ultimately be determined to be the preferred supplier and be awarded a contract if an award is made.

#### **ATIPPA**

The financial value of a contract resulting from this procurement process will be publicly released as part of the award notification process. This procurement process is subject to the Access to Information and Protection of Privacy Act, 2015. 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.



**BID SUMMARY SHEET**

Supply & Delivery Winter Sand	\$	/per tonne, HST excluded
<p>AFTER HAVING READ THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS TENDER, I/WE (NAME OF FIRM) _____ GUARANTEE DELIVERY OF THE MATERIAL TO THE TOWN OF PORTUGAL COVE-ST. PHILIP'S OVER A THREE (3) YEAR PERIOD (2020-2023) 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. As materials are associated with the delivery of winter snow clearing operations, time is of the essence with respect to material delivery.</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 Portugal Cove-St. Philip's to reject any and all bids.</p>		
<b>SIGNING OF TENDER BID</b>		
COMPANY NAME		
ADDRESS		
TELEPHONE #		
FAX NUMBER		
CONTACT NAME		
CONTACT EMAIL		
AUTHORIZED SIGNATURE	WITNESS SIGNATURE	
PRINTED NAME	PRINTED NAME	
DATE	DATE	

