



Town of South Bruce Peninsula

Tender 19-12

**Park Garbage Receptacle Collection,
Sauble Beach Garbage Receptacle Collection,
and
Curbside Garbage and Recycling Collection at Chesley Lake**

Town of South Bruce Peninsula

Tender 19-12

Park Garbage Receptacle Collection, Sauble Beach Garbage Receptacle Collection, and Curbside Garbage and Recycling Collection at Chesley Lake

The Town of South Bruce Peninsula is requesting tenders for the collection of bagged garbage from receptacles in parks areas within the Town, Sauble Beach, as well as the collection of curbside garbage and recycling from specified properties at Chesley Lake. Sealed bids will be received at the Town of South Bruce Peninsula Municipal Office until **4:00 pm** local time on **April 12, 2019**.

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

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.

**Community Services Department
c/o Bill Klingenberg
Town of South Bruce Peninsula
315 George St., PO Box 310
Warton ON N0H 2T0
(519) 534-1400**

Information to Bidders

1 General

Sealed tenders will be received until **April 12, 2019 at 4:00 pm** in a sealed envelope clearly marked with the following:

**Park Garbage Receptacle Collection,
Sauble Beach Garbage Receptacle Collection and
Curbside Garbage and Recycling Collection at Chesley Lake**

Tender 19-12

Town of South Bruce Peninsula
Community Services Department
315 George St, PO Box 310
Wiarton 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.

Bidders will have the option of bidding on one or all three areas of the contract; the collection of garbage from receptacles in Sauble Beach, the receptacles at Town Parks, and the curbside garbage and recycling collection at Chesley Lake.

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 (ie. 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
- Tender Form T-3
- Tender Form T-4
- Tender Form T-5 – References and Related Experience
- Proof of Ability (as specified within the Scope and Specifications – Section 6: Labour and Equipment)
- Statement by Bidder
- Addendum(s) (If any)

The envelope is to include the bidding company name and return mailing address and

reference the tender number.

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 only, unless otherwise specified.

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.

Within the bid submission, if the amount bid for an item does not agree with the extension of the estimated quantity and the bid unit price, the unit price shall govern and the amount of the total bid price shall be corrected accordingly.

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:

- 1) Commercial General Liability insurance policy not less than \$5,000,000 per occurrence, which insures against third party claims for bodily injury (including death), personal injury and/or property damage as a result of actual or alleged negligence of the Contractor. This policy shall include:
 - a) The Town of South Bruce Peninsula as Additional Insured
 - b) Cross Liability / Severability of Interests clause
 - c) Contractual Liability
 - d) Minimum thirty (30) day's written notice of cancellation or non-renewal to the Municipality

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. Annual renewals must be provided to the Town.

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.

5 Bribery or Corrupt Practice

Should the successful bidder or any of his agents give, or offer any gratuity to, or attempt to bribe 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 no smoking regulations, when performing the work under the contract agreement.

9 Working Safely

A copy of the Health and Safety Policies of the Town of South Bruce Peninsula can be made available to the successful bidder. 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

The Contractor must adhere to legislation in accordance with Accessibility for Ontarians with Disabilities Act, 2005 and Ontario Regulation 429/07, Accessibility Standards for Customer Service.

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 Freedom of Information and Ownership of Documents

Any personal information required on the quotation forms is received under the authority of the Municipal Freedom of Information and Protection of Privacy Act. This information will be an integral component of the quote submission.

All written quotations received by the Town become a public record and once a quotation is accepted by the Town, all information contained in them is available to the public, including personal information. Bidders may mark any part of their submission as confidential except for the total contract/submission price and the bidder's name. The Town will use its best efforts not to disclose any information so marked but shall not be liable to a bidder where information is disclosed by virtue of an order of the Privacy Commissioner or otherwise as required by law. Upon award, the Town may release the name of the successful bidder and the total bid price of the successful bidder.

Questions about collection of personal information and the Municipal Freedom of Information and Protection of Privacy Act, as amended, should be directed to:

Town of South Bruce Peninsula
Attention: Clerk
315 George St, PO Box 310
Wiarton ON, N0H 2T0
519-534-1400 ext. 122

All documents, including proposals, submitted to the Town of South Bruce Peninsula will become the property of the Town. If bidders desire their quotation submission to be protected from disclosure under the above legislation, please provide a signed letter enclosed with the quotation outlining the part of the submission to be protected. This letter will not guarantee that there will never be disclosure, but it does lay the groundwork for handling an application for disclosure by a third party under this legislation.

13 Conflict of Interest

In addition to complying with the conflict of interest provisions, each bidder must declare in its submission any conflict of interest (actual or potential) which exists now or may exist in the future in respect of its participation in the quotation process, the submission of its quotation, and, if selected, the performance of its responsibilities. The Town will determine, in their sole discretion, whether any situation constitutes or may constitute a real or potential conflict of interest and reserves the right, in its sole discretion, to

disqualify any bidder.

Bidders must also describe in the quotation, their process for identifying, disclosing, reporting and dealing with conflicts of interest that may arise in the future.

14 Payments

Payment for services rendered by the Town of South Bruce Peninsula to the successful bidder will be made in accordance with Town policies. Upon completion of the work the successful bidder will submit an invoice to the Town of South Bruce Peninsula, which will be paid within forty five (45) days of the date of the delivery of the invoice.

15 Sales Tax

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

Scope and Specifications

1 Scope of Work

This request for tender is for the collection of bagged garbage from three scoped areas:

- 1) Receptacles on Main Street in Sauble Beach and along Sauble Beach;
- 2) Bluewater Park and Campground in Wiarton, and from the Colpoy's Dock area;
- 3) The collection of curbside garbage and recycling from specified properties at Chesley Lake.

Bidders will have the option of bidding on one or all three areas of the contract; the collection of garbage from receptacles in Sauble Beach, the receptacles at Town Parks, and the curbside garbage and recycling collection at Chesley Lake. Bidders must submit all tender forms provided with this document; those bidders only wanting to bid on one or two areas of the contract shall indicate "not applicable" on the tender form(s) they are not submitting a bid for.

The contract will be for a two (2) year term beginning May 1, 2019 and expiring December 31, 2020 with an option to renew for an additional two (2) years based on satisfactory performance and approval by the Town. Contract award is subject to budget limitations.

2 Sauble Beach Garbage Receptacle Collection

The successful bidder will be required to pick up bagged garbage from approximately 100 garbage receptacles located on Main Street in Sauble Beach and on the beach itself. Pick-up of the bagged garbage from these receptacles is to be completed three (3) times weekly from Victoria Day to June 15, then two (2) times daily on weekdays until the Labour Day weekend, with three times daily on Saturdays, Sundays, and recognised holidays until the Labour Day Weekend, reverting to three (3) times weekly between Labour Day and Thanksgiving. In addition, pickup will be required each day of the Victoria Day weekend. The Town will supply the bags used in each receptacle.

To perform the collection, it is expected that the successful bidder will drive their compaction/collection vehicle along Lakeshore Boulevard, collecting the bagged garbage from the garbage receptacles on the beach as they proceed. Placement of the receptacles will be on the beach side of the dunes near to the beach access points. Where possible, access for the compaction/collection vehicle will be made available for off-road garbage pickup.

The successful bidder will be required to operate their equipment in a safe manner, taking care and precautions to avoid the beach users and/or notify them of their route.

On Saturdays and Sundays for the months of July and August, and on long weekends, the successful bidder will be expected to have an additional person to assist the operator with the garbage pickup operation.

3 Bluewater Park and Campground Garbage Receptacle Collection

The successful bidder will be required to pick up bagged garbage from approximately 30 garbage receptacles within Bluewater Park and Campground in Warton. Pickup of the bagged garbage from these receptacles is to be completed two (2) times weekly (Saturday and Sunday) from June 25 to Labour Day. The Town will supply the bags used in each receptacle.

There are times that bagged garbage may be required to be collected on weekends from receptacles at the Colpoy's Dock north of Warton on Bruce Road 9. Should collection need to occur from this location it will be on an on-call basis and the Town will contact the successful bidder for the required collection. As a provisional item, bidders are asked to provide a cost per run to collect from this park area.

4 Chesley Lake Curbside Garbage and Recycling Collection

The successful bidder will be required to provide weekly curbside garbage and recycling collection on Wednesdays between May 1 and November 30 inclusive, for approximately 53 properties on the following roads in the Chesley Lake area:

- Sunnyview Drive (excluding Chesley Lake Camp);
- Sunny Crescent;
- Sunny Lane;
- Golf Course Road; and
- Tri Par Lane

Due to limited width and the inadequate turn-around areas at the end of these roads, a full-size garbage paker may not be able to navigate these roads; it is anticipated that a smaller garbage compaction truck will be required for collection.

The successful bidder will be required to collect the garbage and recycling 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 is available on the Town website at: <https://southbrucepeninsula.civicweb.net/filepro/documents/73186?preview=76482>

The successful bidder shall be responsible to deposit the collected garbage at the Town's landfill site, as directed by the Waste Disposal Attendant. The successful bidder shall be responsible to ensure the collected recyclable materials are sorted and deposited in the prospective bins at the landfill's recycling depot. As an alternative, the successful bidder can source their own means of recycling the materials at a location other than the Town's recycling depot, but the successful bidder shall be responsible for informing the Town of the monthly tonnage of the collected materials for the Town's records.

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. The hours of the Landfill Site are as follows:

May 1 – October 31	Tuesday to Saturday	8:30 am – 12:00 noon and 1:00 pm – 5:00 pm
June 15 – Labour Day	Monday	10:00 am – 2:00 pm
	Tuesday to Saturday	8:30 am – 12:00 noon and 1:00 pm – 5:00 pm
	Sunday	1:00 pm – 5:00 pm
(Only Bagged Garbage and Recycling on Sundays – no heavy material)		
November 1 – April 30	Tuesday, Friday and Saturday	8:30 am – 12:00 noon and 1:00 pm – 5:00 pm

Note: Landfill site hours are subject to change.

Access to the landfill site during required collection days will be facilitated by the Town of South Bruce Peninsula.

6 Labour and Equipment

The successful bidder must ensure that all of their employees engaged in the collection services maintain, at all times while so engaged, a high degree of cleanliness. The successful bidder will be expected to carry shovels and other like equipment to pick up and clean an area, if garbage bags are broken and garbage strewn about.

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 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.

Tender Form T-1 Sauble Beach Garbage Receptacles

Item	Item Description	Number of Runs	Price per Run	Total Price (Excluding HST)	Total Annual Price (Items a and b) (Excluding HST)
1	a Sauble Beach Garbage Receptacles – 2019	190*	\$	\$	\$
	b Additional person to assist during the second collection run (as specified) – 2019	15**	\$	\$	
2	a Sauble Beach Garbage Receptacles – 2020	190*	\$	\$	\$
	b Additional person to assist during the second collection run (as specified) – 2020	15**	\$	\$	
3	a Sauble Beach Garbage Receptacles – 2021	190*	\$	\$	\$
	b Additional person to assist during the second collection run (as specified) – 2021	15**	\$	\$	
4	a Sauble Beach Garbage Receptacles – 2022	190*	\$	\$	\$
	b Additional person to assist during the second collection run (as specified) – 2022	15**	\$	\$	
Total Price of Tender Form T-1 Items 1 – 4 (Excluding HST)					\$

*Number of Runs in Sauble Beach for each year is approximate and may vary slightly

**Number of Double Runs in Sauble Beach for each year is an estimate-only and the Town will not guarantee any number for each year

Note: Indicate “Not Applicable” on tender form if not bidding on this area

Company Name

Signature of Authorized Person

Tender Form T-2 Park and Campground Garbage Receptacles

Item	Item Description	Number of Runs	Price per Run	Total Price (Excluding HST)
1	Bluewater Park and Campground Garbage Receptacles – 2019	20*	\$	\$
2	Bluewater Park and Campground Garbage Receptacles – 2020	22*	\$	\$
3	Bluewater Park and Campground Garbage Receptacles – 2021	22*	\$	\$
4	Bluewater Park and Campground Garbage Receptacles – 2022	22*	\$	\$
Total Price of Items 1 – 4 (Excluding HST)				\$
5	<i>Provisional Item –</i> Colpoy’s Dock Garbage Receptacles-2019	10**	\$	\$
6	<i>Provisional Item –</i> Colpoy’s Dock Garbage Receptacles-2020	10**	\$	\$
7	<i>Provisional Item –</i> Colpoy’s Dock Garbage Receptacles-2021	10**	\$	\$
8	<i>Provisional Item –</i> Colpoy’s Dock Garbage Receptacles-2022	10**	\$	\$
Total Price of Items 5 – 8 (Excluding HST)				\$
Total Price of Tender Form T-2 Items 1 – 8 (Excluding HST)				\$

*Number of Runs at Bluewater Park and Campground for each year is approximate and may vary slightly

**Number of Runs for Colpoy’s Dock for each year are provisional and are provided as an estimate-only; the Town will not guarantee any number for each year

Note: Indicate “Not Applicable” on tender form if not bidding on this area

Company Name

Signature of Authorized Person

Tender Form T-3
Chesley Lake Garbage and Recycling Collection

Item	Item Description	Number of Runs	Price per Run	Total Price (Excluding HST)
1	Curbside Garbage Collection in Chesley Lake – 2019	31	\$	\$
2	Curbside Garbage Collection in Chesley Lake – 2020	30	\$	\$
3	Curbside Garbage Collection in Chesley Lake – 2021	30	\$	\$
4	Curbside Garbage Collection in Chesley Lake – 2022	31	\$	\$
Total Price of Items 1 – 4 (Excluding HST)				\$
5	Curbside Recycling Collection in Chesley Lake – 2019	31	\$	\$
6	Curbside Recycling Collection in Chesley Lake – 2020	30	\$	\$
7	Curbside Recycling Collection in Chesley Lake – 2021	30	\$	\$
8	Curbside Recycling Collection in Chesley Lake – 2022	31	\$	\$
Total Price of Items 5 – 8 (Excluding HST)				\$
Total Price of Tender Form T-3 Items 1 – 8 (Excluding HST)				\$

Note: Indicate “Not Applicable” on tender form if not bidding on this area

Company Name

Signature of Authorized Person

Tender Form T-4

Description	Total Price (Excluding HST)
Total Price of Tender Form T-1	\$
Total Price of Tender Form T-2	\$
Total Price of Tender Form T-3	\$
Total for Entire Tender (Excluding HST)	\$

Note: Indicate “Not Applicable” under Total Price if not bidding on an area

Company Name

Signature of Authorized Person

Name (Please Print)

Address

E-mail Address

Phone

Fax

Date

Bidder's Initials

Tender Form T-5

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 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.

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

Company Name

Signature of Authorized Person



Statement by Bidder

Bid Document Name: **Park Garbage Receptacle Collection, Sauble Beach
Garbage Receptacle Collection and Curbside Garbage
and Recycling Collection at Chesley Lake**

Bid Document Number: **19-12**

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