



INVITATION TO TENDER
TENDER
FOR
TOWNSHIP OF WHITEWATER REGION
PROVINCE OF ONTARIO

Sealed Tenders will be received at the Township of Whitewater Region Municipal Office, 44 Main St., Cobden, Ontario, prior to 2:00PM local time Tuesday, February 22nd, 2011.

TENDERS WILL BE CLEARLY MARKED:

**RESIDENTIAL WASTE COLLECTION
TOWNSHIP OF WHITEWATER REGION**

Tender documents may be obtained from the Corporation of the Township of Whitewater Region, 44 Main Street, Cobden, Ontario.

Tenders will be opened at the above advertised time and place and bidders are invited to be present at the opening. Lowest or any tender will not necessarily be accepted.

CONTRACT A

INSTRUCTIONS TO BIDDERS TOWNSHIP OF WHITEWATER REGION

1. **SECURING DOCUMENT**

Copies of the Tender Bid Package are available at the Municipal Office of:
Township of Whitewater Region
44 Main Street
Cobden, Ontario
K0J 1K0

2. **TENDER CLOSING DATE**

Tenders will be received prior to 2:00PM, local time Thursday, March 3rd, 2011, the "Tender Closing Date", at the Township of Whitewater Region Municipal Office, at which time the tenders will be opened publicly. Tenders received after the 2:00PM deadline will be returned unopened to the bidder.

3. **TENDER BID PACKAGE**

The complete tender bid package includes the following:

1. Invitation to Tender
2. Instructions to Bidders (Contract A)
3. Tender Form
4. Contractual Agreement (Contract B)

4. **BIDDERS RESPONSIBILITY**

(i) **Examination of Tender Bid Package**

Before submitting a tender, each bidder shall carefully examine the complete Tender Bid Package documents and be familiar with all working conditions and take into consideration all such conditions when submitting a bid. No allowance shall be made to any bidder because of lack of such examination or knowledge.

(ii) **Examination of Legislation**

Before submitting a tender, each bidder shall familiarize himself with all applicable legislation which governs and impacts on the performance of the work.

(iii) **Independent Advise**

The bidder is responsible for obtaining, prior to submitting a tender, independent financial, legal, accounting, engineering, environmental and other technical advice.

5. **INTERPRETATION OF TENDER BID PACKAGES**

If a potential bidder is in doubt as to the meaning of any part of the Tender Bid Package, or finds discrepancies or omissions from any part of the Tender Bid Package, the bidder may request an interpretation or correction thereof at any time prior to the Tender Closing Date. Any interpretation or correction of the Tender Bid Package by the Township shall be made only by written Addendum and shall be mailed to or delivered to each bidder. The Township shall not be responsible for any other explanation or interpretation of the Tender Bid Package. All communications regarding this work and the tender process shall be addressed to the attention of Steven Hodson at the Township Municipal Office. A written response should be available no later than three (3) calendar days before the tender closing date.

6. **COMPETENCY OF BIDDER**

Bidder must be capable of performing the various items of work bid upon. They may be required to furnish to the Township of Whitewater Region, a statement covering experience on similar work and such statements of their financial resources as may be deemed necessary.

7. **TENDER FORM**

In order to receive consideration, all bids shall be completed in strict accordance with the following:

(i) **Forms**

All bids shall be made upon the forms provided, properly executed and with all items completed. The wording of the Tender Form shall not be changed, and words shall not be added or subtracted except where specifically authorized by the Township in writing. Unauthorized conditions, limitations or provisions attached to the proposal may be cause for rejection of the proposal. Alterations by erasure or interlineations shall be explained or noted in the bid over the signature of the bidder.

(ii) **Name of Bidder**

If the bidder is an individual, the name and address must be shown; if the bidder is a partnership, the name and address of each partner must be shown. If the bidder is a company, the name, title and phone number of all officers must be provided and the proper persons authorized to enter into contracts for the company must sign the Forms of Tender and the corporate seal must be affixed. If the successful bidder is a company, it may be required to furnish, prior to award of the contract, a copy of the resolution of the Board of Directors authorizing the signing officer(s) to sign the tender on behalf of the company.

(iii) **Submitting of Tenders**

No telegraphic/telefax bid or telegraphic modification of a bid will be considered. No bids received after the Tender Closing Date and time will be considered. Late bids will be returned to the bidder unopened. The bid shall be addressed to the Township with the name of the bidder on the envelope, and shall be delivered to the Township at the address given in the Invitation to Tender on or before the Tender Closing Date. It is the sole responsibility of the bidder to ensure that such bid is received on time.

(iv) **Tender on Part or All of Contract**

Tenders must be for “all” work. Tenders for part of the contract will not be accepted. Bidders are asked to submit their bid on the attached tender sheet.

8. **WITHDRAWAL OF TENDERS**

(i) **Prior to Opening**

Any bidder may withdraw its unopened or unannounced tender, either personally or by written request to the Township’s Municipal Office, at any time prior to the Tender Closing Time.

(ii) **After Opening**

No bidder may withdrawal its tender for a period of thirty (30) days after the Tender Closing Date and all tenders shall be subject to acceptance by the Township during this period.

9. **AWARD OR REJECTION OF TENDERS**

(i) **Reserves the Right**

The Township reserves the right to reject any or all tenders, not necessarily accept the lowest tender, or to accept any tender or revised tender which it may consider to be in its best interest. The Township also reserves the right to waive formality, informality or technicality in any tender. While the lowest tender will be of prime consideration in determining which tender offers the best value to the Township, the Township’s assessment of the bidders overall competence and capability to perform the contract will be critical factors in the selection of a successful bidder.

(ii) **No Obligation or Liability**

Submission of a tender shall not obligate nor should it be construed as obligating the Township to accept any such offer or to proceed further with the project. The Township may in its sole discretion elect not to proceed with the project and may elect not to accept any proposal for any reason. The Township shall not be liable for any information or advice or any errors or admissions which may be contained in the documents,

addendum, appendices, data materials or other documents disclosed or provided to the bidder pursuant to this Request for Tenders. The Township makes no representation, or warranty express or implied in fact or in law with respect to the accuracy or completeness of this Invitation to Tender and the Township shall not be responsible for any action, cost or liability whatsoever arising from the bidders reliance or use of such documents, appendices, data and materials presented in respect to this project.

(iii) **Unsuccessful Tenders**

Unsuccessful bidders shall be notified, in writing, by the Township no later than thirty (30) days after the Tender Closing Date.

(iv) **Successful Tender**

The successful bidder shall be notified, in writing, by the Township no later than thirty (30) days after the Tender Closing Date.

10. **EXECUTION OF AGREEMENT**

The form of agreement which the successful bidder, as Contractor, will be required to execute is included in the Tender Bid Package as Contract B and shall be carefully examined by each bidder. The successful bidder shall, within five (5) days after notice of award and receipt of Agreement Forms from the Township, execute and deliver to the Township, all required copies of the Agreement together with the required Insurance Certificates and required Contract Security as outlined, all in form and content acceptable to the Township. The work is scheduled to begin as specified upon award of the Contract.

11. **DEFINITIONS**

All definitions used in this document shall be the same as those used in Item 1 of Contract B which is part of this Tender Packager.

12. **SCOPE OF WORK**

This Tender is for RESIDENTIAL WASTE COLLECTION TOWNSHIP OF WHITEWATER REGION. The following items, terms, specifications, conditions, requirements and limitations shall apply:

(i) **Description - Method & Requirements**

a) The Contractor hereby agrees to pick-up residential waste contained within Township yellow bags marked with a “W” on routes that are publicly maintained by the Township of Whitewater Region and transport to the Municipal landfill located at 990 Kohlsmith Rd. for disposal.

b) The Contractor hereby agrees that all waste pick-up shall be performed promptly, neatly, carefully, thoroughly and efficiently and shall comply in all respects with the provisions, conditions and terms contained herein. The Contractor shall pick-up only the required yellow bags found at curbside.

c) All designated premises shall receive a waste pick-up every week. All waste pick-ups shall commence no earlier than 7:30AM.

d) Should a change to the agreed pick-up times be desired by the Contractor and be approved by the Township of Whitewater Region, then the Contractor shall inform the residents of the Township of Whitewater Region of all such changes by notification through local media at least seven (7) days before such changes take effect.

e) The Contractor shall gather any waste material that may have been spilled from respective yellow bag(s) used for holding the same as a result of the drivers work.

f) It is agreed that Municipal Council or its authorized representatives shall have the final authority with respect to all issues concerning waste collection in the Township. Furthermore, the Municipal Council for the Township of Whitewater Region shall determine whether the Contractor has fulfilled the terms of this Contract.

g) The Contractor shall be solely responsible to supply necessary vehicles, equipment and tools to carry out the terms of this Contract. The Contractor shall have the necessary back-up, replacement equipment available in the event of an equipment break-down.

h) In carrying out the work as described herein, the Contractor must be careful not to cause injury or damage to any property, public or private, and he must make good the same, at his own expense, in the manner directed by and to the satisfaction of the Municipality.

i) The Contractor shall be responsible for any and all damages or claims for damages or injuries or accidents done or caused by him or his employees, or resulting from the prosecution of the works, or any of his operations, or caused by reason of the existence or location or condition of

the works or of any materials, equipment or machinery used thereon or therein or which may happen by reason thereof, or arising from any failure, neglect or omission on his part, or on the part of any of his employees, to do or perform any or all of the several acts or things required to be done by him or them under and by these conditions or covenants, and agrees to hold the Corporation harmless and indemnified for all such damages; and, in case of the Contractor's failure, neglect or omission to observe and perform faithfully and strictly all of the provisions of this Contract, the Corporation may, either with or without notice (except where in these conditions notice is specifically provided for, and then upon giving the notice therein provided for) take such steps, procure such material, plant trucks and men, and do such work or things as they may deem advisable towards carrying out and enforcing same, and any and all expenses so incurred may be deducted from the monies due thereunder, and any such action by the Corporation as it is herein empowered to take, shall not in any way relieve the Contractor of his surety from any liability under the Contract.

j) If the Contractor fails to pick up waste from households on a whole road or street, the Contractor shall be obliged to return the following day and collect the missed yellow bags.

k) The Contractor shall at all times, pay or cause to be paid any assessment or compensation required to be paid pursuant to the Workplace Safety and Insurance Act, and upon failure to do so, the Corporation may pay such assessment or compensation to the Workplace Safety and Insurance Board and to deduct or collect such expense from the monies due hereunder. The Contractor shall, at the time of entering into any Contract with the Corporation, make a statutory declaration that all assessments or compensations payable to the Workplace Safety and Insurance Board have been paid, and the Corporation may at any time during the performance or upon the completion of such Contract require a further declaration that such assessments or compensation have been paid.

l) The Contractor shall carry general liability insurance from an insurance company satisfactory to the Municipality, and such policy shall be for an amount of at least two million dollars. In addition, the Contractor shall carry, on all his vehicles insurance, public liability and property damage in an amount of at least two million dollars and prove to the satisfaction of the Municipality before award and from time to time as the Municipality may require, that all premiums of such policy or policies of insurance have been paid and that the insurance is in full force and effect.

m) The parties hereto agree that the work to be performed under the Contract or any part thereof or any monies or orders payable under this Contract shall not be assigned or sublet by the Contractor without the written approval of the Corporation of the Township of Whitewater Region. It is further agreed that in the event the said written authority is given, it shall not operate under any circumstances to relieve the Contractor of his liabilities and obligations under this Contract.

n) The Contractor is responsible that complaints are handled promptly and rectified to the satisfaction of the Municipality. If, at any time, during the continuance of the work, in the opinion of the Municipal Corporation of the Township of Whitewater Region, the said work is not being carried out in accordance with the scope of work put-forth in the Contract, or in the opinion of the Township of Whitewater Region, there are substantial ratepayer complaints with respect to the collection of waste or, in the opinion of the Township of Whitewater Region, the work is not being carried out in a good and workmanlike manner, the Municipality shall have the right to terminate the Contract forthwith.

In the event of the termination of the Contract, pursuant to this provision, the Contractor shall not be entitled to receive further payment until the termination date of the Contract, provided that if the unpaid balance of the full Contract price exceeds the expense of completing the work, such excess shall be paid to the Contractor. In the event the expense of completing the work pursuant to this Contract shall exceed such unpaid balance, the Contractor shall pay the difference to the Municipality.

o) The Contractor shall at all times carry on the work in a manner which will create the least interference with traffic consistent with the faithful performance of the work.

p) Any private contracting the Contractor chooses to take-on must not conflict with or interfere with the work undertaken in this Contract.

q) The term of this Contract shall be for forty eight (48) months and shall commence on the 1st day of April, 2011 and conclude on the 31st day of March, 2015 unless either party gives notice of renewal or termination to the other party in writing within ninety (90) days prior to the action date.

r) A summary shall be provided by the Contractor on an annual basis of the number of yellow bags collected within the Municipality.

(ii) **Method and Measurement of Payment**

a) The Municipality shall pay to the Contractor the agreed Contract price per permanent household per weekly pick-up. The parties mutually agree that the number of households on the 1st day of April, 2011 is **2952**.

Payment shall be made on a monthly basis with the payments to be made on the last day of each and every month for the previous month's work as per the term of this Contract. Such monthly payment shall be one-twelfth (1/12) of the annual Contract sum.

13. **BILLING PROCEDURE**

a) The Corporation of the Township of Whitewater Region shall promptly pay all bills submitted hereof provided that the Township may withhold all or any portion of any payment due where it is of the opinion that the Contractor has not carried out any or all of his obligations under this Contract.

b) If, on account of climatic or other conditions reasonably beyond the Contractor's control there are items of work that cannot readily be completed, the payment in full for the work which has been completed shall not be delayed on account thereof, but the Township may withhold a sufficient and reasonable sum, as it may determine, until the completed work is finished and such sum as will adequately protect the Township against liens.

14. **ARBITRATION**

In the case of any dispute arising between the Township and the Contractor as to their respective rights and obligations under the Contract, either party hereto shall be entitled to give to the other notice of such dispute and to request arbitration thereof; and the parties may, with respect to the particular matters then in dispute, agree to submit the same to arbitration in accordance with the provisions of the

Arbitration Act of Ontario. Arbitration proceedings shall not take place until after the completion or alleged completion of the work except, (a) on a question of certificate for payment, or (b) in a case where either party can show that the matter in dispute is of such nature as to require immediate consideration while evidence is available.

15. **INDEPENDENT CONTRACTOR**

It is agreed that the Contractor is and shall be an Independent Contractor and is not, and shall not represent himself to be, an agent of Her Majesty the Queen, the Government of Ontario or the Corporation of the Township of Whitewater Region.

16. **TOWNSHIP'S RIGHT TO DO WORK**

If, in the opinion of the Township, the Contractor neglects to execute the work properly or fails to perform any provisions of this Contract, the Township, after five (5) days written notice to the Contractor, may without prejudice to any other right or remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor including any surety or other Bond filed by the Contractor.

CONTRACT B

CONTRACTUAL AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2011

BETWEEN:

The Corporation of the Township of Whitewater Region

As represented by its Chief Administrative Officer

(hereinafter referred to as the "Township")

OF THE FIRST PART,

-and

(hereinafter referred to as the "Contractor")

OF THE SECOND PART,

WITNESSETH:

That in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Definitions**

In this document:

"Contractor" – Contractor means the individual, partnership, corporation or other entity whose proposal is accepted by the Township to perform the Work and includes legal representative of the Contractor.

"Township" – means the Corporation of the Township of Whitewater Region or its authorized representative.

"Work" – means the services, activities, operations, works, matters or other things required to be done, performed or applied by the Contractor under this Contract as stipulated in Contract A, and including all extras or additional work or material duly authorized by the Township under the terms of this Contract to/for
RESIDENTIAL WASTE COLLECTION TOWNSHIP OF WHITEWATER
REGION.

A “Household” – is one of the following:

- a single family dwelling
- a unit in a duplex, triple or townhouse
- an apartment unit

2. **Contractors Responsibilities**

2.1 Perform All Work

The Contractor shall provide and perform all work required by or under this Agreement and the Tender Form document attached and shall complete the work for the price submitted in the Tender Form document.

2.2 Comply With Statutory Requirements

- (A) The Contractor shall comply with all Federal, Provincial and Municipal legislation which may have applications on the services being performed under this Contract and it shall be the sole responsibility of the Contractor to submit any applications, reports, payments or contributions with respect to Sales Tax, Income Tax, Canada Pension Plan, Employment Insurance and any other similar matter which may be required by Law to be made by the Contractor as a self-employed person or limited company in connection with the services to be performed under this agreement.
- (B) The Contractor shall comply with all Provincial and Federal Legislation affecting conditions of the work and wage rates and in addition shall provide operating and safety training to the satisfaction of the Township, for all personnel employed for the Contract and the vehicles shall have and carry at all times a First Aid Kit and fire extinguisher provided by the Contractor and approved by the Township.
- (C) The Contractor, before undertaking any work under this agreement, shall provide a certificate of good standing issued by the Worker’s Compensation Board of Ontario.

3. **Waiver**

No condoning, excusing or overlooking by the Township or any person acting on its behalf, on previous occasions, of breaches or default similar to that for which any action is taken or power exercised or forfeiture is claimed or enforced against the Contractor shall be taken to operate as a waiver of any provision of this Contract, nor to defeat or prejudice in any way the rights of the Township hereunder.

4. **Confidentiality**

Any and all information available to the Contractor as a result of this Agreement shall be treated as confidential information and the Contractor will not directly or indirectly disclose or use at any time, either during or subsequent to the term of this agreement, any information, knowledge or data gathered as a result of the performance of this agreement, unless the written consent of the Township is first obtained or unless the information, knowledge or data is of general availability to the members of the public. The Contractor agrees that all documents, goods, designs or programs, submitted or prepared by the Contractor under this agreement are the property of the Township and the copyright therein vests in the Township.

5. **Assignment**

5.1 This agreement shall not be assigned or subcontracted in whole or in part by the Contractor without the prior written consent of the Township.

5.2 This agreement shall enure to the benefit of and be binding upon the parties hereto and their executors, administrators, successors and assigns.

6. **Remedy**

If, in the opinion of the Township, the Contractor neglects to execute the work or fails to perform any provisions of this Contract, the Township, following the expiration of five (5) consecutive days written notice hand-delivered to the Contractor, may without prejudice to any other right or remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor.

7. **Entire Contract**

This agreement together with all items as listed in Section 3 of Contract A, Tender Form and addenda attached hereto constitutes and expresses the entire agreement of the parties hereto and any amendment or addition thereto shall be in writing and signed by the respective parties.

8. **Arbitration**

In the event of differences between the parties to the Contract as to the interpretation, application or administration of this Contract, such differences shall be settled by appointment of a single Arbitrator pursuant to and in accordance with the Laws of the Province of Ontario. The Contractor shall continue diligently to prosecute the work pending determination of any dispute. In the event the Contractor refuses to proceed diligently with the work or any portion thereof, the Contractor shall be directly responsible for all damages to the Township as a result of such stoppage and, in addition to any other right, the

Township shall have the right to complete the work and to recover the cost of same from the Contractor and may deduct the cost from any payment then or thereafter due to the Contractor.

9. **Law of Contract**

This Contract shall be governed by the Laws of the Province of Ontario and the Laws of Canada applicable therein and the parties do hereby irrevocably submit and attorn to the jurisdiction of the Courts of the Province of Ontario in respect of all matters arising out of or relating to this Contract or the transactions contemplated hereby.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.

SIGNED, SEALED AND DELIVERED)

In the presence of :) Contractor

)

)

_____) Per: _____

Witness)

)

)

) Township of Whitewater Region

)

)

_____) Per: _____

Witness)

TENDER FORM
THE CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION

1. BIDDER

Name _____

Address _____

Post Office Address _____

Telephone Number _____

(herein called the "Bidder")

2. TO:

The Corporation of the Township of Whitewater Region
P.O. Box 40
44 Main Street
Cobden, Ontario
K0J 1K0

(herein called the "Township")

Having carefully examined the complete tender bid package as defined in Item 3 of Contract A and having examined all conditions affecting the Work, the Bidder hereby offers to carry out the work and furnish all materials, equipment and labour necessary therefore as outlined and in accordance with Item 12 of Contract A for the sum of :

Year 1 \$ _____ per permanent household (2952) per weekly pick-up (including applicable HST),

Year 2 \$ _____ per permanent household (2952) per weekly pick-up (including applicable HST),

Year 3 \$ _____ per permanent household (2952) per weekly pick-up (including applicable HST),

Year 4 \$ _____ per permanent household (2952) per weekly pick-up (including applicable HST),

Evaluation and Award of Tender Form/Bids will be based on the Grand Total of the respective four (4) year amounts and will assume the 2952 permanent households is representative for each year.

Schedule “A”

Township of Whitewater Region Waste Management Fuel Surcharge Agreement

General Conditions

- 1) The fuel surcharge will be determined by relying on recent and historical data published on the Ontario Ministry of Energy website (www.energy.gov.on.ca) . The monthly fuel surcharge will be based on the average diesel fuel cost for Ottawa.
- 2) The percentage of surcharge will be applied to the original contract cost based on the cost of fuel as determined by the aforementioned.
- 3) The following is the fuel surcharge chart:

Cost per Litre (\$)	Surcharge (%)
\$1.240	0%
1.241 – 1.260	7.0%
1.261 – 1.280	7.2%
1.281 – 1.300	7.4%
1.301 – 1.320	7.6%
1.321 – 1.340	7.8%
1.341 – 1.360	8.0%
1.361 – 1.380	8.2%
1.381 – 1.400	8.4%
1.410 – 1.420	8.6%
1.421 – 1.440	8.8%
1.441 – 1.460	9.0%
1.461 – 1.480	9.2%
1.481 – 1.500	9.4%
1.501 – 1.520	9.6%
1.521 – 1.540	9.8%
1.541 – 1.560	10.0%
1.561 – 1.580	10.2%
1.581 – 1.600	10.4%

Form A

**Township of Whitewater Region
Contractor / Sub-Contractor Health & Safety
Responsibility Agreement**

This agreement is made this ____ day of _____, 20 ____ between the

Contractor/Sub-Contractor _____

Of _____, and the Corporation of the Township of Whitewater Region.

- a) The Contractor / Sub-Contractor agrees to abide by the rules and regulations put forth in the Occupational Health & Safety Act of the province of Ontario and its associated regulations, as well as the rules and regulations put forth by the Workplace Safety and Insurance Board.
- b) The Contractor / Sub-Contractor agrees to adopt and abide by the Township of Whitewater Regions Health & Safety Policy as well as its Procedures Manual. The Contractor / Sub-Contractor will ensure its workers will do the same.
- c) The Contractor / Sub-Contractor will provide proof of liability insurance coverage property damage in the amount of no less than one million dollars per occurrence for the entire duration of the Contract.
- d) The Contractor / Sub-Contractor will employ only trained, competent and skilled workers. The said workers will be covered for workplace insurance under the Workplace Safety and Insurance Act. The Contractor / Sub-Contractor will provide a current Clearance Certificate from the Workplace Safety and Insurance Board.
- e) The Contractor / Sub-Contractor will maintain in good standing all permits and licenses required by any authority having jurisdiction over the business of the Contractor / Sub-Contractor. This will be carried out at the expense of the Contractor / Sub-Contractor. The Contractor / Sub-Contractor will comply with all Federal, Provincial and Municipal Government Laws and Regulations which are applicable to the business. The Contractor / Sub-Contractor further agrees and acknowledges that any violation of the Township of Whitewater Region's Health & Safety Policies and Procedures and/or the Legislated requirements of the Occupational Health & Safety Act or its Regulations is justification for immediate termination of its Contract with the Township of Whitewater Region and without any further obligation on the part of the Township of Whitewater Region.
- f) This agreement is made in accordance with the laws of Ontario and the courts of Ontario will have jurisdiction in matters relating to this agreement.
- g) The Contractor / Sub-Contractor will not employ or retain anyone as a Sub-Contractor to perform any part of its obligations under this agreement without the written consent of the Township of Whitewater Region.

Signed this ____ day of _____, 20 ____

Contract / Sub-Contractor _____
(authorized signature)

Name of Signing Officer _____ Title _____

The Township of Whitewater Region _____
(authorized signature)

Name of Signing Officer _____ Title _____

