

Town of South Bruce Peninsula

Tender PW 18-11

Curbside Garbage Collection

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The Town of South Bruce Peninsula is requesting tenders for weekly curbside collection and removal of garbage at residential and commercial establishments within the Town of South Bruce Peninsula limits. Sealed bids will be received at the Town of South Bruce Peninsula Municipal Office until **2:00 pm** local time on **July 6, 2018**.

Bid packages and details may be obtained from the Town of South Bruce Peninsula Municipal Office, at the address below, or on the Town website at

www.southbrucepeninsula.com

The tender submission shall include all pages of the Tender Forms, and be accompanied by a Bid Bond and a Consent of Surety for the Performance Bond, as specified in the tender document.

Tenders are subject to a formal contract being prepared and executed. Contract award is subject to Town of South Bruce Peninsula approval and subject to budgetary constraints. The lowest or any bid will not necessarily be accepted.

Chris Cornfield
Manager of Operations
Town of South Bruce Peninsula
315 George St., PO Box 310
Warton ON N0H 2T0
(519) 534-1400 ext. 131
tsbpopperations@bmts.com

Information to Bidders

1 General

Sealed tenders will be received until **July 6, 2018 at 2:00 pm** in a sealed envelope **clearly marked** with the following:

Curbside Garbage Collection
Tender PW 18-11

Town of South Bruce Peninsula
Attention: Chris Cornfield, Manager of Operations
315 George St, PO Box 310
Warton ON, N0H 2T0

The envelope must include the bidding company name and return mailing address.

The bid must be submitted on the tender forms as provided by the Town of South Bruce Peninsula. No changes may be made to bids after they have been received. If more than one (1) tender is submitted by a bidder, the only one considered and opened will be the envelope with the most recent time/date of receipt. Electronically transmitted tenders (i.e. fax or email) will not be considered.

2 Tender Requirements

The following **must** be completed and submitted with your bid:

- Tender Form T-1
- Tender Form T-2 – References and Related Experience
- Tender Form T-3 – Consent of Surety for the Performance Bond (50% of the total tender price)
- Bid Bond/Tender Deposit (10% of the total tender price)
- Proof of Ability (as specified within the Scope and Specifications – Section 6: Labour and Equipment)
- Statement by Bidder
- Addendum(s) (If any)

Bids will be disqualified if the envelope does not include the tender name and number and the bidder's name and address as bids will be disqualified if they are missing any of the required components.

Bidders are required to prepare their bid in accordance with this tender document, as well as the Town of South Bruce Peninsula's Purchasing Procedures

<https://southbrucepeninsula.civicweb.net/filepro/documents/33329?preview=42721>).

The successful bidder will be required to enter into a contract with the Terms and Conditions as set out in the tender.

Bids shall be submitted on our tender form.

The tender submission shall be accompanied by a Bid Bond in the amount of ten (10) percent of the total tender price and a Consent of Surety for the Performance Bond in the amount of 50% of the total tender price. The Bid Bond and Consent of Surety shall be provided in an acceptable form by an agency that is acceptable to the Town, and licensed in the Province of Ontario. Alternatively, the bidder may provide a certified cheque or bank draft payable to the Town of South Bruce Peninsula for the ten (10) percent of the total tender price in place of the Bid Bond. Upon tender award, the successful bidder shall furnish a fifty percent (50%) Performance Bond, as specified, prior to signing of the Contract, and the Bid Bond will be returned to the successful bidder.

Tenders that do not comply strictly with our terms and conditions or bids which are incomplete, obscure or made subject to further conditions or qualified may be rejected as informal or disqualified by the Town of South Bruce Peninsula.

A bid may be withdrawn any time prior to closing.

The Town does not bind itself to accept the lowest or any tender. Bids must be legible and completed in ink or typewritten with all blanks filled in.

3 Insurance

Upon award of the contract, the successful bidder must furnish to the Corporation, at his/her cost, a certified copy of a liability insurance policy. All minimum coverage is detailed below:

- \$5 million – general liability and automobile liability policies

Such policy shall contain:

- a “Cross Liability” clause or endorsement;
- an endorsement certifying that The Town of South Bruce Peninsula and the successful bidder are included as additional named insured;
- an endorsement to the effect that the policy or policies will not be altered, cancelled or allowed to lapse without thirty days prior written notice to the Corporation.

The Liability Insurance Policy and/or endorsements shall be satisfactory to the Corporation. The insurance coverage noted above shall be maintained in force throughout the term of the successful bidder’s contract agreement.

4 Equipment

The successful bidder shall furnish and maintain all such equipment as is considered necessary for conducting the work in an acceptable manner and at a satisfactory rate of progress. All equipment, tools, and machinery used for handling materials and executing any part of the work shall be maintained in a satisfactory, safe efficient working condition. Equipment used by the successful bidder shall be such that no injury to the workers or property will result from its use. The successful bidder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and services performed hereunder. The successful bidder shall provide reasonable protection to prevent property loss or damage and/or personal injury to persons, including but not limited to employees performing such work and all other persons who may be affected thereby.

The successful bidder shall be responsible and accept all liability for the licensing, inspections and any compliance with federal, provincial or municipal laws as they pertain to the vehicles to be used. Furthermore, the successful bidder will furnish to the Town any and all vehicle safety certificates on the vehicles to be used under the contract if requested.

Where a vehicle is hauling material for use in the contract, in whole or in part upon a public highway and where motor vehicle registration is required for such vehicle, the contractor shall not cause or permit such vehicle to be loaded beyond the legal limit as specified under the *Highway Traffic Act*, whether such vehicle is registered in the name of the contractor or otherwise.

The equipment must be capable of adjustment to suit all operating conditions. Bidders shall make available all equipment for inspection by the Town prior to execution of the contract.

The Town reserves the right at its sole discretion to reject any bid submission or not enter into an agreement with any bidder if it is felt that any equipment is inappropriate for the execution of the contract.

5 Bribery or Corrupt Practice

Should the successful bidder or any of his agents give, or offer any gratuity to, or attempt to bribe or influence any member of the Town Council, officers or servants of the Town, the Town of South Bruce Peninsula shall be at liberty to cancel the contract forthwith or to direct the Town to take the whole or any part of the works out of the hands of the successful bidder under the same provisions as those specified.

6 Assignment and Sub-Letting

Potential bidders should be aware that the successful contractor shall not assign or sublet the contract or any part thereof or any benefit or interest therein or thereunder, without the written consent of the Town of South Bruce Peninsula.

7 Employees

The successful bidder agrees that the Town of South Bruce Peninsula is not to be deemed the employer of the successful bidder nor its personnel under any circumstances whatsoever.

Should any overseer, mechanic, driver or workman employed on or about the work or in connection therewith give any just cause for complaint, the Town shall notify the successful bidder, in writing, stating the reasons therefore and the successful bidder shall dismiss such persons forthwith and he shall not again be employed by the successful bidder on any Town of South Bruce Peninsula work without the written consent of the Town.

8 No Smoking Policy

The successful bidder, as well as their employee(s), must at all times abide by the Town's No Smoking Policy, Policy D.6.1, as well as any and all provincial and federal smoking regulations, when performing the work under the contract agreement.

9 Working Safely

The successful bidder shall provide adequate protection for workers and the public at all times under the applicable Federal and Provincial Statutes, in accordance with all municipal by-laws and regulations together with any additional safety measures that may be necessary. The successful bidder shall provide and maintain the necessary first aid items and equipment as called for under the First Aid Regulations of the Workplace Safety and Insurance Act and Occupational Health and Safety Act, and the Ontario Electrical Safety Code as applicable to the scope of work.

The successful bidder shall ensure that all employees are provided with and instructed in the use of safety equipment as required by the Occupational Health and Safety Act and by other regulations. Normal safety precautions should be observed while around and operating equipment.

The successful bidder shall observe and comply with all Municipal and Provincial safety regulations and shall obtain and pay for all permits, fees, etc. that may be applicable in carrying out the work.

The successful bidder must ensure that during the performance of the work of the contract, its personnel are equipped and wear appropriate personal protective equipment: footwear, head protection, etc.

A copy of the Health and Safety Policies of the Town of South Bruce Peninsula is available to the successful bidder upon request. The successful bidder is required to comply at a minimum with the safety standards of the Town of South Bruce Peninsula. The successful bidder shall provide a copy of their own Health and Safety Policy upon request.

The Town of South Bruce Peninsula retains the right to stop the successful bidder's work without penalty to the Corporation if the bidder does not comply with the Occupational Health and Safety Act, and the Health and Safety Policies and Procedures of the Town of South Bruce Peninsula, or creates an unacceptable health and safety hazard.

The successful bidder shall be responsible for and shall pay all dues and assessments payable under the *Workplace Safety and Insurance Act*, the *Employment Insurance Act* or any other *Act*, whether Provincial or Federal, in respect to all his employees or operations and shall, upon request, furnish the Town of South Bruce Peninsula with satisfactory evidence that as, the successful bidder, the provisions of any act have been complied with.

The successful bidder will provide to the Town a WSIB Clearance Certificate or proof of WSIB Independent Operator Status prior to the execution of any contract.

10 Accessibility Regulations for Contracted Services

In accordance with Ontario Regulation 429/07, Accessibility Standards for Customer Service Sect. 6, every provider of goods and services shall ensure that every person who deals with members of the public or participates in the developing of the service providers policies, practices and procedures governing the provision of goods and services to members of the public, shall be trained on the following:

1. How to interact and communicate with persons with various types of disability.
2. How to interact with persons with disabilities who use assistive devices or require the assistance of a guide animal, or a support person.
3. How to use equipment that is available on premises that may help in the provision of goods or services.
4. What to do if a person with a particular type of disability is having difficulty accessing the provider's goods or services.
5. Information on the policies, practices and procedures governing the provision of goods and services to people with disabilities.

Contracted employees, third party employees, agents and others that provide customer service on behalf of the Town of South Bruce Peninsula must meet the requirements of Ontario Regulation 429/07 with regard to training. In accordance with Ontario Regulation 429/07 a document describing the training policy, a summary of the contents of the training and details of training dates and attendees must be submitted to the Town of South Bruce Peninsula upon request.

11 Other Rights

No tender, proposal, or quotation will be accepted from any person or company which has a claim or instituted a legal proceeding against the Town or against whom the Town has a claim or instituted a legal proceeding with respect to any previous contract without prior approval of Council.

12 Cancellation

The Town reserves the right to immediately terminate the agreement at its own discretion, as a result of non-performance, late deliveries, inferior quality, pricing problems, etc. If the successful bidder should neglect to execute the work properly, or fail to perform any of the work that is part of the project, the Town, after three (3) business days' written notice to the successful bidder, may, without prejudice to any other remedy in existence, make good such deficiencies and may deduct the cost thereof from any payment then and thereafter due to the successful bidder. Continued failure by the successful bidder to execute the work properly shall result in a termination of the agreement. The Town shall provide written notice of termination. The Town may elect to terminate the agreement if the original terms and conditions are significantly changed, after giving thirty (30) calendar days written notice to the successful bidder. Failure to maintain the required documentation during the term of the agreement may result in suspension of the work activities and/or cancellation of the agreement

13 Payments

Payment by the Town of South Bruce Peninsula to the successful bidder will be made in accordance with the tender submission. Upon completion of each month the successful bidder will submit an invoice to the Town of South Bruce Peninsula. The successful bidder's invoice will set out the unit price in accordance with the bid submission, and the period of time the invoice covers. Payment by the Town of South Bruce Peninsula to the successful bidder will be made within forty five (45) days of the date of the delivery of the invoice.

14 Sales Tax

The bidder will not include the Harmonized Sales Tax (HST) in the tender prices.

Scope and Specifications

1 Scope of Work

The Town of South Bruce Peninsula is requesting tenders for the weekly curbside collection of residential and commercial garbage within the Town. The successful bidder will be required to travel all public streets and some private roads, stopping at every residential or commercial unit, as outlined in this tender, within the Town limits for "curbside" pick up, in accordance with the current Waste Management By-Law of the Town of South Bruce Peninsula. The successful bidder will be required to deposit the collected refuse at the Town Landfill site, or such other location as may be designated by the Town. All such work shall be performed by the successful bidder in accordance with the attached specifications. The successful bidder will be required to provide, at their own expense, all and every kind of labour, vehicles, tools, equipment, articles and things necessary for the due execution of the work set out or referred to in the specifications.

The contract will be for a three-year term beginning January 1, 2019 and expiring December 31, 2021, with two optional one-year extensions based upon satisfactory performance and approval from the Town. The collection duties of the successful bidder will commence at 12:01 a.m. on the 1st day of January 2019 and expire at 11:59 p.m. on the 31st day of December 2021 unless extended to the 31st day of December 2023.

All enquiries should be directed in writing to Chris Cornfield, Manager of Operations by e-mail to tsbpopperations@bmts.com. Bidders making inquiries will be provided with a written reply. Inquiries that require an addendum will be posted on the Town website. The deadline for questions will be June 25, 2018 at 12:00 pm noon, with the Town issuing any potential addendums by June 26, 2018. Bidders are required to monitor the Town's website for any addendums.

2 Specifications

Curbside garbage collection shall be carried out on a weekly basis, beginning no earlier than 7:00 a.m. and completed by 5:00 p.m. on the day of collection, and is subject to change. The successful bidder will be required to collect the garbage in accordance with the Town of South Bruce Peninsula Waste Management By-Law, as amended from time to time, as well as subsequent by-laws as passed by Council. A copy of the current Waste Management By-Law #74-2017 is available on the Town website at: <https://southbrucepeninsula.civicweb.net/filepro/documents/73186?preview=76482>

No collection shall be made on Sundays, Good Friday, Christmas Day or New Year's Day. The regular collection schedule is expected to continue uninterrupted on the statutory holidays not listed above.

When a holiday is observed by the successful bidder, collection shall be rescheduled so as to be completed within the calendar week. The successful bidder will coordinate with Town staff to negotiate the change and to advertise all changes to collection schedules occasioned by observance of a holiday.

If severe weather conditions do not allow regular schedules to proceed, the successful bidder shall notify the Town immediately. The successful bidder shall coordinate with the Town to reschedule the missed collection day.

The successful bidder must acknowledge the user pay garbage system within the Town of South Bruce Peninsula, as set out in the Town's Waste Management By-Law, and must agree to abide by the by-law. The successful bidder will be required to assist the Town in policing the by-law, including but not necessarily limited to, placing rejection stickers on non-complying refuse, reporting offenders to the Public Works Department, meeting with offenders to explain the offence and find solutions, reporting the public's damaged or poor state of repair garbage boxes/receptacles to the Town, and to assist the Public Works Department to make the system run efficiently. Upon request from the Town, the successful bidder will be required to monitor and track incoming calls/complaints and provide the information to the Town.

There are roads within the Town that do not receive garbage collection services but may require collection at the intersection of the nearest serviced road. There are also roads that are collected on a seasonal basis from May 1st to October 31st, but may require collection at the intersection of the nearest serviced road from November 1st to April 30th. A list of these roads can be found in the current Waste Management By-Law #74-2017, at the link listed above.

All garbage collection complaints and issues will be handled by the successful bidder. It is the responsibility of the successful bidder to receive calls and investigate all complaints and questions. If and when calls come to Town staff, the Town will provide the customer with the successful bidder's phone number only.

3 Routes/Collection Days

The garbage collection section areas are described as:

Section 1 (North)

Former Township of Albemarle, plus area north of Bruce Road 13, pick-up of Bruce Rd. #13 (east/west section), pick-up of Bryant St. and Amabel/Albemarle Boundary.

Section 2 (Oliphant)

Area from Sauble River north to Amabel/Albemarle Boundary and pick-up of Bruce Rd. #13 (north/south section, Sauble Falls Parkway))

Section 3 (Wiarnton)

Area of former Town of Wiarnton including Old Oliphant Rd. to Bruce Road 13

Section 4 and 4B (Sauble Beach)

Area from south boundary with Saugeen Indian Reserve north to Sauble River, including all built up areas or subdivisions at Sauble (excluding East of Jewel Bridge).

Section 5 (Rural Amabel 1)

Area south of Bruce Road 13 from Highway 6, easterly (excluding Wiarnton) to and including all subdivisions off Bruce Road 8 (ex. Clifford Subdivision) plus the former Village of Hepworth, plus the pick-up of Bruce Road 8 from Hepworth to Sauble Beach (including East of Jewel Bridge and Dorena Cres.)

Section 6 (Rural Amabel 2)

Area from Highway 21, north to the south side of Bruce Road 8, to include all areas not included in any other section.

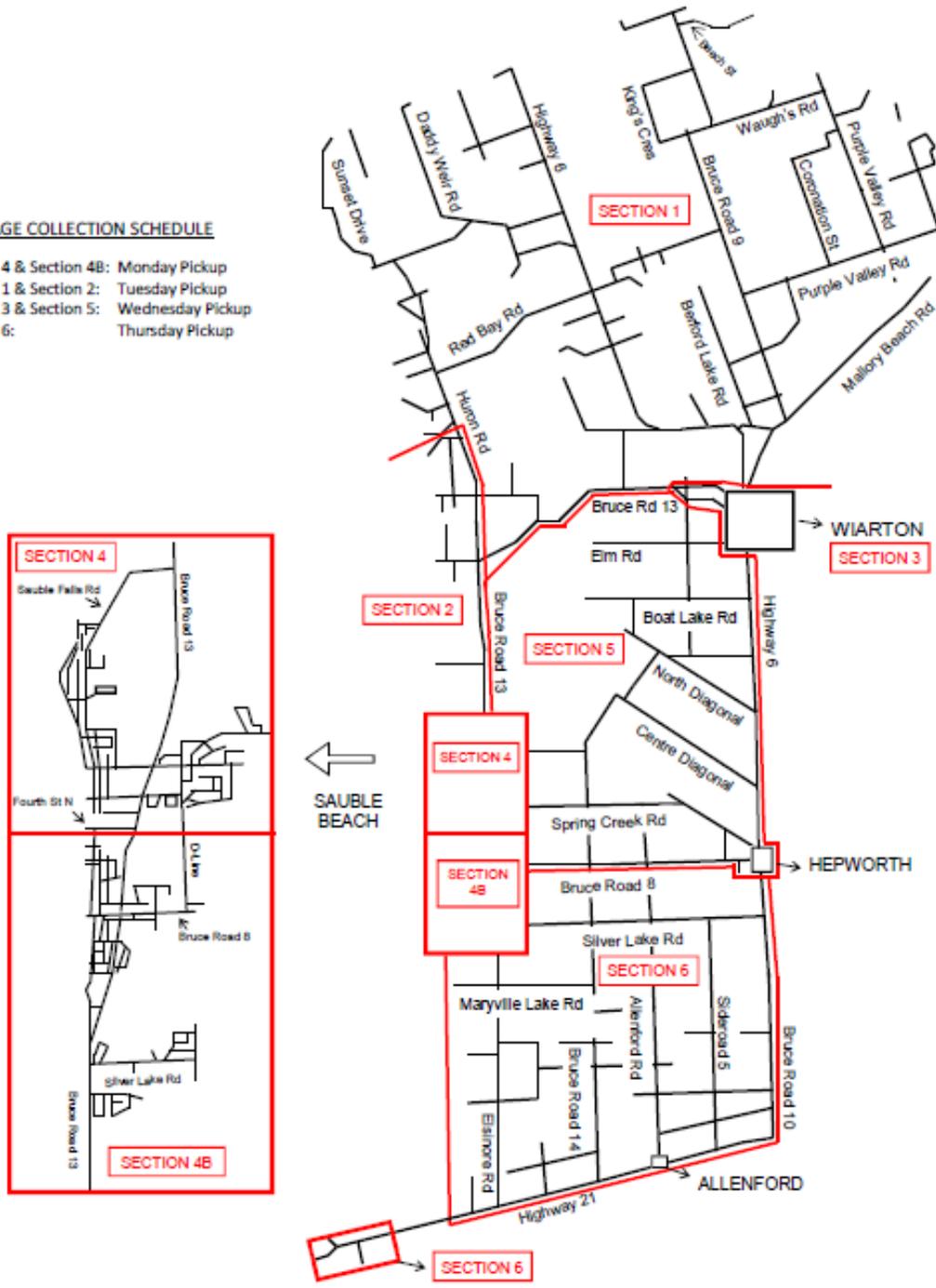
Please Note that Jewel Bridge on Jewel Bridge Road is posted as a reduced load limit of 5 tonnes - No Trucks and the routes have been altered to reflect this. The successful bidder will be required to conduct the routes to avoid travel over Jewel Bridge. Similarly, should any of the Town's roads become impassable due to bridge closures, or road closures due to washouts or water flowing over the road during spring run-off, the successful bidder will be required to alter their collection runs, at no additional cost to the Town, to collect all curbside garbage from both sides of the closure(s).

Routes and collection days are included below within the enclosed map.

South Bruce Peninsula, Town of

GARBAGE COLLECTION SCHEDULE

- Section 4 & Section 4B: Monday Pickup
- Section 1 & Section 2: Tuesday Pickup
- Section 3 & Section 5: Wednesday Pickup
- Section 6: Thursday Pickup



4 Missed Collections/Labour Disruptions

If the Town determines that they must carry out any part of the contract work, the successful bidder shall be invoiced for the work undertaken, or the amount owing will be taken from the performance security.

If the successful bidder is delayed in the performance of the work by labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized Contractor's Association of which the successful bidder is a member), fire, unusual delay by common carriers or unavoidable casualties or, without limit to any of the foregoing, by any cause of any kind whatsoever beyond the successful bidder's control; then, the contract term shall be extended for such reasonable time as may be mutually decided, but in no case shall the extension of time be less than the time lost as the result of the event causing the delay, unless such shorter extension of time be agreed to by the successful bidder.

5 Landfill Site

All material that is collected is to be deposited at the Amabel Landfill Site, located at 1249 Sauble Falls Parkway, in accordance with the current Waste Management By-Law and in the areas specified by the Waste Disposal Attendant.

Access to the Landfill Site during required collection days will be provided between the hours of 7:00 am and 5:00 pm and will be facilitated by the Town of South Bruce Peninsula. During collection days when the landfill is closed to the public, the successful bidder will be provided access to the landfill. The Landfill Site shall be closed on statutory holidays and Remembrance Day (November 11).

The successful bidder will be required to self-weigh their load at the landfill and record the total weight and tare weight of the vehicle. The record of weights will be provided monthly to the Town of South Bruce Peninsula. The Town will also record total weight and tare weight for purposes of cross-referencing.

Lack of compliance with this requirement or misrepresentation will be considered a breach of the terms and conditions of this contract and may result in termination of the agreement at the sole discretion of the Town.

6 Labour and Equipment

The successful bidder must ensure that all employees engaged in the collection services maintain, at all times while so engaged, a high degree of cleanliness.

The successful bidder will be responsible for maintenance, repairs and all other operating costs of the equipment supplied including fuel, licensing, insurance, washing,

storage, etc. The successful bidder shall, at all times, provide, fully maintain, and operate a sufficient number of vehicles to perform the collection services specified herein. Units to be used for collection services must have fully enclosed, drip-proof steel bodies of sufficient capacity, capable of loading, compacting and unloading the refuse mechanically, mounted on adequate truck chassis, all to the approval of the Town.

The Town shall have the right to cause the successful bidder at any time after the commencement of the contract operation to increase the number of collection units to such numbers as may be determined by the Town, thereby ensuring adequate performance of the contract.

Some public and private roads may require smaller equipment for pick up and the contractor must drive these roads prior to bidding to assure they have the proper equipment.

All vehicles must contain the required current Provincial Safety Certificate. Upon request of the Town, the successful bidder shall provide new copies of Certificates on an annual basis.

Trucks must be equipped with a radio or cellular telephone which would allow the successful bidder's office to contact the trucks.

The successful bidder must be competent and capable of performing the scope of work and collection services specified. Bidders shall provide with their tender submission, on their own letterhead, the following information as proof of ability:

- Type of organization (ex. limited company, partnership, individual ownership, etc.);
- Physical and Mailing Address;
- Ministry of Environment Registration Number;
- Number of persons employed;
- Number of persons to be employed under this tender;
- Number of years in refuse collection operations or fleet operations;
- List of other municipalities, individuals or companies currently or previously contracted with for similar services;
- The number, type, and details of vehicles and equipment proposed to be used on this contract;
- Copy of the vehicle safety certificates; and
- Any additional pertinent information may be supplied at the bidder's option

The Town will only consider awarding the contract to a bidder who furnishes satisfactory evidence of sufficient experience in this class of work, or who has sufficient capital and vehicles and equipment to enable him/her to complete the work successfully during the term of the contract.

All equipment used by the successful bidder must be kept clean at all times. The successful bidder shall be prohibited from displaying any advertising matter whatsoever

on any of the collection units operated under the provisions of the contract. The Town may require the successful bidder to display markings on his/her vehicle and containers, as determined by the Town. The successful bidder may display company names etc. as required by provincial legislation.

7 References and Related Experience

On the attached form, please provide at minimum, three (3) references of municipalities that your company has provided similar services in the past. References will be for contracts equal or greater in value and service requirements outlined in this tender call. Bidders shall obtain permission from the references provided to use their names; the Town may contact any/all references provided. Failure of bidders to provide these references will invalidate the bid.

Bidders are required to enclose with their bid submission a list of any sub-contractors for work being performed; the Town reserves the right to approve or reject any/all sub-contractor(s).

Tender Form T-1

Item	Item Description	Unit	Unit Quantity	Unit Price	Total Price (Excluding HST)
1	Curbside Garbage Collection – Year 1 (2019)	month	12	\$	\$
2	Curbside Garbage Collection – Year 2 (2020)	month	12	\$	\$
3	Curbside Garbage Collection – Year 3 (2021)	month	12	\$	\$
Total Price for Items 1 – 3 (Excluding HST)					\$
Optional Two One-Year Contract Extensions*					
4	Curbside Garbage Collection – Year 4 (2022)	month	12	\$	\$
5	Curbside Garbage Collection – Year 5 (2023)	month	12	\$	\$
Total Price for All Items (Excluding HST)					\$

* based upon satisfactory performance and approval from the Town

Company Name

Signature of Authorized Person

Name (Please Print)

Address

E-mail Address

Phone

Fax

Date

Bidder's Initials

Subcontractors: Enclose a list of any sub-contractors for work being performed; the Town reserves the right to approve or reject any/all sub-contractor(s)

Tender Form T-2

References and Related Experience

Please provide at minimum, three (3) references of municipalities that your company has provided similar services in the past. References will be for contracts equal or greater in value and service requirements outlined in this tender call. Bidders shall obtain permission from the references provided to use their names; the Town may contact any/all references provided. Failure to provide these references will invalidate the bid.

Description of Project/Contract	Municipality, Contact Name and Phone Number	Value of Contract	Year and Month of Contract

Company Name

Bidder's Initials

Tender Form T-3

Consent of the Surety Company Performance Bond

Should it be required, we, the undersigned, _____

Do hereby undertake and agree to become bound to the Town of South Bruce Peninsula in terms satisfactory to the said Town for Fifty percent (50%) of the Contract Price for the fulfillment of the Contract as specified herein if the said Contract is awarded to

of _____

Dated at _____, this _____

day of _____, 20_____.

Name of Company

Signature of Legal Signing Authority



Statement by Bidder

Bid Document Name: Curbside Garbage Collection

Bid Document Number: PW 18-11

Bidder Company Name: _____

Bidder Company Address: _____

1. I/We have reviewed all terms and conditions of all forms included as part of this bid package.
2. I/We have read and understand all of the terms and conditions of the forms included as part of this bid package.
3. I/We understand that if our bid is successful, all requirements of the successful bidder as outlined in this bid document will be completed by the time and in the format required.

Dated at _____ this _____ day of _____, 20____.

Witness

Signature of Authorized Person

Name (Please Print)

Position