



**The Corporation of the Municipality of Trent Lakes
Bid Document**

**Tender for the Supply, Transport and Maintenance of 40 Cubic Yard Bins with
Bear and Weather Proof Lids**

Tender #: T-02-2019

Tender Closing

Date: Wednesday, April 3rd, 2019
Time: 10:00:00 a.m. local time
Location: The Corporation of the Municipality of Trent Lakes
760 Peterborough County Road 36
Trent Lakes ON K0M 1A0
Attn: Jessie Clark, Purchasing Coordinator

Late Bids will not be accepted.

The Corporation of the Municipality of Trent Lakes reserves the right to accept or reject all or part of any Bid and also reserves the right to accept other than the highest Bid and to cancel this Call for Bids at any time.

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Part A – Information to Bidders

1. Intended Use

The Municipality of Trent Lakes is requesting tender submissions for the supply, transport and maintenance of 40 Cubic Yard Bins with Bear and Weather Proof Lids. This will also including the supply and transport of other 40 cubic yard bins, as required, for Construction and Demolition materials and furniture.

2. Location

The Bidder shall provide pricing for the supply, transport, and maintenance of 40 cubic yard roll-off bins to each of the four Municipal waste Transfer Stations.

Bobcaygeon Transfer Station	42 County Road 36
Buckhorn Transfer Station	37 Dump Road
Cavendish Transfer Station	3020 County Road 507
Crystal Lake Transfer Station	665 Crystal Lake Road

The transportation of roll-off bins will be done within 24 hours of call from Municipal staff.

3. Duration of Contract

This Contract shall be for a three (3) year period, with an option to renew for a two (2) year term at the mutual consent of both parties and upon the same terms and conditions.

At the time of extension of the contract, the Contractor will confirm unit pricing to the Municipality in writing upon request. Pricing increases for renewal options must not exceed the Consumer Price Index (CPI) for the current renewal year as published by Statistics Canada in January of the renewal year.

The Municipality reserves the right to accept or reject the unit prices and reissuing the Tender for public bidding. The Contractor(s) shall have the option of rejecting an extension of the Tender, provided such rejection is made in writing to the Municipality within fifteen (15) days following receipt of such notification.

4. Applicable Document Fees

None required.

5. Tender Award

The Tender award will be made based upon the lowest compliant bidder for the base Tender bid.

6. Inquiry

Any questions regarding this tender should be sent to purchasing@trentlakes.ca.

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Part A

Information to Bidders

7. Insurance/Workplace Safety Insurance Board

The successful bidder shall be required to provide proof of liability insurance coverage in a minimum amount of \$2,000,000.00 and shall have the Municipality of Trent Lakes added as a named insured, prior to commencement of work.

The successful bidder shall be required to provide a clearance certificate from the Workplace Safety Insurance Board prior to commencement of work.

8. Amendments to “Standard Terms and Conditions”

Where Amendments to the Municipality’s “Standard Terms and Conditions” are contained herein, it should be noted that these Amendments supersede any of the foregoing Terms and Conditions.

None.

Part B – Standard Terms and Conditions

1. Definitions

Bid	The document issued by the Municipality in response to which Quotation/Tenders/Proposals are invited for the performance of the work or supply of the equipment.
Bidder	A person(s), firm(s) or corporation(s) who has submitted a bid.
Company	The person(s), firm(s) or corporation(s) to whom the Municipality has awarded the contract.
Contract	The purchase order authorizing the company to do the work, the Quotation/Tender/Proposal, the bonds or security (if any), the company's Quotation/Tender/Proposal, and change notices, appendices, and addenda (if any), Formal contract.
Equipment	The materials, machinery, assemblies, instruments, devices or articles as the case may be, or components thereof, which are the subject of the contract.
Municipality	The Municipality of Trent Lakes, its successors and assigns.
Notice of Award	Notice provided to the successful bidder of contract award.
Subcontractor	A person(s), firm(s) or corporation(s) having a contract with the company for any part of the work.
Work	All materials, equipment fixtures, services, supplies, and acts required to be done, furnished and/or performed by the company.

2. Acceptance of Terms

Each Proponent, by submitting a proposal, represents that the Proponent has read and complete understands and accepts all terms and conditions to those contained in this Tender. Any proposal that has alternative terms and conditions to those contained herewith shall be considered a counter offer to the Municipality's request and shall be rejected.

3. No Indemnities from the Municipality of Trent Lakes

Notwithstanding anything else in the Contract, any express or implied reference to the Municipality providing indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the Municipality, whether at the time of execution of the contract or at any time during the Term, shall be void and of no legal effect.

4. Force Majeure

Neither Party shall be liable for damages caused by delay or failure to perform its obligations under the Contract where such delay or failure is caused by an event beyond its reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Contract would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under this Contract due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay for non-performance. If the anticipated or actual delay or non-performance exceed fifteen (15) Business Days, the other party may immediately terminate the Contract by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Contract, at law or in equity.

5. Conflict of Interest

The Supplier shall;

- a) Avoid any Conflict of Interest in the performance of its contractual obligations;
- b) Disclose to the Municipality, without delay, any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and
- c) Comply with any requirements prescribed by the County to resolve any Conflict of Interest.

In addition to all other contractual rights or rights available at law or in equity, the Municipality may immediately terminate the Contract, upon giving notice to the Supplier, where;

- a) The Supplier fails to disclose an actual or potential Conflict of Interest;
- b) The Supplier fails to comply with any requirements prescribed by the Municipality to resolve a Conflict of Interest; or
- c) The Supplier's Conflict of Interest cannot be resolved. This paragraph shall survive any termination or expiry of the Contract.

6. Errors and Omissions

The Municipality will not be held liable for any errors or omissions in any part of the Tender document. While the Municipality has used considerable effort to ensure an accurate representation in the Tender document, the information contained in the Tender document is supplied solely as a guideline for the Proponents. The information is not guaranteed or warranted to be accurate by the Municipality, nor is it necessarily comprehensive or exhaustive.

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7. Bid Closing Time

One copy of the bid document, or as otherwise requested herein, properly signed and sealed and clearly marked as to its contents, shall arrive at the office of the Municipality of Trent Lakes, 760 County Road 36, Trent Lakes ON K0M 1A0 no later than the specified time and closing date indicated on the cover page of the document. Late bids shall not be accepted; however, they shall be time and date stamped and returned to the Bidder unopened.

The Municipality of Trent Lakes time mechanism will be considered the official time when determining exact time of submission.

8. Document Fees

When a document fee is applicable, the Bidder must have previously purchased the respective document.

See Part A – Information to Bidders, which forms part of this bid document.

9. Bid Requirement

Bidders are required to conform to the conditions listed below and those failing to do so may be subject to disqualification.

- a) Bids must be submitted on the bid form supplied by the Municipality. Bid submissions must not be restricted by a statement added to the bid form or by a covering letter, or by alterations to the bid form supplied unless otherwise provided in the bid document.
- b) Bid submissions shall consist of Part D – Bid Form and all other sections and requirements as requested within the bid document. See Part D – Bid Form for all requirements requested within the bid document.
- c) The Bid Form shall be signed in the space(s) provided by a duly authorized official of the entity bidding. If a joint Bid is submitted, it shall be signed on behalf of each of the Bidders and if the signing authority for both Bidders is vested in one individual, they shall sign separately on their behalf. Signatures on behalf of non-incorporated bodies or by individuals shall be witnessed. In the case of an incorporated Company, the corporate seal should be affixed to the Bid Form adjacent to the authorized signature.
- d) All Bids are to be submitted in English only.
- e) Bids must be legible, written in ink or typewritten. Erasures, over-writing or strikeouts must be initialed by the person signing on behalf of the Company.
- f) Adjustments by telephone, facsimile (Fax), email or letter to a bid already submitted will not be considered. A bidder desiring to make adjustments to a bid must withdraw the bid and/or supersede it with a later submission prior to the specified bid closing time.
- g) Bids must be submitted in individually sealed envelopes and must clearly identify the name of the company, address of the company, and Tender number on the

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outside of the envelope. Quotation/Tenders/Proposals received after closing time specified in the bid document will not be considered.

- h) Faxed Bid Submissions are not acceptable.
- i) Delivery of the Bid submission through a Courier Service shall be the responsibility of the Bidder and shall result in the submission being rejected where:
 - i. Bid submission is delivered to a location other than which is stated on the submission and fails to be delivered to the Municipality of Trent Lakes' Office prior to the closing date and time; and/or
 - ii. Bid submission which is enclosed in the Courier Envelope that does not state, "Bid Document Enclosed" and is not removed from the Courier's Envelope prior to the closing date and time; and/or
 - iii. Bid submission is delivered later than the closing date and time.

10. Bidder's Statement of Understanding

It is understood that the Bidder has carefully examined all of the bid documents and have carefully examined the Work to be performed under the Contract, if awarded. The bidder also understands and accepts the said bid documents, and for the prices set forth in the Bid, hereby offers to furnish all labour, machinery, tools, apparatus and other means of implementation, and materials to complete the terms and conditions and requirements in strict accordance with the bid documents.

None of the conditions contained in the Bidder's (seller's) standard or general (printed) conditions of sale shall be of any effect unless explicitly agreed to by the Municipality as set forth or specifically referred to therein.

The Bidder declares that their submission is not made in connection with any other bidder submitting an offer for the same commodity or commodities, and is in all respects fair and without collusion and fraud.

The contract shall be governed and interpreted in accordance with the laws of the Province of Ontario.

11. Clarification of Bid Documents

No officer, agent or employee of the Municipality is authorized to alter orally any portion of these documents. During the period prior to submission of Quotations/Tenders/Proposals, alterations will be issued to Bidders as written addenda. The Bidder shall list in its Bid all addenda that were considered when its Quotation/Tender/Proposal was prepared.

The Municipality will issue all written addendum to the bid documents by email to each bidder or prospective bidder who has provided an email address. Addendum will also be posted on the Municipal website at www.trentlakes.ca/announcements/tenders-rfps/.

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Bidders are required to confirm receipt of each addendum. Although the Municipality will make every reasonable effort to ensure that each Bidder receives all addenda issued, it is each Bidder's ultimate responsibility to ensure all addenda have been received.

12. Bid Deposit Requirements

Bidders may be required to submit a bid deposit with each bid, which must be in the same envelope as the bid.

See Part A – Information to Bidders, which form part of this bid document.

13. Performance Surety Requirements

Performance surety binding the Company faithfully to fulfill the obligations of his/her bid, as accepted, may be required by the Municipality within ten (10) working days from the date of request.

See Part A – Information to Bidders, which form part of this bid document.

14. Insurance and Workplace Safety Insurance Board

The successful bidders shall deliver a certified copy of the Firm's Public Liability and Property Damage Insurance, and where applicable, the bidder shall carry standard automobile and non-owned automobile liability insurance Policy for the works, within ten (10) working days of receiving the Acceptance Notice.

Coverage shall be at least \$2,000,000.00 per incident, with the Municipality of Trent Lakes named as insured. Additional coverage may be required.

See Part A – Information to Bidders, which forms part of this bid document for additional requirements.

The successful bidder will be required to submit proof of Workplace Safety Insurance Board Coverage, within ten (10) working days of receiving the Acceptance Notice and shall provide additional certificates as often as is deemed necessary by the Municipality during the term of the contract to ensure continued good standing with the Workplace Safety & Insurance Board.

Or

The successful bidder shall provide proof to the Municipality from the Workplace Safety & Insurance Board that the bidder does not require Workplace Safety & Insurance Board Insurance. If the successful bidder changes its status with the Workplace Safety & Insurance Board during the term of the contract such that coverage is required, the successful bidder shall immediately provide the Municipality with the W.S.I.B. Clearance Certificate.

Failure to provide such proof shall result in cancellation of the Contract.

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15. Proof of Ability

The Bidder may be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed subcontractor, to perform the work by the specified delivery date.

16. Document and Site Review

Bidders may be required to attend a mandatory document and site visit with the Municipality.

See Part A – Information to Bidders, which form part of this bid document.

The Submission of a Bid shall indicate that the bidder agrees and warrants that he has examined the site and all conditions relevant thereto, and all the separate documents, drawings, specifications and addenda and that the bid submitted covers the cost of all the items required in the contract. No claims for extras will be entertained on account of conditions, which could be observed on the site at the time bids were submitted.

See Part C – Specifications, which form part of this bid document.

17. Mandatory Requirement

Submissions must meet all mandatory requirements as contained herein. Submissions that do not meet the mandatory requirements will not be considered for further evaluation. Statements that include the words “shall”, “must”, or “will” are considered to be mandatory.

Statements that include the words “should” or “may”, while not mandatory, are considered highly desirable by the Municipality. Failure to comply with requirements that are highly desirable may reflect negatively on the proponent’s ability to perform to the Municipality’s expectations.

18. Pricing Requirement

Prices shall be in Canadian Funds, quoted separately for each item stipulated F.O.B. the point specified therein.

All prices bid shall include applicable taxes, customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the work. Harmonized Sales Tax shall be shown as extra, unless otherwise specified. If the Bidder intends to manufacture or fabricate any part of the work outside of Canada, it shall arrange its shipping procedures so that its agent or representative in Canada is the Importer of record for customs purposes.

Except as may be provided in Part C – Specifications, in the Quotation/Tender/Proposal document, the prices bid shall not be subject to adjustment for any cost of the work to the Company.

In the event of any discrepancy between the unit price and the extension, the unit price shall govern.

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19. Terms of Payment

Unless progress payments or any alternate terms are specified in the contract, the contact price may be invoiced after delivery and shall be payable 30 days from the receipt of invoice. The effect of any alternative payment terms, stated clearly in the bid submission will be considered in the evaluation of bids. The Municipality shall have the right to withhold from any sum otherwise payable to the Company such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of the same.

20. Terms of Payment – For Construction Projects

Payment for materials supplied and work completed shall be on a monthly basis at the rate of 90%, providing for a 10% holdback in accordance with the Construction Lien Act, 1990, or its latest edition.

After performance acceptance of the work, and in accordance with the Construction Lien Act, 1990, or its latest edition, the holdback will be paid (after the hold back period and in the absence of no claims), to the Company upon receipt of a Statutory Declaration that all accounts and labour have been paid in full, receipt of a Workplace Safety & Insurance Certificate of Clearance and receipt of all “As Built” drawings and maintenance manuals, where applicable. Upon inspection and correction of any deficiencies at the end of the maintenance period, to the satisfaction of the Director or designate, the Performance Sureties will be returned to the Company.

A two year warranty period will be in effect upon substantial completion of the works. Two and a half percent (2.5%) of the 10% lien holdback will be retained by the Owner as warranty surety for the duration of the warranty period.

All payment will be made within thirty (30) days from receipt of an approved invoice. All invoices must be approved by the Director or designate.

21. Delivery

Time shall be material and of the essence of the contract.

All bids shall be F.O.B. Destination, Trent Lakes Municipal Office unless otherwise noted in the bid document. The Company shall be responsible for arranging its work so that completion shall be as specified in the contract.

22. Patents and Copyrights

The Company shall, at its expense, defend all claims, actions or proceedings against the Municipality based on any allegations that the work or any part of the work constitutes an infringement of any patent, copyright or other proprietary right and shall pay to the Municipality all costs, damages, charges and expenses, including its legal fees.

The Company shall pay all royalties and patent license fees required for the work.

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If the work or any part thereof is in any action or proceeding held to constitute an infringement, the Company shall forthwith either secure for the Municipality the right to continue using the work, or shall at the Company's expense, replace the infringing items with non-infringing work or modify them so that the work no longer infringes.

23. Assignment

The Company shall not assign the contract or any portion thereof without the prior written consent of the Municipality.

24. Occupational Health and Safety Act

The successful bidder, for purposes of the Ontario Occupational Health and Safety Act, shall be designated as the Constructor for this project and shall assume all of the responsibilities of the Constructor as set out in that Act and its regulations. The foregoing shall apply notwithstanding that the successful bidder has been referred to as the 'Company' in this and any other related document.

The Company acknowledges that they have read and understood the Occupational Health and Safety Act together with the Municipality's Health and Safety Policies and Procedures.

The Company covenants and agrees to observe strictly and faithfully the provisions of the said Occupational Health and Safety Act and all regulations and rules promulgated there under together with the Municipality's Health and Safety Policies and Procedures.

The Company agrees to indemnify and save the Municipality harmless for damages or fines arising from any breach or breaches of the said Occupational Health and Safety Act and/or the Municipality's Health and Safety Policies and Procedures.

The Company agrees to assume full responsibility for the enforcement of the said Occupational Health and Safety Act and the Municipality's Health and Safety Policies and Procedures and to ensure compliance therewith.

The Company further acknowledges and agrees that any breach or breaches of the Occupational Health and Safety Act and/or the Municipality's Health and Safety Policies and Procedures whether by the Company or any of its subcontractors may result in the Company and/or subcontract being removed from the site and in the immediate termination of this contract herein and the forfeiture of all sums owing to the Company by the Municipality.

The Company shall allow access to the work site on demand to representatives of the Municipality to inspect work sites to ensure compliance with the Contract and the Municipality's Policies and Procedures.

The Company agrees that any damages or fines that may be assessed against the Municipality by reason of a breach or breaches of the Occupational Health and Safety Act by the Company or any of its subcontractors will entitle the Municipality to set-off the

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damages so assessed against any monies that the Municipality may from time to time owe the Company under this contract or any other contract whatsoever.

Where any portion of the work or services in this Contract is contracted to a subcontractor, the Company agrees that the provisions of this section will apply to the subcontract and the Company will enforce said provisions.

The Company shall provide a list of all controlled hazardous materials or products containing hazardous materials, all physical agents or devices or equipment producing or omitting physical agents and any substance, compound, product or physical agent that is deemed to be or contains a designated substance in accordance with the Workplace Hazardous Materials Information System (WHMIS) as defined under the Ontario Occupational Health & Safety Act and shall provide appropriate Material Health & Safety Data sheets for these substances used for the performance of the required work, all prior to the performance of said work.

Where hazardous materials, physical agents and/or designated substances are used in the performance of the required work, the Company shall ensure that the requirements of the Ontario Occupational Health & Safety Act and associated regulations are complied with.

The Municipality reserves the right to cancel any contract for non-compliance with the terms set out herein, health and safety regulations, the Environmental Protection Act, associated regulations and other applicable legislation.

25. Laws, Regulations, Permits, Fees and Licenses

The Company shall comply with relevant federal, provincial and municipal statutes, regulations, and by-laws pertaining to the work and its performance. The Company shall be responsible for ensuring compliance by its suppliers and subcontractors.

The contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

The Company shall pay for all permits, licenses and fees, and give all notices and comply with all by-laws and regulations of the Municipality and any other governing body.

26. Substitutes and Alternates

Unless qualified by the provision "No Substitute", the use of the name of a manufacturer, brand, make or catalogue designation in specifying an item does not restrict bidders to that manufacturer, brand, make or catalogue designation identification. This is used simply to indicate the character, quality and/or performance of the goods and/or services desired, but the goods and/or services on which bids are submitted must be of such character, quality and/or performance that it will serve the purpose for which it is to be used as well as that specified. In submitting a bid on goods

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Consideration will be given to bids submitted on alternate goods and/or services to the extent that such action is deemed to serve the best interests of the Municipality. If the bidder does not indicate that the goods and/or services they propose to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact goods and/or services as described in the bid document.

27. Quantities

Where quantities are shown as approximate, they are not guaranteed to be accurate and are furnished without any liability on behalf of the Municipality and shall be used as a basis for comparison only.

28. Samples

Samples, when required, must be submitted strictly in accordance with instructions. If samples are requested subsequent to the opening of the bid, they shall be delivered within three (3) working days following the request, unless additional time is granted. Samples must be submitted free of charge and will be returned at the bidder's expense, if so requested, provided they have not been destroyed by tests, or provided they are not required for comparison purposes.

The acceptance of samples by the Municipality shall be at its sole discretion and any such acceptance shall in no way be construed to imply relief of the Company from its obligations under the contract.

29. Quotation/Tender/Proposal Procedures

Quotation/Tender/Proposal will be called, received, evaluated, accepted and processed in accordance with the Municipality's Purchasing Policies.

30. Contact Award

The Municipality reserves the right to award by item, or part thereof, groups of items, or parts thereof, or all items of the bid, and to award contracts to one or more bidders submitting identical Bids as to price; to accept or reject any Bids in whole or in part; to waive irregularities and omission. The Municipality also reserves the right to enter into negotiations with the lowest compliant bidder if the price bid is over the budgeted amount of the project. Should the Municipality be unable to reach an agreement with the lowest compliant bidder, the Municipality reserves the right to enter into negotiations with the next lowest compliant bidder, or to cancel the call if, in so doing, the best interests of the Municipality will be served. No liability shall accrue to the Municipality for its decision in this regard.

The lowest or any bid may not necessarily be accepted as the Municipality of Trent Lakes reserves the right to reject any or all bids. Bids shall be irrevocable for 90 days

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after the official closing time and the Municipality may at any time within that period, without notice, accept a Bid whether any other bid has been previously accepted or not.

The Municipality reserves the right to accept the tender evaluated to be in the best interest of the Municipality of Trent Lakes.

Contract award will be subject to receiving two (2) references from Ontario municipalities which contract the company for the supply and/or transport of roll-off bin services satisfactory to the Municipality.

Proponents are solely responsible for their own expenses in preparing a response to this Tender. If the Municipality elects to reject any or all submissions, the Municipality will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in making the submission, loss of anticipated profit, or any other matter.

Award of this contract is subject to appropriate funding acceptable to the Municipality.

The Notice of Award to the successful bidder shall constitute notice of acceptance of contract. This acceptance shall be conditional on the bidder providing all documentation, security and certifications as required by the Bid Document within ten (10) working days of the date that the notice of award is placed in the mail or delivered to the bidder.

Notwithstanding and without restricting the generality of the statements above, the Municipality of Trent Lakes shall not be required to award or accept a tender, and may choose to either cancel the call for tenders or recall the tenders at a later date:

- a) When only one Bid has been received as a result of a tender call;
- b) Where the lowest responsive and responsible bidder exceeds the available project budget for the supplies or services;
- c) When all Bids received fail to comply with the specifications of the tenders terms and conditions;
- d) When a change in the scope of work or specifications is required.

31. Contract Cancellation

The Municipality shall have the right, which may be exercised from time to time, to cancel any uncompleted or unperformed portion of the work or part thereof. In the event of such cancellation, the Municipality and the Company shall negotiate a settlement:

- a) If the Company commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the Company makes a general assignment for the benefit of its creditors; then, in any such case, the Municipality may, without notice, terminate the contract.
- b) If the Company fails to comply with any request, instruction or order of the Municipality; or fails to pay its accounts; or fails to comply with or persistently

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disregards statutes, regulations, by-laws or directives of relevant authorities relating to the work; or fails to prosecute the work with the skill and diligence; or assigns or sublets the contract or any portion thereof without the Municipality's written consent; or refuses to correct defective work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the contract, then, in any such case, the Municipality may, upon expiration of ten (10) days from the date of written notice to the Company, terminate the contract.

Any termination of the contract by the Municipality, as foresaid, shall be without prejudice to any other rights or remedies the Municipality may have.

If the Municipality terminates the contract, it is entitled to:

- i. Take possession of all the work in progress and finish the work by whatever means the Municipality may deem appropriate under the circumstances;
- ii. Withhold any further payments to the Company until its liability to the Municipality is ascertained;
- iii. Recover from the Company loss, damage and expense incurred by the Municipality by reason of the Company's default (which may be deducted from any monies due or becoming due to the Company, any balance to be paid by the Company to the Municipality).

The Municipality shall not be liable to the Company for loss of anticipated profit on the cancelled portion or portions of the work.

32. Availability of Labour and Escalation

The bidder shall fully inform themselves regarding availability of labour in the area relative to the requirements of the schedule. The bidder shall make their own assessment of escalation in costs and increased labour costs and include all of these costs in their bid.

33. Correction of Defects

If, at any time prior to one year (or specified warranty/guarantee period if longer than one year) after the actual delivery date of the equipment, any part of the equipment becomes defective or is deficient or fails due to defect in design, material or workmanship, or otherwise fails to meet the requirements of the contract, then the Company, upon request, shall make good every such defect, deficiency or failure without cost to the Municipality. The Company shall pay all transportation costs for parts and/or equipment both ways between the Company's Factory or repair depot and the point of use.

34. Disclosure

The names of bidders and total bid prices will be made available at the public Quotation/Tender opening. After the Quotation/Tender opening, requests may be

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Part B Standard Terms and Conditions submitted to the Municipality for results, and only the names of bidders and total bid prices as read out at the Quotation/Tender opening will be given in the reply.

Request for Proposals are formally opened in public and only the name of the bidders submitting responses to the Request for Proposal will be read. Details of the proposals or any financial information will not be publicly disclosed at the opening.

35. Conflict of Interest and Prohibited Conduct

The Municipality may disqualify a proponent for any conduct, situation or circumstances determined by the Municipality, in its sole and absolute discretion, to constitute a Conflict of Interest, as defined above (Part B, section 5).

The Municipality may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if the Municipality determines that the proponent has engaged in any conduct prohibited by this document.

Respondents must not, at any time, directly or indirectly communicate with the media in relation to this document or any agreement entered into pursuant to this document without first obtaining the written permission of the Municipality.

Respondents must not, in relation to this document 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 respondent(s).

Respondents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Respondents must not engage in any unethical conduct, including lobbying or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Municipality; deceitfulness; submitting quotation 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 document.

The Municipality 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 its submitted pricing or other commitments;
or
- c) Any conduct, situation or circumstance determined by the Municipality, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

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Part B

Standard Terms and Conditions

36. Freedom of Information

All information obtained by the Company in connection with this bid is the property of the Municipality of Trent Lakes and must be treated as confidential. It may not be used for any purpose other than for replying to this bid, and for fulfillment of any subsequent contract. Any Company who requires that the information in its bid be kept confidential must explicitly advise the Municipality of that fact.

The Company may declare confidentiality of their bid; however, the Municipality is required by law to adhere to the requirements of the Municipal Freedom of Information and Protection of Privacy Act, as amended.

Personal information contained on this bid form is collected under the authority of Section 29(2) of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56 as amended and will be used to purchase goods and/or services and for the execution of contractual documents. If you have any questions about the collection, use or disclosure of this information by the Municipality of Trent Lakes, please contact the Clerk, Municipality of Trent Lakes, 760 County Road 36, Trent Lakes ON K0M 1A0 (705-738-3800 x 240).

37. Complaints

Any complaint on the process and procedures as outlined in the Municipality's Purchasing Policy to define the procedures with respect to the procurement of goods and services by The Corporation of the Municipality of Trent Lakes shall be in writing and shall be submitted to the Chief Administrative Officer for review and response.

A complaint on the process and procedures related to the award of a tender, proposal or quotation must be submitted within seven (7) working days of the date of the award.

38. Accessibility

The Municipality of Trent Lakes is committed to the accessibility principles of preventing and removing barriers in accessing goods and services for people with disabilities and is bound by the Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

Regulations enacted under the Act apply to every designated public sector organization and other third parties that provide goods and services to the members of the public.

The consultant/contractor, and all subcontractors hired by the consultant/contractor in the completion of its work, will meet or exceed compliance with all applicable regulations under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

It is the consultant/contractor's responsibility to ensure they are fully aware of and meet all requirements under the Act. A Declaration of Accessibility Compliance will be required by the successful bidder.

Part C – Specifications

1. Scope of Work

A Contractor will be engaged to supply, transport and maintain 40 cubic yard bins with lids for non-recyclable waste from each of our four transfer station sites to the Bensfort Landfill. The transportation of roll-off bins will be done within 24 hours of call from Municipal Staff. The bins must also contain lids which will act as a bear-proofing measure, as well as help reduce rain/snow accumulation, therefore reducing tonnage.

The Contractor will also be engaged to supply and transport 40 cubic yard bins for construction and demolition material and furniture from each of our four transfer station sites to the Bensfort Landfill and/or other recycling facility. The supply and transportation of roll-off bins will be done within 24 hours of call from Municipal Staff.

The Contractor will provide all equipment, materials, and labour for the supply, transportation, and maintenance of the 40 cubic yard bins with lids. The Contractor is to be available, as required, to meet the 24 hour transportation timeframe. The successful bidder shall provide a contact name and number to the Municipality prior to contract commencement.

Bidders shall provide two (2) appropriate references from Ontario municipalities which contract with the company for the supply and/or the transportation of roll-off bin services.

The Municipality of Trent Lakes reserves the right to conduct any necessary searches or inquiries they deem necessary to satisfy them that any bidder has the capacity to perform the work outlined in this tender.

2. Pricing

The price quoted shall be per trip from one of the four transfer stations to the Bensfort Landfill. Please see the attached Schedule A which outlines the 2018 waste quantities by month, as well as the frequency of trips. Please be advised that these numbers are included to give an estimate of the quantity and frequency and are representative of the year 2018 and will vary from year to year.

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Part D

Bid Form

Part D – Bid Form

The Corporation of the Municipality of Trent Lakes

760 County Road 36

Trent Lakes ON K0M 1A0

Tender #: T-02-2018

Tender for the Supply, Transport and Maintenance of 40 Cubic Yard Bins with Bear and Weather Proof Lids

Documents to be enclosed with this Bid Form:

Part C

Specifications

Part D

Bidders Information Form

Declaration of Accessibility Compliance

Bidder's Ability and Experience Form

Schedule of Items & Prices

Declaration

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Part D

Bidders Information Form

Bidders Information Form

Bidders must complete this form and include with the Bid Submission. Please ensure all information is legible.

Company Name: _____

Main Contact: _____

Address: _____

Office Phone #: _____

Toll Free #: _____

Fax #: _____

Email Address: _____

H.S.T. Account #: _____

Acknowledgement To Receipt of Addenda

This will acknowledge receipt of the following addenda and that the pricing quoted includes the provisions set out in such addendum(s)

Addendum #	Date Received
# _____	_____
# _____	_____
# _____	_____

Check here if No Addenda received

Name Signature Date

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Part D

Declaration of Accessibility Compliance

Declaration of Accessibility Compliance

Company Name: _____

Main Contact: _____

Title: _____

Date: _____

I/we acknowledge that as a Contractor/Consultant of the Municipality of Trent Lakes we are bound to comply with all accessibility Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as amended from time to time.

I/we declare that I/we have read, understand and will meet or exceed all enacted accessibility Standards as amended from time to time.

I/we further declare that I/we will undertake to ensure all subcontractors hired by us in completion of our work will also comply with the above Standards.

Tender for the Supply, Transport and Maintenance of 40 Cubic Yard Bins with Bear and Weather Proof Lids

Part D

Bidder's Ability and Experience Form

Bidder's Ability and Experience Form

The Bidder shall provide below information on references from two (2) Ontario municipalities which contract with the company for the supply and/or transportation of roll-off bin services.

Reference #1	
Municipality Name:	
Contact Name:	
Telephone Number:	
Email Address:	
Reference #2	
Municipality Name:	
Contact Name:	
Telephone Number:	
Email Address:	

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Part D

Schedules of Items & Prices

Schedule of Items & Prices

Bidders must fill all fields in the table(s) below. Any quantities set out herein are estimates only and are provided as a basis for establishing and comparing submissions.

In the event that additional goods or services are required, it will be upon mutual agreement of the Municipality and the selected bidder, and charged at the unit prices provided in this pricing submission form.

All unit prices are not to include HST.

The undersigned agrees to supply and deliver the goods and services as specified and required in accordance with Parts A, B, C and D of the Tender for the following prices:

Location	Unit Price (per bin)
Bobcaygeon Transfer Station	\$
Buckhorn Transfer Station	\$
Cavendish Transfer Station	\$
Crystal Lake Transfer Station	\$

Description of the Equipment to be used to transport 40 cubic yard bins:

Description of lids for bear/weather-proofing:

Declaration

To The Corporation of the Municipality of Trent Lakes, Hereafter called the "Municipality":

I/We _____ the undersigned declare:

1. That the several matters stated in the said Bid are in all respects true, accurate and complete.
2. That I/we have read and fully understand all information, terms and conditions contained within the Bid Document, including Part A – Information to Bidders; Part B – Standard Terms and Conditions; Part C – Specifications; and Part D – Bid Form.
3. That I/we do hereby Bid and offer to enter into a Contract to Supply and Deliver all materials mentioned and described or implied therein including in every case freight, duty, currency exchange, H.S.T. in effect on the date of the acceptance of bid, and all other charges on the provisions therein set forth and to accept in full payment therefore, in accordance with the prices and terms set forth in the Bid herein.
4. That this Bid is irrevocable for Ninety (90) days and prices for as long as stated elsewhere in the Bid Document, and that the Municipality may at any time within that period without notice, accept this Bid whether any other Bid has been previously accepted or not.
5. That the awarding of the Contract, by the Municipality, is based on this submission, which shall be an acceptance of this Bid.
6. That if the Bid is accepted, I/we agree to furnish all documentation, security and certifications as required by the Bid Document and to execute a formal contract in triplicate, if required, within Ten (10) Working Days after notification of award. I/We understand that any acceptance by the Municipality is fully conditional upon the receipt of said documentation, security and certifications by the Municipality within Ten (10) Working Days. If I/we fail to do so, the Municipality may accept the next lowest or any Bid or to advertise for new bids, or to carry out completion of the works in any other way they deem best.
7. That I/we agree to save the Municipality, its agents, or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the Contract of which the Bidder is not the patentee, assignee, or licensee.

Tender for the Supply, Transport and Maintenance of 40 Cubic Yard Bins with Bear and Weather Proof Lids

Part D

Declaration

The undersigned affirms that he/she is duly authorized to execute this bid.

Bidder's Signature and Seal: _____

Position: _____

Witness: _____

Position: _____

(If Corporate Seal is not available, documentation should be witnessed)

Dated at the _____ of _____
(Town/City)

this _____ day of _____ 2018

Tender for the Supply, Transport and Maintenance of 40 Cubic Yard Bins with Bear and Weather Proof Lids

Appendix A

2018 Quantities and Frequencies

Appendix A

2018 Quantities and Frequencies

2018 Waste Quantities (Tonnes)

Transfer Station	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Bobcaygeon	24.3	20.13	27.18	23.36	38.79	39.49	37.44	47.14	44.35	23.09	29.11	24.7	379.08
Buckhorn	31.38	20.5	23.94	35.76	31.2	49.79	53.16	55.11	42.41	34.07	30.32	30.2	437.84
Cavendish	6.15	3.92	2.81	3.53	16.66	15.18	24.7	38.93	17.89	8.09	12.01	8.97	158.84
Crystal Lake	4.04	4.34	10.78	0	15.18	12.06	26.82	24.3	21.07	13.31	11.08	4.33	147.31

2018 Pick-up Frequencies for non-recyclable materials, furniture, and construction and demolition materials

Transfer Station	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Bobcaygeon	7	5	7	6	11	16	8	10	15	8	8	8	109
Buckhorn	10	5	6	9	10	21	15	14	16	6	8	14	134
Cavendish	2	1	1	1	6	10	6	10	10	3	3	3	56
Crystal Lake	1	1	2	0	3	2	8	4	7	1	2	1	32