



**Municipal Services  
Waste Collection for the  
Town of Kingsville**

**Rev: June 23, 2020**

**File No. 20-601**  
**WASTE COLLECTION SERVICES**  
**TOWN OF KINGSVILLE**

Tenders will be received by Online Submission Only by the Corporation of the Town of Kingsville until **11:00am (Local Time) on October 2<sup>nd</sup>, 2020.** Bids can be submitted to the Corporation of the Town of Kingsville at the web address below.

**THE MAJOR ITEMS CONSIST OF:**

<b>Residential Refuse Collection</b> <b>Organics (Yard Waste) Collection</b> <b>Front-end Bin Service</b>
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All Bidders shall have a Bidding System Vendor account and be registered as a Plan Taker for this Bid opportunity, which will enable the Bidder to download the Bid Call Document, to receive Addenda/Addendum email notifications, download Addendums and to submit their bid electronically through the Bidding System.

Bidders are cautioned that the timing of their Bid Submission is based on when the Bid is **RECEIVED** by the Town of Kingsville's electronic tendering system, **not** when a Bid is submitted by a Bidder, as Bid transmission can be delayed in an ***"Internet Traffic Jam"*** due to file transfer size, transmission speed, etc.

For the above reasons, the Town of Kingsville recommends that Bidders allow sufficient time to upload their Bid Submission and attachment(s) (if applicable) and to resolve any issues that may arise. The closing time and date shall be determined by the Town of Kingsville's Bidding System web clock.

The Town of Kingsville's electronic tendering system will send a confirmation email to the Bidder advising that their bid was submitted successfully. If you do not receive a confirmation email, contact technical support at bids&tenders via email: [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca).

Late Bids shall not be accepted by the Town of Kingsville's electronic tendering system.

To ensure receipt of the latest information and updates via email regarding this bid, or if a Bidder has obtained this Bid Document from a third party, the onus is on the Bidder to create a Bidding System Vendor account and register as a Plan Taker for the bid opportunity at [\[Kingsville.bidsandtenders.ca\]](http://Kingsville.bidsandtenders.ca)

Sincerely,

Shaun Martinho  
smartinho@kingsville.ca  
(519)733-2305 x 226

**SPECIFICATIONS FOR WASTE COLLECTION SERVICES  
IN THE TOWN OF KINGSVILLE**

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**GENERAL INFORMATION TO TENDERERS**

**SECTION 1- General Information to Tenderers**

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## 1 DEFINITIONS

- 1.1. Wherever a word is used in this Contract with its first letter capitalized, the term is being used as it is defined in this Section. Where any word appears in ordinary case, its regularly applied meaning in the English language is intended.
- 1) “**Agreement**” refers to the Agreement between the Corporation and the Bidder, to be completed and signed upon award, all of which form part of this Contract;
  - 2) “**Contract**” refers to the electronic version of this document and all clauses, definitions and additions that are included on the Town of Kingsville electronic tendering system;
  - 3) “**Contract Administrator**” refers to the authorized employee(s) of the Corporation, or his/her designate, to whom carriage and administration of this Contract has been granted;
  - 4) “**Corporation**” and/or “**Owner**” refers to The Corporation of the Town of Kingsville;
  - 5) “**Bidder**” and/or “**Contractor**” refers to any corporation, company, partnership, trust, sole proprietorship or individual awarded the Contract and/or bidding on this Tender;
  - 6) “**Engineer**” refers to the Corporation’s Engineer who has been assigned to oversee this Contract. The Engineer’s duties may be assumed by the Contract Administrator, as the Corporation may so advise the Contractor;
  - 7) “**Tender Document**” and/or “**Tender**” refer to the submission made by the Bidder in response to this Contract.

## 2 MANDATORY ELECTRONIC BIDDING

- 2.1. All Tenders are to be completed and submitted utilizing the Corporation of the Town of Kingsville’s electronic tendering system, on or before the Tender closing date and time (see section “Information to Tenderers”, item 10.1) at the web address below

<https://kingsville.bidsandtenders.ca/Module/Tenders/en>

- 2.2. **No hard copies of the Tender will be accepted or considered.**

### **3 TENDERERS MAY OBTAIN INTERPRETATION OF TENDER DOCUMENTS**

- 3.1. Each bidder must review all tender documents and promptly report and request clarification of any discrepancy, deficiency, ambiguity, error, inconsistency or omission contained therein 5 working days prior to the tender closing not including Saturdays, Sundays and Statutory Holidays observed by the Corporation, for regular business hours. Any such request must be submitted to the Project Contact, in writing. **Directing inquiries to other than the Project Contact may result in your submission being rejected.**

### **4 ADDENDA**

- 4.1. Bidders shall acknowledge receipt of any addenda when submitting their Bid through the Town of Kingsville's electronic tendering system. Bidders shall check a box for each addendum/addenda and any applicable attachments that has been issued before a Bidder can submit their Bid submission online.
- 4.2. Addendum/Addenda will typically be issued through the Town of Kingsville's electronic tendering system, Forty-eight (48) Hours prior to Closing Time and Date.
- 4.3. In the event an addendum is issued within Forty-eight (48) Hours prior to Closing Time and Date, it may include an extension of the Closing Time and Date. It is the responsibility of the Bidder to have received all Addendum/Addenda that have been issued. Bidders should check online at <https://kingsville.bidsandtenders.ca> prior to submitting their Bid and up until Bid closing time and date in the event additional addendums are issued.
- 4.4. The Corporation encourages Bidders **not** to submit their Bid **prior to** forty-eight (48) hours before the Bid closing time and date, in the event that an addendum is issued. If a Bidder submits their bid prior to this or at any time prior to the bid closing and an addendum/addenda is issued by the Corporation, the Town of Kingsville electronic tendering system shall **WITHDRAW** their Bid submission and change their Bid submission to an **INCOMPLETE STATUS (NOT accepted by the Owner)**. The withdrawn Bid can be viewed by the Bidder in the "**MY BIDS**" section of the Bidding System. The Bidder is solely responsible to:
- 1) make any required adjustments to their Bid; and
  - 2) acknowledge the addendum/addenda; and
  - 3) Ensure the re-submitted Bid is RECEIVED by the Bidding System no later than 11:00:00 a.m. (11:00:00 hours) local time, on the Bid Closing Date.

- 4.5. Additional company contacts are recommended for the reasons outlined below:
- 1) Do not invite any additional contacts that you do not want to have access to view, edit, submit and/or withdraw or who may be in direct competition for example (a company may have two divisions that could compete for the same Bid Opportunity).
  - 2) You are strongly urged when creating or updating a Bidding System Vendor account to add additional company contacts to create their own login to the Town of Kingsville electronic tendering system. This will permit your invited contacts that have created their own login to manage (register, submit, edit and withdraw) Bids which your Company is a Registered Plan Taker for. In the event you are on vacation, or due to illness, etc. these additional contacts may act on your Company's behalf and have the authority to; receive addendum notifications from the Bidding System, and where permitted by the terms and conditions of the Bid Call Document, to submit Bids electronically through the Town of Kingsville's electronic tendering system and/or withdraw and/or edit and/or acknowledge addendum/addenda, on your behalf.
  - 3) If you are an invited company, contact it is imperative that you create your login from the link contained in the email invitation. Do NOT go directly to <https://kingsville.bidsandtenders.ca> website and create a separate vendor account.

## **5 CONTACT**

- 5.1. Additional information regarding this Tender can be obtained by contacting the following person(s):

Shaun Martinho  
*Manager of Public Works*  
Phone: 519.733.2305 x 226  
Email: [smartinho@kingsville.ca](mailto:smartinho@kingsville.ca)

## **6 SUBMISSION OF TENDERS**

- 6.1. All Bidders shall have a Bidding System Vendor account and be registered as a Plan Taker for this Bid opportunity, which will enable the Bidder to download the Bid Call Document, to receive Addenda/Addendum email notifications, download Addendums and to submit their bid electronically through the Bidding System.
- 6.2. Failure to complete all parts of the Form of Tender may result in disqualification of the Tender submitted.



- 6.3. The Owner reserves the right to accept any tender or to reject any or all Tenders submitted for this work.

### **Closing Date & Time**

- 6.4. Bid submissions shall be received by the Town of Kingsville's electronic tendering system not later than October 2<sup>nd</sup>, 2020 at 11:00 a.m, local time. The closing time shall be determined by the Bidding System web clock.
- 6.5. Bidders are cautioned that the timing of Bid Submission is based on when the Bid is RECEIVED by the Bidding System, not when a Bid is submitted by a Bidder, as Bid transmission can be delayed in an "Internet Traffic Jam" due to file transfer size, transmission speed, etc.

## **7 UNBALANCED TENDERS**

- 7.1. Each item in the Tender Form shall be reasonably priced for such item. An unbalanced item(s) may be cause for rejection of the Tender.

## **8 ACCEPTANCE OR REJECTION OF TENDERS AND CONTRACT AWARD**

- 8.1. The Owner reserves the right to accept any tender or to reject any or all Tenders submitted for this work.
- 8.2. Owner reserves the right to reject:
- 1) Any or all Tenders, including without limitation, nonconforming, non-responsive, unbalanced, or conditional Tenders;
  - 2) Any or all Tenders for any reason set out in the Owners Purchasing By-law;
  - 3) Any or all Tenders by an individual or entity under the same or different names where the Owner has reasonable grounds for believing that the Tenderer has an interest in more than one Bid for the Work;
  - 4) The Tender if any Tenderer if Owner believes that it would not be in the best interest of the Project to make an award to that Tenderer.
- 8.3. The Owner reserves the right to accept the Tender that it deems in its discretion most advantages. The Tender having the lowest cost to the Owner or any Tender shall not necessarily be accepted. The Owner may take into account when evaluating a Tender any criteria that it desires including, without limitation, the following (not necessarily in order of importance):
- 1) The qualifications of the Tenderer;

- 2) Tender Price;
  - 3) Completion Date;
  - 4) The qualifications of Tenderers and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Tender Form;
  - 5) The Owner's working relationship (positive or negative) with any Tenderer;
  - 6) The quality and responsiveness of the Tenderer, including, without limitation, all requested information;
  - 7) Whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.; and
  - 8) The qualifications of Tenderers and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities should be submitted as provided in the Bid Form;
- 8.4. The Owner is not obliged to inform the Tenderers of the relative weight to be given to any particular evaluation criteria, to open the Tenders publicly, or to provide reasons to any Tenderer with respect to any use of the Owner's discretion.
- 8.5. In the event that there is a discrepancy in the Tender between the lump sum or unit prices written in words and figures, the prices written in words shall govern.
- 8.6. The Owner reserves the right to decrease the scope of the work to be done under this contract and to omit any work in order to bring the cost within available funds. To this end, the Owner reserves the right to reduce the quantity of any items or omit all of any items as set forth in the Tender, either prior to executing the contract or at any time during the progress of the work. The Owner further reserves the right, at any time during the progress of the work, to restore all or part of any items previously omitted or reduced. Exercise by the Owner of the above rights shall not constitute any ground or basis of claim for damages or for anticipated profits on the work omitted.

- 8.7. The Owner may make such investigations as they deem necessary to determine the ability of any Tenderer and its named subcontractors to perform the Work and the Owner may utilize the results of such investigation in awarding the Contract.
- 8.8. Receipt of an invitation to Tender by a Tenderer or receipt and evaluation by the Owner of a Tender does not imply that any Tenderer is qualified.
- 8.9. In the event of a tie in the Total Tender Price between two (2) Tenderers, the Owner reserves the right to conduct a coin flip to determine to which Tenderer the Contract shall be awarded.
- 8.10. A Tender is accepted by the Owner when an agreement in the form bound herein is executed by the Owner and by the Tenderer.
- 8.11. The Owner shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Tenderer prior or subsequent to or by reason of the acceptance or the non-acceptance by the Owner of any Tender or by reason of any delay in the acceptance of a Tender same as provided in the Contract.
- 8.12. No Tenderer shall have any claim for any compensation of any kind whatsoever (including, without limitation, the cost of preparing and submitting the Tender, and any anticipated profits and contributions to overhead) against the Owner as a result of participating in this process, and by submitting a Tender each Tenderer shall be deemed to have agreed that it has no claim. For greater certainty, the Tenderer hereby waives any claim for damages or costs of any nature against the Owner (including, without limitation, the cost of preparing and submitting the Tender, and any anticipated profits and the Owner's use of its discretion under the Tender Documents).
- 8.13. In preparing and submitting the Tender, Tenderers are advised that the Owner may award other contracts for work in the area.
- 8.14. Where only one bid is received, it may be accepted by the Owner.
- 8.15. This contract will not be awarded until all necessary government, municipal budget, regulatory and or other pre-condition approvals have been obtained by the Owner.
- 8.16. The Owner reserves the right to decrease the scope of the work to be done under this contract and to omit any work in order to bring the cost within available funds. To this end, the Owner reserves the right to reduce the quantity of any items or omit all of any items as set forth in the Bid, either prior to executing the contract or at any time during the progress of the work. The Owner further reserves the right, at any time during the progress of the work,

to restore all or part of any items previously omitted or reduced. Exercise by the Owner of the above rights shall not constitute any ground or basis of claim for damages or for anticipated profits on the work omitted.

## **9 QUANTITIES**

- 9.1. The quantities as set out in the Form of Tender are approximate only and are given as a basis for estimating and comparing Tenders. For refuse and organics collection, the contractor will be paid on the actual number of households serviced during the course of the contract. The increase or decrease in the number of households will be provided to the contractor by the Owner annually.
- 9.2. The Owner shall use the following procedures for checking Tenders:
- 1) Wherever the amount tendered for an item does not agree with the extension of the estimated quantity (Est. Qty.) times the unit price, or if the extension has not been made, the unit price shall govern and the amount shall be corrected accordingly;
  - 2) If both the unit price and the amount are left blank, then both shall be considered as zero;
  - 3) If the unit price is left blank but an amount is shown for the item, the unit price shall be established by dividing the amount by the estimated quantity;
  - 4) If the amount is left blank for a lump sum item it shall be considered as zero;
  - 5) If the calculation of the Harmonized Sales Tax (HST) is done incorrectly, the Owner will calculate the correct amount and correct the Total Tender Price accordingly;
  - 6) For Lump Sum items, only the dollar value shown in the amount column will be used in determining the Total Tender Price.

## **10 EXAMINATION OF SITE**

- 10.1. It is the responsibility of each Tenderer before submitting a Tender to:
- 1) examine and carefully study the Tender Documents, and the other related data identified in the Tendering Documents;
  - 2) visit the Site and become familiar with and satisfy Tenderer as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

- 3) become familiar with and satisfy Tenderer as to all federal, provincial, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
  - 4) consider the information known to Tenderer; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Tendering Documents; and the Site-related reports and drawings identified in the Tendering Documents, with respect to the effect of such information, observations, and documents on 1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures to be employed by Tenderer, including applying any specific means, methods, techniques, sequences, and procedures expressly required by the Tendering Documents; and (3) Tenderer's safety precautions and programs;
  - 5) agree at the time of submitting its Tender that no further examinations, investigations, explorations, or data are necessary for the determination of its Tender for performance of the Work at the price(s) tendered and within the times required, and in accordance with the other terms and conditions of the Tendering Documents;
  - 6) become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Tendering Documents;
  - 7) correlate the information known to Tenderer, information and observations obtained from visits to the Site, reports and drawings identified in the Tendering Documents, and all additional examinations, investigations, explorations, and data with the Tendering Documents;
  - 8) promptly give the Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Tenderer discovers in the Tendering Documents and confirm that the written resolution is acceptable to Tenderer; and
  - 9) determine that the Tendering Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 10.2. The submission of a Tender will constitute an incontrovertible representation by Tenderer that Tenderer has complied with every requirement of this Section 1- Item 5: Examination of Site, that without exception the Tender is premised upon performing and furnishing the Work required by the tendering Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Tendering Documents, that Tenderer has given the

Owner written notice of all conflicts, errors, ambiguities, and discrepancies that Tenderer has discovered in the Tendering Documents and the written resolutions thereof by the Owner are acceptable to Tenderer, and that the Tendering Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

- 10.3. The submission of a Tender shall be deemed proof that the Tenderer has satisfied himself as to all the conditions which may enter into the carrying out of the Tender to a satisfactory conclusion and no claims will be entertained from a Tenderer who was uninformed as to any of the provisions or conditions intended to be covered by the Tender.
- 10.4. The Tenderer shall make his own estimate of the facilities and difficulties to be encountered including the nature of the subsurface materials and conditions. The Tenderer is not to claim at any time after submission of his Tender that there was any misunderstanding of the terms and conditions of the Contract relating to site conditions.
- 10.5. The Owner has made no arrangements with private owners for site investigations to be carried out by prospective Tenderers. If any person proposes to carry out any investigation on private property relative to the proposed works, the tenderer shall, before entering the said property, and any other property, and before commencing the said investigation, contact each owner and occupant of the said properties and advise them of the nature and extent of the proposed investigation and obtain an agreement in writing thereto of all such owners and occupants. The person (or firm) who was responsible for carrying out such an investigation or for making use of any access as aforesaid shall reinstate promptly all property which has been disturbed by such investigation or by use of such access and shall be responsible for all damage and claims resulting therefrom in accordance with the said agreement with such Owners and occupants.
- 10.6. With respect to any matter referred to in the foregoing paragraph, no person referred to therein is authorized to act as agent of or to make any representation on behalf of the Owner and the Owner shall not be responsible for any disturbance to or reinstatement of any property or for any damage or claims referred to therein.

## **11 OMISSIONS, DISCREPANCIES AND INTERPRETATIONS**

- 11.1. Should a Tenderer find omissions or discrepancies in any of the tender documents or should be in doubt as to the meaning of any part of such documents, the Tenderer shall notify the Engineer, preferably in writing and not later than five days before the closing date for tenders. If the Engineer considers that a correction, explanation or interpretation is necessary or

desirable, he will issue an addendum to all who have taken out tender documents no later than 24 hours before the Tender Closing.

- 11.2. No oral explanation or interpretation shall modify any of the requirements or provisions of the tender documents.
- 11.3. Tenderers are advised that neither the Tenderer nor the Owner shall take advantage of any apparent errors. The Engineer reserves the right to make corrections to any apparent error including, written notification to all Tenderers of corrections or clarifications.

## **12 PAYMENT OF HOLDBACK**

- 12.1. The work conducted in each calendar year of the Contract shall be deemed to be substantially performed on December 31st of that calendar year.
- 12.2. Following each date of substantial performance, the Municipality shall release to the Contractor the final month's payment during which the work has been substantially performed, according to the requirements of the Construction Lien Act and upon receipt of the bonds for the next 12 month period, and any other requirements of the Contract.
- 12.3. Any holdback held by the Municipality according to the terms of this Contract, for such purposes other than the requirements of the Construction Lien Act, shall be released to the Contractor when all of the requirements of the Contract have been satisfied.

## **13 PLANS AND SPECIFICATIONS**

- 13.1. It will be the Tenderer's responsibility to clarify any details in question in this Tender or shown on the accompanying plans before submitting his Tender. The unit prices, as tendered, shall include the furnishings of all materials, supplies and equipment and provision of all labour, supervision, utility and transportation services necessary to perform and complete all of the work in this Tender to the satisfaction of the Owner. No allowance will be made for the Tenderer not being familiar with this Tender.

## **14 PRIME TENDERER**

- 14.1. The Tenderer shall bid on all sections of this Tender and the Owner will deal only with the Prime Tenderer whose name is shown in the Agreement, or his appointed representative.
- 14.2. This Contract will be awarded to one Tenderer only.

## 15 QUALIFICATIONS OF TENDERER

- 15.1. The Tenderer shall scan and up-load a copy of his Waste Systems Environmental Compliance Approval from the Ontario Ministry of the Environment and Conservation and Parks. If the Tenderer has not, at the time of submission, received MECP approval, he must submit with his tender evidence satisfactory to the Municipality that he will receive such approval within seven (7) days after the contract award date.
- 15.2. To demonstrate the Tenderer's qualifications to perform the Work, within 10 days of Owner's request, the Tenderer may be required to submit additional information as may be called for below.
  - 1) The number of years engaged in the contracting business under the present firm name, and the name of the province where incorporated;
  - 2) A financial statement of the Tenderer showing that the Tenderer has the financial resources to meet all obligations incidental to the Work;
  - 3) A list of projects presently under contract, the approximate contract amount, and percent of completion of each; and
  - 4) Such additional information as will assist Owner in determining whether the Tenderer is adequately prepared to fulfil the contract.
- 15.3. Tenderer is advised to carefully review those portions of the Tender Form requiring Tenderer's representations and certifications.
- 15.4. Owner's decision as to the qualification of the Tenderer shall be final.

## 16 INSURANCE

- 16.1. The successful Tenderer must provide to the Owner the following certificates of insurance prior to the execution of the contract:

### General Liability Insurance

- 16.2. Certificates of Insurance must provide a minimum comprehensive general liability insurance coverage of not less than **Five Million Dollars (\$5,000,000.00)**. (Municipal OPSS Spec from November 2006)
- 16.3. The general liability insurance shall include but not be limited to:
  - 1) All premises, property and operations necessary or incidental to the performance of the contract;



- 2) Bodily injury and property damage on an occurrence basis;
  - 3) Personal injury;
  - 4) Broad form property damage;
  - 5) Contingent employers liability;
  - 6) Owners and contractors protective;
  - 7) Cross Liability
  - 8) Products and completed operations; and
  - 9) Blanket written contractual
- 16.4. The Corporation of the Town of Kingsville, and their designates, shall be named as additional insureds.

#### **Automobile Liability Insurance**

- 16.5. Automobile liability insurance in respect of all vehicles shall have limits of not less than **Five Million Dollars (\$5,000,000.00)** inclusive per occurrence for bodily injury, death and damage to property, in the following forms endorsed to provide the Owner with not less than thirty (30) days written notice in advance of any cancellation, change or amendment restricting coverage:
- 1) Standard non-owned automobile policy including standard contractual liability endorsement.
  - 2) Standard Owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned or operated by or on behalf of the Contractor.

#### **17 LABOUR CONDITIONS**

- 17.1. Labour conditions, as set out by the Ministry of Labour, must be adhered to during the course of this agreement.

#### **18 HUMAN RIGHTS AND HARRASSMENT**

- 18.1. The Corporation is firmly committed to providing worksites free from harassment and discrimination and has adopted a "Violence and Harassment Policy" to that effect.

- 18.2. The Contractor shall have corporate policy(ies) dealing with harassment, sexual harassment, and discrimination in the workplace and shall govern the conduct at the worksite in accordance with the *Human Rights Code*, R.S.O. 1990, c. H.19 and regulations, as amended.
- 18.3. The Contractor shall maintain a worksite free from harassment and discrimination and shall ensure all individual working at the worksite, including sub-contractors and their employees, are aware of those policies and their obligations under the Act, and govern themselves accordingly.

## **19 ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT, 2005**

- 19.1. The Corporation is required to comply with the Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c.11, as amended, and the associated regulations. Pursuant to the Act, the Corporation is required to ensure that every person who deals with members of the public or other third parties on behalf of the Corporation or who participates in developing the Corporation's policies, practices and procedures governing the provision of goods and services to members of the public or other third parties receives training about the provision of goods or services to persons with disabilities.
- 19.2. The Corporation's Accessibility Policy is available upon request. All Bidders shall certify in their Tender that the persons in their organizations who are required to receive training as required by the Act, have received such training or will receive such training prior to the commencement of work under the Agreement. The Corporation may require such persons to successfully complete an assessment of their knowledge of provision of goods and services to persons with disabilities prior to commencement of work for the Corporation. The Corporation will assist successful Bidder by providing contact information for an online training program vendor for such persons if requested.

## **20 WORKPLACE SAFETY & INSURANCE BOARD**

- 20.1. Certificates of good standing from the Workplace Safety and Insurance Board will be required at the time of submitting the Tender. Bidders shall scan and up-load a copy of the Workplace Safety and Insurance Board certificate to the Town of Kingsville's electronic tendering system similar to the completed Waste Systems Environmental Compliance Approval (See Section "General Information to Tenderers", Item 14).

## **21 INDEMNIFICATION**

- 21.1. The Bidder agrees to be responsible for, and to protect, save harmless, and indemnify the Corporation and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by

the Corporation or for which the Corporation may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Bidder or any subcontractor for the Corporation.

## **22 HARMONIZED SALES TAX**

- 22.1. All prices shall be provided in Canadian Funds, inclusive of all applicable customs duties, levies and taxes, except for HST, which shall be shown separately on the appropriate line in the Form of Tender. All Bidders shall provide their Harmonized Sales Tax (HST) registration number on the appropriate line in the Form of Tender. **If the Bidder is located outside of Canada and is not a GST/HST Registrant, this may not apply.**

## **23 GENDER AND SINGULAR REFERENCES**

- 23.1. References to the masculine or singular throughout the Tender Documents shall be considered to include the feminine and the plural and vice versa as the context implies.

## **24 INDEX AND REFERENCE NUMBERS**

- 24.1. All index and reference numbers either in the Tender Form, Plans, Drawings, Specifications, General Conditions or Index are given for the convenience of the Contractor, and such must be taken only as a general guide to the items referred to. It must not be assumed that such numbering is the only reference to each item, but the Plans and Specifications as a whole must be fully read in detail for each item.

**SECTION 2**  
**SPECIAL INFORMATION TO TENDERERS**

**SECTION 2- Special Information to Tenderers**

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## 1 DEFINITIONS

- 1.1. For the purposes of this Contract, unless there is something in the subject matter or context inconsistent therewith, the following terms and expressions shall have the following means throughout:
- 1) The words “**Municipality**”, “**Corporation**” and “**Owner**” shall mean the Corporation of the Town of Kingsville whose authorized representatives shall be the Director of Municipal Services and any other persons designated to represent the Municipality.
  - 2) “**Household**” - means any single-family dwelling or cottage; each unit of a semi-detached dwelling, duplex, tri-plex, quad-plex, row or town house, and each unit in an apartment building containing less than 6 residential units; and a residence for farm labour that would generate, per collection, less than five bags or pails of Refuse per unit.
  - 3) “**Junk**” – means oversized Household Refuse, including weighty or bulky materials such as mattresses, and furniture, and any other large discarded materials which are generated on residential premises, but excluding tires, white goods, metal items, building materials, trade waste or any trash accumulated from a place of business, concrete items, automobile bodies or parts, farm equipment or parts, fencing or hazardous wastes.
  - 4) “**Organics**” or “**Yard Waste**”- – means grass, leaves, garden trimming, brush, branches less than 75 millimeters (3 inches) in diameter and no more than 1.2 metre (4 feet) in length, fruit and vegetable scraps, dryer lint, hair, coffee grounds, tea bags, and eggshells set out unbagged in garbage pails, composters, roll-out carts, kraft paper bags, cardboard boxes, or tied in bundles, generated equivalent to a 5 bag/pail limit.
  - 5) “**Refuse**” – means solid non-hazardous domestic waste, excluding tires, recyclable materials, organics, and white goods, metal items or any other material designated by the Municipality, set out in garbage bags, garbage pails or similar containers weighing less than 20 kilograms. Refuse also includes Junk, where the collection of both is implied.
  - 6) “**Residential Waste**”- means, refuse, organics and junk.
  - 7) “**Transfer Station 2**”- – means the Transfer Station owned by The Essex Windsor Solid Waste Authority (EWSWA) located at 2021 Albuna Townline (County Road 31) in the Town of Kingsville.

- 8) “**Weekly Collection**” - means the collection of Refuse, Junk and Organics every specified week from each household in the Municipality.

**2 TERM OF CONTRACT**

- 2.1. The term of this Contract shall commence on January 1, 2021 and shall terminate on December 31, 2026.

**3 PERFORMANCE OF CONTRACT**

- 3.1. The Contractor shall supply all of the materials, equipment, labour and supervision to perform all of the work specified in a good and workmanlike manner in accordance and in compliance with the General/Special Information for Tenderers, Form of Tender, Special Provisions, Scope of Work, Schedules and Form of Agreement to be executed and delivered (herein collectively referred to as the Contract).

**4 DRAWINGS**

- 4.1. The drawings which form a part of this Contract are included in Appendix A – Waste and Organics Collection Mapping of these Contract Specifications.

**5 LOCATION AND DESCRIPTION OF WORK**

- 5.1. The work to be carried out under this Contract shall include the furnishing of all labour, supervision, plant and materials necessary to carry out waste collection services in the Municipality of Kingsville:
- 5) Front-end Load Waste Container Collection- To provide front-end load containers for the facilities/locations listed in Schedule A in Section - Form of Tender.
  - 6) Residential Refuse Collection- To provide curbside waste collection in the Town of Kingsville. This consists of 52 weekly collections of waste per annum (5-bag limit) including junk collection such as bulky items (couches, chairs, mattresses, carpeting, etc.). Collection is completed on a two-day schedule as identified in the Appendix.
  - 7) Downtown Collection- One additional collection of garbage per week for 80 commercial businesses in the downtown as identified in the Appendix.
  - 8) Yard Waste (Organics) Collection- This includes 16 collection dates completed biweekly beginning in April and ending in November along the identified route in the Appendix.

9) PROVISIONAL White Goods Collection- This includes the collection of appliances, such as metal items, hot water tanks, barbeques, sinks etc. Residents arrange collection with the municipality via appointment. There are 12 collection dates one per month.

5.2. The above description is general only and must not be considered as limiting of scope.

## **6 SITE ACCESS AND HOURS OF OPERATION**

6.1. The Contractor shall have access to the Landfill Site and Transfer Station 2 through the main gate only during the hours of operation.

6.2. The current operating hours of the Essex-Windsor Regional Landfill are 8:00 a.m. to 4:45 p.m., Monday – Friday, and 9:00 a.m. to 1:00 p.m. on Saturdays.

6.3. The current operating hours of Transfer Station 2 are:

November – March

Monday – Friday: 8:30 a.m. – 4:15 p.m.

Saturday: 9:00 a.m. – Noon

April – October

Monday – Friday: 8:00 a.m. - 4:45 p.m.

Saturday: 8:00 a.m. – 1:45 p.m.

6.4. The Landfill and Transfer Station will normally be closed on the following statutory holidays: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day and half days on Christmas Eve and New Year's Eve.

6.5. The Contractor should note that the Town of Kingsville will not be held responsible for any delays to the Contractor or costs incurred should the Landfill Site and/or Transfer Stations not be open for the normally scheduled hours for any reason whatsoever. The hours of operation are subject to change at the discretion of the Municipality.

## **7 MUNICIPAL FACILITIES**

7.1. The Contractor shall be responsible for any damage to the Municipality's facilities or property which results from its operations. The Contractor shall repair any such damage without delay, at its own expense and to the complete satisfaction of the Municipality. If the Contractor fails to repair Municipal property without delay, then the Municipality will arrange for the necessary repairs and deduct it from payments due the contractor.



**8 MATERIALS**

- 8.1. All the necessary for the proper completion of the Work, except that listed as being supplied by the Owner, shall be supplied by the Contractor. The Contract price for the appropriate tender items shall be deemed to include full compensation for the supply of such Material.

**9 GENERAL CO-ORDINATION**

- 9.1. The Contractor is advised that as other work may be in progress within or adjacent to the limits of this Contract, the Contractor shall cooperate with other Contractors and utility companies and they shall be allowed free access to their work at all times.

**10 FAILURE TO PERFORM**

- 10.1. The Municipality may forthwith, without prior notice, take remedial action, if the Contractor fails to properly carry out its responsibilities to the full satisfaction of the Municipality. The Municipality may, after notifying the Contractor's Supervisor, undertake alternative means to perform the work during the time the Contractor is unable to perform. Any and all expenses incurred by the Municipality in so doing may be deducted by the Municipality from compensation due to the Contractor under the Contract.

**11 CLAIMS**

- 11.1. If a Contractor considers that a claim for compensation for costs incurred or for loss suffered during the performance of the Contract, the Contractor should immediately advise the Owner of Intent to Claim on any specific portion of the Contract.
- 11.2. The Contractor shall provide written notice in the standard form "Notice of Intent to Claim" within 7 Days of the commencement of any part of the Work that may be affected by the situation.
- 11.3. The Contractor shall submit detailed claims as soon as reasonably possible and in any event no later than 30 Days after completion of the work affected by the situation. The detailed claim shall:
- 1) Identify the item or items in respect of which the claim arises;
  - 2) State the grounds, contractual or otherwise, upon which the claim is made;
  - 3) Include the Records maintained by the Contractor supporting such claim.

- 11.4. In exceptional cases, the 30 Days may be increased to a maximum of 90 Days with approval in writing from the Owner.
- 11.5. Within 30 Days of the receipt of the Contractor's detailed claim, the Owner may request the Contractor to submit any further and other particulars, as the Owner considers necessary to assess the claim. The Contractor shall submit the requested information within 30 Days of receipt of such request.
- 11.6. Within 90 Days of receipt of the detailed claim, the Owner shall advise the Contractor, in writing, of the Owner's opinion with regard to the validity of the claim.
- 11.7. Where notice of claim is not given or the claim is not submitted within the periods prescribed by this section, the claim may be disallowed.

**12 BONDING REQUIREMENTS**

- 12.1. The Contractor must furnish a Performance Bond, and a Labour and Material Payment Bond each for 100% of the annual value of the Tender (excluding H.S.T.), issued by an approved Guaranty Company in triplicate within seven (7) days of notification of the awarding of the Contract by the Owner. One copy of the said bonds shall be bound into each of the three (3) executed sets of Contract Documents. The Bonds shall be supplied at the Contractor's expense in accordance to and outlined in General Conditions.
- 12.2. The Contractor shall renew the bonds annually on or before December 31st of each year, with the exception of the last year of the contract. The renewed bonds shall each be in the amount of 100% of the annual value of the tender and shall not expire until after December 31st of the next year. If the bond is not renewed as specified, the Owner reserves the right to, and may at its discretion, hold back payments to the Contractor and/or terminate the contract.

**13 COMPLIANCE WITH LAWS, REGULATIONS AND POLICIES**

- 13.1. The Contractor shall comply with all labour, police, health, environment, sanitary and other laws and regulations imposed by public bodies having jurisdiction during the term of the contract.
- 13.2. All federal, provincial and local laws and regulations, as well as policies established by the Municipality to govern the collection and hauling of refuse now or subsequently enacted, shall become a part of the Contract and be complied with in the performance of all parts of the work. The Contractor shall enforce provisions of policies established by the Municipality, where such

policies provide for such enforcement. This may include, but not be limited to a requirement to discipline persons who fail to comply with such policies.

13.3. The Contractor shall be, or shall become familiar with all such laws, regulations and policies which in any manner affect the performance of the Contract, those engaged or employed in the work, or affect facilities or equipment used in the work, or which in any way affect the conduct of the work and no plea of misunderstanding will be considered on account of ignorance thereof. Without limiting the generality of the aforesaid, it shall be the Contractor's responsibility to comply with:

- 1) Environmental Protection Act and Regulations;
- 2) Workplace Safety and Insurance Act;
- 3) Occupational Health and Safety Act;
- 4) Safety or other Policies established by the Municipality;
- 5) Construction Lien Act and Regulations; and
- 6) By-Law 25-2001 A By-law to establish, maintain and operate a waste management system in the Corporation of the Town of Kingsville.

#### **14 SPILL KIT AND SPILL ACTION PLAN**

- 14.1. In Ontario, specific notification, cleanup and liability provisions for spills of pollutants are addressed in Part X of the (Ontario) Environmental Protection Act, R.S.O. 1990, Chapter E.19 ("EPA").
- 14.2. A spill prevention, containment, and clean up contingency plan for hydrocarbon products (e.g. fuel, oil, hydraulic fluid, etc.), and other deleterious substances shall be put in place prior to work commencing, and appropriate spill containment and cleanup supplies shall be kept available on contractor vehicles. Further, all personnel working on the project should be familiar with implementing the spill cleanup plan, deployment of spill response materials and responsibilities under the MOECC/EPA act and regulations regarding Spills and Reporting of Discharges. All machinery employed for this contract should be in good repair and free of excess oil and grease.
- 14.3. The spill action plan shall contain instructions on how to contain and control any spilled material and contact information for people and organizations to notify (Municipality and MOECC).
- 14.4. Class VIII: Petroleum Sector

- 14.5. Spills of gasoline or an associated product of not more than 25 litres, classified as a Class VIII spill, subject to four conditions, need not be reported to the Ministry, however notification to the Municipality is still required. The four conditions that must be met for the reporting exemption to apply are:
- 1) the spill of the gasoline or an associated product does not enter and is not likely to enter directly or indirectly water or a watercourse, as defined by the Ontario Water Resources Act,
  - 2) the spill does not cause adverse effects other than those that are readily remediated through cleanup and restoration of paved, graveled or sodded surfaces,
  - 3) arrangements for remediation are made immediately, and
  - 4) records of the spill are maintained.
- 14.6. All other Part X duties and responsibilities of the EPA remain unaltered by the exemption, including the duty to notify the Owner and the person in control as these requirements may apply to the circumstances of a Class VIII spill.
- 14.7. Section 93 of the EPA states that there is a duty to contain and clean up the pollutant, and to restore the spill site to essentially pre-spill conditions where this can reasonably be expected. Those who had control of the spilled pollutant, and the Owner of the pollutant, are both given responsibility for containment and cleanup where the spill causes or is likely to cause the adverse effects (as defined in s.1 of the EPA), regardless of contributing circumstances.
- 14.8. This information is provided for information purposes only and is not intended as advice. Users should satisfy themselves with respect to their full obligations regarding spills reporting, spill prevention and contingency planning and should engage technical experts and legal counsel.
- 14.9. The Ministry of the Environment Spills action center can be reached at 1-800-268- 6060.

## **15 TENDER DEPOSITS**

- 15.1. A bid bond or certified payable to The Corporation of the Town of Kingsville in the amount of 10% of the Tender price (excluding HST) shall be submitted with the Tender. No interest will be paid for the tender deposit cheque retained

by the owner. The tenders are deemed to have made due allowance for this in their contract price.

- 15.2. Bidders shall scan and up-load a copy of the Paper Bid Bond to the Town of Kingsville's electronic tendering system. Bidders should request either; an Ink seal from their Surety or trace over the embossed seal prior to scanning to allow for the seal to be visible to the Owner. The lowest bidder shall submit to the primary contact the original bid bond within **3 business days** of the Bid Closing Time and Date.
- 15.3. The Tender shall remain open for acceptance by the Owner for a period of sixty (60) days from the Tender closing date.
- 15.4. The Owner shall retain the tender deposits of the lowest two submitted Tenders up until the Contract is executed and all documents have been furnished to the satisfaction of the Owner or for sixty (60) days from the Tender closing date.
- 15.5. The tender deposits of the remaining unsuccessful Tenders will be returned after acceptance of the successful Tender or within seven (7) working days of the closing date, whichever is the later.
- 15.6. The Tenderer guarantees that if his Tender is withdrawn before the Owner shall have considered the Tenders, or before or after the Tenderer has been notified that his Tender has been recommended to the Owner for acceptance or that if the Owner does not for any reason receive within the period of seven (7) days as stipulated and as required herein, the Agreement executed by the Tenderer, the Performance Bond executed by the Tenderer and the surety company and the other documents required herein, the Owner may retain the tender deposit for the use of the Owner and may accept any Tender, advertise for new Tenders, negotiate a contract or not accept any Tender as the Owner may deem advisable.

## **16 DOCUMENTS**

- 16.1. The following Documents shall form a part of this contract:
  - 1) Section 1 General Information to Tenderers
  - 2) Section 2 Special Information to Tenderers
  - 3) Section 3 Special Provisions
  - 4) Section 4 Form of Agreement
  - 5) Section 5 Form of Tender
  - 6) Bid Bond and Performance and Maintenance Bonds
  - 7) Drawings

- 8) Appendices
- 9) All addenda to the Contract Documents

**17 OWNER**

17.1. The Owner is:

**The Corporation of the Town of Kingsville  
2021 Division Road North  
Kingsville, ON  
N9Y 2Y9**

**18 STATEMENT OF QUALIFICATIONS**

18.1. In order to aid the Corporation in determining the responsibility of each Bidder, the Bidder shall complete the following statement sheets, which are provided in the Corporations electronic tendering system:

- 1) Statement “A”: Stating the Bidder's experience in similar work, which he has successfully completed
- 2) Statement “B”: Giving a list of the Bidder’s senior supervisory staff with a summary of the experience of each.
- 3) Statement “C”: Giving a list of equipment which shall be used in completing all tasks contemplated in this Contract.

**19 ABILITY AND EXPERIENCE OF BIDDER**

19.1. It is not the purpose of the Corporation to award this Contract to any Bidder who does not furnish satisfactory evidence that he has ability and experience in this class of work and that he has sufficient capital and plant to enable him to prosecute and complete the work successfully and to complete it in the time stated in the Contract.

**20 PUBLIC RELATIONS REPRESENTATIVE**

20.1. Tenders shall note that this Contract will impact the public and abutting property Owners. As such, it is imperative that the Contractor's work methods, procedures and schedule, address the needs of the general public and abutting property Owners. The Tenderer shall appoint a representative skilled in public relations to address all complaints and inquiries received from the public and the Owner. This representative shall be the only representative, shall have the authority to bind the Contractor and shall not be changed during the contract without the Owner’s permission. The represented shall be identified in the Statement “B”, which is outlined in the Section 10 STATEMENT OF QUALIFICATIONS of the Special Information to Tenderers.

**21 PROVISIONAL ITEMS**

- 21.1. Items of work included in the Form of Tender noted as "Provisional" may be deleted from the Contract at any time at the discretion of the Owner. If any Provisional Item, or part thereof, is deleted from the requirements of the Contract, the Contractor will have no claim against the Owner for so doing and the Contractor must take this requirement into consideration when determining his unit prices and his Total Tender Price

**22 DELETION OF WORK**

- 22.1. The Tenderer shall take note that the Owner reserves the right to delete any portion of the work for its own interest. The Tenderer shall further take note that such deletion of any part of any of the work shall not invalidate his Tender. The Tenderer shall enter into a satisfactory Contract and otherwise comply with all of the requirements of the Contract Documents for any portions of the work remaining to be done after any such deletion.
- 22.2. It is the full intent of the Owner to complete all the work as described in the contract drawings and the form of tender. However should the need to delete any of the works arise for whatever reason (time, budget, weather, etc.) the Owner has the right to delete any portions of the works.
- 22.3. If the resulting changes to the low tender price are in excess of 15% of the total contract value (excluding taxes), the Owner may:
- 1) Negotiate with the lowest compliant Tenderer, or
  - 2) Re-bid on modified Bid Documents
- 22.4. Changes to the scope of the work, be they: changes in scheduling, quantities, or the deletion of any part of the work shall not entitle the Contractor to any extra compensation. The Owner shall not be responsible for any cost incurred by any Tenderer associated with preparing or submitting a tender for the work should the tender offered be rejected or the process cancelled.

**SECTION 3**  
**SPECIAL PROVISIONS**



**SECTION 3- Special Provisions**

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**1 SCOPE OF WORK****1.1. Waste Collection- Front End Load Containers**

- 1) The scope of work to be performed by the Contractor under this Item consists of the provision of and collection of front end load containers for the facilities/locations listed in Schedule A.
- 2) Placement and collection of front end load containers shall be as indicated in Schedule A.

**1.2. Residential Refuse Collection**

- 1) The scope of work to be performed by the Contractor under this Item consists of the weekly collection of Refuse from all Households in the Town of Kingsville (Section 1 and Section 2) and the transportation of the collected Refuse to Transfer Station 2.
- 2) The Contractor will also include one additional residential collection of refuse per week for 80 downtown commercial units in Kingsville within the route identified on the map in Appendix A and the transportation of the collected refuse to Transfer Station 2. Collection will take place twice per week on Tuesdays and Fridays.
- 3) Residential Refuse Collection has been divided into three (3) zones as indicated on the maps in Appendix A. Collection of Refuse shall occur between the hours of 6:00 a.m. and 4:30 p.m. within each section on the following days:
  - a) Blue- Tuesdays
  - b) Pink- Fridays
  - c) Red- Downtown Refuse (Tuesdays and Fridays)
- 4) Total tonnage of Residential Refuse collected and disposed of over the last 5-years can be seen in Appendix B.
- 5) The Contractor shall collect a maximum of five garbage bags or garbage pails, roll-out carts, or their equivalent in weight, of tied or loose material of Refuse placed out for collection at each Household.
- 6) The Contractor shall collect any Junk that is placed out for collection at each Household.

- 7) Emptied garbage pails and roll-out carts shall be returned to the same location from which they are collected.
- 8) Garbage pails and roll-out carts shall not be thrown or roughly handled by the Contractor.
- 9) The Contractor shall complete 100% of the collections of Refuse from each day's Collection Route and when necessary shall return and collect missed Refuse.
- 10) The Contractor shall be deemed to have failed to complete 100% of a day's collection on a Collection Route if the Contractor misses any Household and does not return to collect the Refuse on the day missed. Provided however, the Contractor shall not be deemed to have failed to complete 100% of a day's collection if:
  - a) The Contractor missed late put outs and was not directed by the Municipality to return to collect them;
  - b) The Municipality directs the Contractor to miss all or part of a day's collection; or if the Municipality determines that the Contractor missed all or part of a day's collection for reasons beyond the Contractor's control;
  - c) During construction projects, arrangements will be made for a collection drop off in the event the road is closed.
- 11) The Contractor shall remedy a breach of Contract on the day it occurs. If the breach is not identified until the next day, the Contractor will remedy the breach by the end of the following working day.
- 12) If the Contractor cannot collect because it encounters an impassable obstruction including weather conditions, the Contractor must return at least once to the obstructed area prior to 4:30 p.m. on the same day and attempt to make the collection(s).
- 13) Refuse collected from the Municipality shall be delivered to Transfer Station 2.
- 14) The Contractor shall ensure that each vehicle hauling Residential Refuse attending to the Transfer Station completes a scale house transaction to record the weight of the collected Residential Refuse. The weight

transactions are to be submitted to the Municipality with the monthly invoices.

- 15) The Contractor shall comply in all respects with the Essex-Windsor Solid Waste Authority's Waste Disposal Division Policy and Procedures Manual with respect to the Landfill Site and Transfer Stations.

### **1.3. Residential Organics Collection (Yard Waste)**

- 1) The scope of work to be performed by the Contractor under this Item consists of the weekly collection of Organics from all Households in the Town of Kingsville indicated on the map in Appendix A and the transportation of the collected Organics to Transfer Station 2.
- 2) Total tonnage of Residential Organics collected and disposed of over the last 5-years can be seen in Appendix B.
- 3) Outside the designated route, organic waste collection will be carried out by appointment. Rates over the last five years are included in Appendix B.
- 4) The collection of Organics shall be between the hours 6:00 a.m. and 4:30 p.m on every other Tuesday for a total of 16 collection dates per year.
- 5) The contract shall commence on the second Tuesday in April of each year and shall conclude the second last Tuesday in November of each year.
- 6) The Contractor shall collect a maximum of 22 kg. or 50 lbs., paper yard waste bags or tied organics placed out for collection at each Household.
- 7) Emptied pails and roll-out carts shall be returned to the same location from which they are collected.
- 8) Pails and roll-out carts shall not be thrown or roughly handled by the Contractor.
- 9) The Contractor shall complete 100% of the collections of Organics from the Collection Route and when necessary shall return and collect missed Organics.
- 10) The Contractor shall be deemed to have failed to complete 100% of a day's collection on a Collection Route if the Contractor misses any Household and does not return to collect the Organics on the day missed.

Provided however, the Contractor shall not be deemed to have failed to complete 100% of a day's collection if:

- a) The Contractor missed late put outs and was not directed by the Municipality to return to collect them;
- b) The Municipality directs the Contractor to miss all or part of a day's collection; or if the Municipality determines that the Contractor missed all or part of a day's collection for reasons beyond the Contractor's control;
- c) During construction projects, arrangements will be made for a collection drop off in the event the road is closed.

11) The Contractor shall remedy a breach of Contract on the day it occurs. If the breach is not identified until the next day, the Contractor will remedy the breach by the end of the following working day.

12) If the Contractor cannot collect because it encounters an impassable obstruction including weather conditions, the Contractor must return at least once to the obstructed area prior to 4:30 p.m. on the same day and attempt to make the collection(s).

13) Organics collected from the Municipality shall be delivered to Transfer Station 2.

14) The Contractor shall ensure that each vehicle hauling Residential Organics attending to the Transfer Station completes a scale house transaction to record the weight of the collected Residential Organics. The weight transactions are to be submitted to the Municipality with the monthly invoices.

15) The Contractor shall comply in all respects with the Essex-Windsor Solid Waste Authority's Waste Disposal Division Policy and Procedures Manual with respect to the Landfill Site and Transfer Stations.

1.4. Collection of front-end load containers and Residential Refuse and Organics shall be completed Monday through Friday. No refuse shall be collected on Saturday, Sunday or Statutory Holidays without prior written consent of the Municipality.

1.5. For the purposes of this Contract, Statutory Holidays shall be the following days: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day,

Ontario Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.

## **2 HAUL ROUTES**

- 2.1. Existing collection days and route areas are to be followed (see Appendix A). The Contractor is at liberty to select the most appropriate routing within each daily route area. Tenderers can determine existing routing by observation of the present Contractor operation.
- 2.2. After the commencement of the Contract, the Contractor may make alterations to the haul routes to maximize the efficiency of its collection equipment and personnel. Alterations must be made in consultation with the Municipality, and can only be implemented at the end of each year upon approval of the Municipality, allowing sufficient time for public education and notification of the change. Notification and public education is the responsibility of the Contractor. Any approved changes will be placed in the annual Waste Collection Calendar.

## **3 MEASUREMENT AND MONTHLY PAYMENTS**

### **3.1. Waste Collection- Front End Load Containers**

- 10) The "Cost per Month" in **Schedule A** is to include for continuous weekly service at the frequency noted, throughout the period in question. Each period is from the first day of the first noted month until the last day of the last noted month.
- 11) Payment will be made monthly based on the "Cost per Month" quoted on Schedule A, regardless of the number of weeks and/or pick-ups in a particular month. Thus, the "Cost per Month" should be the average charge per month over that particular period. When multiplied by the number of months this will provide the "Annual Tender Price" for each period.
- 12) The dollar amount is to cover the cost for providing the collection bin, pick-up cost, disposal cost, and tipping fee. Pick-up days, where not specified, shall be coordinated with facility staff to best suit the circumstances at that facility.

### **3.2. Residential Refuse Collection and Downtown Refuse Collection**

- 1) The "Cost per Collection" in **Schedule B** is to include the annual costs per household for the collection, transportation, and disposal of Residential Refuse and Downtown Refuse in the Town of Kingsville.

- 2) For the calendar year 2019 there were 8613 households.
- 3) For each calendar year of the Term after 2019, the Municipality will recalculate the number of Households existing as of January 1st in each year. This new number of Households shall be used as the basis for invoicing the Municipality retroactive to January 1st in each year of the Term after 2019.
- 4) The Municipality's calculation of any subsequent increase or decrease in the number of Households during the Term shall be based solely on the number of new building permits issued or if residential units are demolished or become uninhabitable, these units will be deducted from the collection system in the proceeding year of the Term. The Municipality agrees to provide the Contractor will access to this data to confirm the accuracy of said calculation.
- 5) Households shall be the basis of measurement under this portion of the contract.
- 6) The Contractor shall submit invoices to the Municipality on a monthly basis (calendar month) for work undertaken during the previous month. The invoices shall show the total number of Households multiplied by one-twelfth (1/12th) the Unit Price set forth in the Form of Tender for Refuse collection.

### 3.3. **Organics (Yard Waste) Collection**

- 1) The "Cost per Household" in **Schedule C** is to include the monthly costs per household for the collection, transportation, and disposal of Organics (Yard Waste) in the Town of Kingsville.
- 2) For the calendar year 2019 there were 8613 households.
- 3) For each calendar year of the Term after 2019, the Municipality will recalculate the number of Households existing as of January 1st in each year. This new number of Households shall be used as the basis for invoicing the Municipality retroactive to January 1st in each year of the Term after 2019.
- 4) The Municipality's calculation of any subsequent increase or decrease in the number of Households during the Term shall be based solely on the number of new building permits issued or if residential units are demolished or become uninhabitable, these units will be deducted from the collection system in the proceeding year of the Term. The Municipality

agrees to provide the Contractor will access to this data to confirm the accuracy of said calculation.

- 5) Households shall be the basis of measurement under this portion of the contract.
- 6) The Contractor shall submit invoices to the Municipality on a monthly basis (calendar month) for work undertaken during the previous month. The invoices shall show the total number of Households multiplied by one-twelfth (1/12th) the Unit Price set forth in the Form of Tender for Organics Collection.

#### 3.4. **Provisional Items**

- 1) The “Cost per Collection” in **Schedule D** for “Extra Bin Pick-up” is to include the costs for an additional pick-up if one is required beyond what is described in **Schedule A**. The additional pick-up may occur on weekdays or weekends and the costs should cover pick-up, disposal costs and tipping fees.
  - 2) The “Cost per Collection” in **Schedule D** for “White Goods Collection” is to include the costs for collection of White Goods in the Town of Kingsville. This includes, but is not limited to metal items, hot water tanks, bbq’s, bathtubs, sinks, etc.
  - 3) There will be twelve (12) white good collection dates each year. Collection will occur in the first week of each month throughout the year.
  - 4) A list of pick-up locations will be provided to the contractor by the municipality at minimum three (3) days prior to the scheduled pick-up date.
- 3.5. Within thirty (30) days of the approval of the invoices by the Municipality, the Municipality shall make payments to the Contractor.

#### 4 **ANNUAL PRICE ADJUSTMENT**

- 4.1. The unit prices as set out in the Form of Tender shall apply for the period January 1, 2021 to December 31, 2026 inclusive. The unit prices shall be adjusted effective January 1st of each successive year until the end of the Contract.
- 4.2. Adjustment of unit prices will be by the same percentage as the percentage change in the year-to-year Consumer Price Index (CPI), all-items Ontario, as published by Statistics Canada. The first adjustment effective January 1, 2021



will be based on the index change and all subsequent adjustments will be based on comparing the December to December index changes.

**5 EQUIPMENT**

- 5.1. The Contractor shall supply sufficient vehicles to perform the scope of work for each type of collection identified in the Form of Tender.
- 5.2. Within 12 months of the commencement of the Contract, all vehicles provided by the Contractor and used for Town of Kingsville waste and organics collection, as defined in this Tender, shall have a model year of 2015 or newer.
- 5.3. The Contractor, at the Contractor's expense, shall be responsible for all repairs and maintenance of all vehicles, and to provide replacement vehicles where necessary for all vehicles used for Town of Kingsville waste and organics collection, as defined in this Tender.
- 5.4. The Contractor, at the Contractor's expense, shall be responsible for all fuel and lubricants, insurance, and licensing for all vehicles used for Town of Kingsville waste and organics collection, as defined in this Tender.
- 5.5. The Contractor, at the Contractor's expense, shall be responsible for securing adequate parking and overnight storage for all vehicles used for Town of Kingsville waste and organics collection, as defined in this Tender.
- 5.6. The Contractor, at the Contractor's expense, shall ensure that all vehicles used for Town of Kingsville waste and organics collection, as defined in this Tender, are washed a minimum of once per week with a proper cleaning solution
- 5.7. The vehicles supplied by the Contractor, to be used for Town of Kingsville waste and organics collection, as defined in this Tender, shall be the same colour. The vehicles shall be painted on a regular basis, as required, in order to maintain a desirable appearance to the satisfaction of the Municipality.

**6 PERSONNEL**

- 6.1. The Contractor must provide a dedicated full-time route supervisor, in addition to the waste collection vehicle operators, to ensure that all collection is completed on schedule and to ensure that all complaints are addressed to the satisfaction of the Municipality.
- 6.2. The Contractor shall employ only experienced collection drivers with no less than a valid Class DZ license. Copies of the driver's license and driving record of each employee shall be provided to the Municipality at the time of

employment.

- 6.3. Drivers shall be polite and well-groomed at all times.
- 6.4. The Contractor shall provide each of its employees with a neat, clean and distinctive work uniform including protective footwear, safety glasses and gloves, which are to be worn at all times during working hours on collection routes. The uniforms must bear a reflective cross on the back.
- 6.5. The Contractor shall ensure that all drivers are properly trained in customer relations, safe vehicle operation, circle checks, radio communication and safe handling and clean-up of all Refuse.
- 6.6. All Waste set out for collection becomes the property of the Municipality. The Contractor shall ensure that no employee scavenges, claims or possesses any Refuse collected, unless authorized to do so by the Municipality.

## **7 DELAY IN SERVICE/WORK STOPPAGE**

- 7.1. In the event of a breakdown of the Contractor's equipment, or a work stoppage by the Contractor's employees as a result of a labour dispute, or for any reason a delay in service results that is attributable to the Contractor, the Contractor will be responsible for any overtime or extra cost incurred by the Municipality in regaining efficiency and performing the scope of work outlined in this Contract. Should the Municipality deem it necessary to perform the work because of inefficiency or hold-up on the part of the Contractor, all additional expense incurred by the Municipality shall be recovered from the Contractor by a deduction from the monthly payments to the Contractor.

## **8 REPORTS AND STATISTICS**

- 8.1. All incidents involving residents and the Contractor, or the Contractor's employees, shall be reported to the Town of Kingsville, Manager of Public Works, immediately.

**SECTION 4**  
**FORM OF AGREEMENT**

**THE TOWN OF KINGSVILLE**

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT made in triplicate the \_\_\_\_ day of \_\_\_\_\_ 2020, by and between:

THE CORPORATION OF THE TOWN OF KINGSVILLE,  
*herein (and in the General Conditions) called the "OWNER"*

-and-

GFL Environmental Inc.  
*herein and in the General (Conditions) called the "CONTRACTOR"*

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

**ARTICLE 1**

The Contractor hereby covenants and agrees to provide and supply at its expense, all and every kind of labour, machinery, equipment and materials for and to undertake and complete in strict accordance with its tender dated the \_\_\_\_ of \_\_\_\_\_, 2020 and the contract documents, including the general conditions of the contract, the plans and drawings and specifications all of which said documents are annexed hereto and form part of this agreement to the same extent as if fully embodied herein, for the

**COLLECTION OF WASTE IN THE TOWN OF KINGSVILLE**

and for the price or sum of

Six hundred and thirty three thousand fifty seven dollars and sixty three cents  
(Excluding all taxes)

\$ 633, 057.63

**ARTICLE 2**

The Owner shall pay for the value of work completed on a monthly basis as specified in SECTION 3 SPECIAL PROVISIONS item 3-Measurement and Monthly payments.

### **ARTICLE 3**

The Contractor further covenants and agrees to undertake and complete the said work in a proper workman like manner to the entire satisfaction of the Owner within the period of time specified in the said tender.

### **ARTICLE 4**

- a) The Contractor shall, at all times, indemnify and save harmless the Owner, its officers, employees, servants and agents, from and against all loss or damage, including injuries or death to any person and property damage, and from and against all actions, claims, suits and demands, including costs related thereto, which may be made against the Owner, its officers, employees, servants and agents arising out of the execution, performance or maintenance of said work provided by the Contractor, its officers, employees, servants or agents. Provided that the Contractor shall not be required to indemnify or save harmless the Owner from and against claims, including costs related thereto, which it may incur by reason of damages or injuries, including death to any person or persons, and for damage to property, resulting from the negligence or wrongful act of the Owner, its servants, agents or employees.
- b) The Contractor shall maintain liability insurance in accordance with the requirements as outlined in the SECTION 1 GENERAL INFORMATION TO TENDERERS item 16- Insurance.

### **ARTICLE 5**

The Contractor further covenants and agrees to furnish in accordance with the above specifications a Performance Bond and a Labour and Material Payment Bond each in the amount equivalent as specified in SECTION 2 SPECIAL INFORMATION TO TENDERERS Item 12- Bonding Requirements in such form and issued by such surety as may be approved by the Owner, guaranteeing the faithful performance of the said work, in accordance with the terms of this contract.

### **ARTICLE 6**

Any notice or communication required to be given under this contract shall be in writing and provided by way of:

- Hand delivery, in which case notice shall be effective on the date of delivery;
- Electronic mail, in which case notice shall be effective on the day in which the electronic mail is received; or
- Regular letter mail, in which case notice shall be effective on the fifth day following the date of mailing,

And shall be addressed to the parties as follows:

#### **The Contractor**

GFL Environmental Inc.

2700 Deziel Drive  
Windsor, ON  
N8W 5H8

## **The Town**

The Corporation of the Town of Kingsville  
2021 Division Road North  
Kingsville, ON N9Y 2Y9

Attention: Manager of Public Works

## **ARTICLE 7**

The Owner hereby covenants and agrees that if the said work shall be duly and properly executed and materials provided as aforesaid, and if the Contractor shall carry out, perform and observe all of the requirements and conditions of this agreement, the Owner will pay to the Contractor the contract price herein set forth in its tender, such payment or payments to be made in accordance with the provisions of the general conditions and special provisions of the contract referred to above.

## **ARTICLE 8**

- a) The Owner may terminate this contract, in its sole and absolute discretion, without liability cost or penalty, and without prejudice to any other rights or remedies under this contract, if the other party:
  - i. Fails to cure a material breach of its obligations under this contract or does not cease any conduct in violation of the contract within 30 calendar days following written notice of such breach or violation from the other party; or
  - ii. Ceases to carry on business, becomes or is declared insolvent or bankrupt, is subject to any proceedings relating to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, makes a general assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension or readjustment of all or substantially all of its obligations
  
- b) The Owner may terminate this contract, in its sole and absolute discretion, and without liability, cost or penalty, by giving the Contractor written notice of not less than one (1) year of the termination of same. For clarity, all amounts owing under the contract shall be paid to the Contractor up to the effective date of termination, notwithstanding said termination.

## **ARTICLE 9**

- a) The Contractor shall not assign this contract without the written consent of the Owner, which consent may be arbitrarily withheld in the sole and unfettered discretion of the Owner.
- b) This contract may not be amended or modified except by a written instrument executed by both parties.
- c) Waiver by any party of any violation or breach of this contract in any instance shall not be taken or held to be a waiver of any subsequent violation or breach or as a waiver of the provision itself that is breached, nor shall any delay or omission on the part of any party to exercise any right arising from such violation or breach alter or impair that party's right as to the same or any future violation or breach. Nothing shall be construed or have the effect of a waiver except an instrument in writing signed by the party which expressly waives a right, power or condition under this contract.
- d) If any portion of this contract shall be held to be invalid or unenforceable by a court or forum of competent jurisdiction, the remaining portions of this Agreement shall remain in effect and enforceable.
- e) This contract shall be binding upon and ensure to the benefit of the parties to it and their respective heirs, personal representatives, successors and permitted assigns.

**THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK.**

IN WITNESS WHEREOF the parties hereto have executed this contract, and have hereunto affixed their Corporate Seals as attested by their proper signing officers in that behalf.

**THE CORPORATION OF THE  
TOWN OF KINGSVILLE**

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**Corporation- Mayor**

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**Corporation- Clerk**

I/We have the authority to bind  
the Corporation

**CONTRACTOR**

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**Name: Vince Mocerì  
Title: General Manager**

---

**Name:  
Title:**

I/We have the authority to bind  
the Corporation



# MS20-601 - Waste Collection for the Town of Kingsville

Opening Date: September 14, 2020 11:30 AM

Closing Date: October 2, 2020 11:00 AM

---

## Vendor Details

Company Name: GFL Environmental Inc.  
1070 Toy Avenue  
Address: Pickering, Ontario L1W 3P1  
Contact: Chuck Kunc  
Email: ckunc@gflenv.com  
Phone: 888-681-1174  
Fax: 905-428-6007  
HST#:

## Submission Details

Created On: Thursday September 24, 2020 10:43:33  
Submitted On: Friday October 02, 2020 09:50:48  
Submitted By: Barry Henderson  
Email: bhenderson@gflenv.com  
Transaction #: 73ff2b8c-a06e-4a38-8845-02e9f4bcd175  
Submitter's IP Address: 69.58.98.142

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## Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated. HST is additional. In lawful money of Canada.

The first table is a Summary Table which provides your Sub-Total for each pricing table and also indicates whether or not the table is mandatory or not. Asterisk's within the table denotes a "**MANDATORY**" line item.

If the line item and/or table is "**NON-MANDATORY**" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value unless you are prepared to provide the line item at zero dollars to the Owner.

If a table is "**NON-MANDATORY**" and you are bidding on it, you must bid on all line items with an asterisk.

If there are multiple tables, you must click the "**EDIT PRICING**" button inside the Summary Table to display the applicable Pricing Table that you wish to bid on.

## Schedule A: Front-end Waste Collection Containers

Line Item	Location	Number of Bins	Size of Bins	Pick-up Frequency	Number of Months	Cost per Month (\$)*	Annual Tender Price
1	Town Hall 2021 Division Road N Kingsville, ON N9Y 2Y9	1	8 yrd	Twice Weekly	12	\$485.3300	\$ 5,823.96
2	Greenhill Cemetery Greenhill Ln and Mill St W Kingsville, ON	1	4 yrd	Weekly	12	\$121.3300	\$ 1,455.96
3	Lakeshore West Treatment Plant 690 Heritage Road Kingsville, ON N9A 2Y9	1	4 yrd	Monthly	12	\$41.0000	\$ 492.00
4	Cottam Mini-Mart 127 County Road 34 W Kingsville, ON	1	6 yrd	Weekly	12	\$182.0000	\$ 2,184.00
5	Beech Street Municipal Lot (Vernon's) 13 Beech St Kingsville, ON	1	4 yrd	Weekly	12	\$121.3300	\$ 1,455.96
6	Lakeside Park 315 Queen St Kingsville, ON N9Y 1Y8	1	6 yrd	Weekly	12	\$182.0000	\$ 2,184.00
7	Lions Community Hall 23 Mill St W Kingsville, ON N9Y 1W1	1	3 yrd	Weekly	12	\$117.0000	\$ 1,404.00
8	Kingsville Arena 1741 Jasperson Ln Kingsville, ON N9Y 2E4	2	6 yrd	Weekly	12	\$364.0000	\$ 4,368.00
9	Grovedale Arts and Culture Centre 103 Park St Kingsville, ON N9Y 1N6	1	6 yrd	Weekly	12	\$182.0000	\$ 2,184.00
10	Park Street Condo's 6 Parks St Kingsville, ON N9Y 1R8	2	3 yrd	Weekly	12	\$234.0000	\$ 2,808.00
Subtotal:							\$ 24,359.88

## Schedule B: Household Refuse and Downtown Commercial Properties

Residential Refuse Collection is specific to the estimated 8613 residential collection locations in 2019. Downtown Commercial Locations refers to the 80 locations that receive an additional collection per week.

Note: Residential refuse collection is to include junk collection. Junk is defined as bulky items such as couches, chairs, mattresses, carpeting, etc.

Line Item	Description	Estimated # of Households	Cost Per Collection *	Annual Tender Price
1	Residential Refuse Collection	8613	\$58.9100	\$ 507,391.83
2	Downtown Refuse Collection	80	\$212.1000	\$ 16,968.00
Subtotal:				\$ 524,359.83

## Schedule C: Organics (Yard Waste)

Line Item	Collection Description	Estimated # of Households	Cost per Household (\$)*	Cost Per Collection	Number of Collections	Annual Tender Price
1	Organics (Yard Waste)	7321	\$0.7200	\$ 5,271.12	16	\$ 84,337.92
Subtotal:						\$ 84,337.92

## Schedule D: Provisional Items

Tenderers to complete Schedule D for

1) Additional bin collection: pick-up on weekdays and weekends if one is required above and beyond what is described in Schedule A.

2) White Goods collection: The collection will occur monthly and pickups are made by appointment. A list of pick-up locations will be provided to the Contractor by the municipality three (3) days prior to the scheduled pickup date. The cost should cover the pick-up cost, disposal cost, and tipping fees.

Line Item	Item	Collection Type/Bin Size	Frequency of Pick-up	Cost per collection *
1	Extra Bin Pick-up	4 yrd	Weekday	80
2	Extra Bin Pick-up	4 yrd	Weekend	240
3	Extra Bin Pick-up	6 yrd	Weekday	120
4	Extra Bin Pick-up	6 yrd	Weekend	360
5	White Goods Collection	By appointment	Collection takes place on one day per month.	1200

## Summary Table

Bid Form	Amount
Schedule A: Front-end Waste Collection Containers	\$ 24,359.88
Schedule B: Household Refuse and Downtown Commercial Properties	\$ 524,359.83
Schedule C: Organics (Yard Waste)	\$ 84,337.92
Subtotal Contract Amount:	\$ 633,057.63

## References

All references stated shall be for the same or similar scope as the one described in this Bid.

For newly formed business entity including, corporations, partnerships and sole proprietors or a Contractor teaming arrangement you shall state below in the Client Column that you were not the "Contractor" for the named project and should state whose past experience on the named project is relevant to that reference.

## Statement A - Bidder's Experience

Line Item	Year	Description	To Whom Work Performed	Value	
1	2000 to Present	Municipal Waste Collections	Kingsville	\$500,000 + per yr.	*
2	2000 to Present	Municipal Waste Collections	Amherstburg, Essex & Leamington	\$500,000 + per yr.	*
3	2000 to Present	Municipal Waste Collections	LaSalle, Tecumseh & Lakeshore	\$600,000 + per yr.	*

## Statement B - Bidder's Senior Supervisory Staff

NOTE: Please indicate the Route Supervisor that will be the primary contact for this contract. The appointment of the Route Supervisor will be subject to the approval of the Contract Administrator. If the Contract Administrator determines that the appointee is unfit or unqualified they may request an alternate.

Line Item	Name	Appointment	Qualifications and Experience	
1	David Pilon	Route Supervisor	2 + years in the waste industry, 10 + years in Management	*
2	Lou Ciuro	Business Partner	10 years in the waste industry, 30 + years in Management	
3	Vince Mocerì	General Manager	25 + years in the waste industry - Executive Management	

## Statement C - Equipment

TO BE PURCHASED FOR THIS TENDER.

Six (6) fields have been made mandatory and four (4) optional. However, the vendor should list all equipment needed to provide waste collection services.

NOTE: If the Contractor intends to purchase new equipment to meet the requirement of the awarded work, a “*guarantee to purchase*” must be submitted within 3 business days after the tender closing date/time authorized by the equipment dealer.

Line Item	Year	Make/Model	
1	2018	Mack / MRU613 Rearload Unit 220 Plate AY56282	*
2	2018	Mack / MRU613 Rearload Unit 219 Plate AW74234	*
3	2018	Mack / MRU613 Rearload Unit 218 Plate AW74232	*
4	2017	Mack / MRU613 Rearload Unit 217 Plate AS46617	*
5	2017	Mack / MRU613 Rearload Unit 216 Plate AS46616	*
6	2017	Mack / MRU613 Rearload Unit 215 Plate AP52228	*
7	2017	Mack / MRU613 Rearload Unit 214 Plate AP52227	
8	2016	Mack / MRU613 Rearload Unit 213 Plate AK85028	
9	2016	Mack / MRU613 Rearload Unit 212 Plate AK85029	
10	2015	Mack / MRU613 Rearload Unit 211 Plate AH48714	
11	2015	Mack / MRU613 Rearload Unit 210 Plate AH48712	

## Documents

**Ensure your Bid submission document(s) conforms to the following:**

1. Documents should be in PDF format. Documents should NOT be provided in any other format.
2. Documents should NOT have a security password, as the Owner may not be able to open the file. It is the Bidder's sole responsibility to ensure that their uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by the Owner.
3. The Owner may reject any Bid where any document(s) cannot be opened and viewed by the Owner.
4. If a Bidder requires to upload more than one (1) document, the Bidder should combine the documents into one Zipped file,

as per instructions stated below.

If uploading a zipped file containing more than one (1) document, please ensure each document is named, in relation to the submission format item responding to, for example, if responding to the Previous Experience category save the document as "Previous Experience".

- [Waste Systems Environment Compliance Approval](#) - Waste Systems ECA.pdf - Thursday October 01, 2020 11:56:04
- [Scanned Copy of Bid Bond](#) - 6043596-31 Bid Bond.pdf - Thursday October 01, 2020 11:56:15
- [WSIB Certificate](#) - WSIB Valid Until Nov 19 2020.pdf - Thursday October 01, 2020 11:56:47
- [Additional Document](#) - GFL Additional Document.pdf - Thursday October 01, 2020 18:16:19

## Addenda, Terms and Conditions

The Bidder hereby acknowledges and agrees:

1. To provide all goods, services and construction, as more specifically set out and in accordance with the Owner's Bid Call Document, including but not limited to the scope of work, specifications, drawings, Addenda (if issued by the Owner), the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of this Contract.
2. This Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.
3. I/WE do hereby Bid and offer to enter into a Contract to do all the Work as specified in the Bid Call Document(s) which shall include all costs but not limited to; freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein.
4. If I/WE withdraw this Bid before the formal Contract is executed by the Awarded Bidder for the said Work or Ninety (90) Calendar Days, whichever event first occurs, the amount of the Bid Deposit accompanying this Bid (if applicable to this bid) shall be forfeited to the Owner.
5. If the Bid is accepted, I/WE agree to furnish all required documentation, as required by the Bid Call Document(s) within Ten (10) Calendar Days after notification of Award.
6. I/We acknowledge and agree that any issued Addendum/Addenda forms part of the Bid Call Document.
7. I/We, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, made under the Accessibility for Ontarians with Disabilities Act, 2005. If requested, we are able to provide written proof that all employees have been trained as required under the act. I/We shall be aware and sensitive to accessibility and disability issues.
8. I/WE (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Owner.
9. The "cost per month" on Schedule A is to include for continuous service at the frequency noted, throughout the period in question. Payment will be made monthly based on the "Cost per Month" quoted on Schedule A, regardless of the number of weeks and/or pickups in a particular month. Thus the cost per month should be the average charge per month over that particular period. When multiplied by the number of months this will provide the "Annual Tender Price" for each period. The dollar amount for providing the bin, pick-up cost, disposal cost, and tipping fee.
10. Each year the number of households will be recalculated and provided to the contractor. Payment will be made based on these annually revised household totals.
11. The approximate quantities given on the schedules are for the purposes of comparing tenders only. While these quantities have been carefully prepared in light of past experience and anticipated future requirements the Municipality is not bound to accept these quantities, but the Contractor will be required to supply any quality called for by the municipality up to a maximum overrun of 25% unless a greater overrun is mutually agreed upon.



I/WE agree to be bound by the terms and conditions contained in the Bid Document and any applicable Addenda, and the person named below has the authority to submit this bid on behalf of the Bidder.

- Chuck Kunc, National Municipal Account Manager, GFL Environmental Inc.

The bidder shall declare any potential conflict of interest that could arise from bidding on this bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document. Please check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.



**File Name**

**I have reviewed the  
below addendum and  
attachments (if  
applicable)**

**Pages**

**There have not been any addenda issued for this bid.**

# Change Order No. 1



**Contractor:** GFL Environmental Inc  
**Project Number:** N/A  
**Contract No.:** MS20 - 601  
**Service:** Waste Collection

DESCRIPTION	VALUE	UNIT	UNIT PRICE	QUANTITY	
<b>ENTER TITLE OF CHANGE ORDER/EXTRA WORK HERE</b>					
1	Adjusted house count for yard waste based on current route. Reduced from 8613 to 7321.	\$84,337.92	each	\$0.72	7321
2		\$0.00		\$0.00	0
3		\$0.00		\$0.00	0
4		\$0.00		\$0.00	0
5		\$0.00		\$0.00	0
6		\$0.00		\$0.00	0
7		\$0.00		\$0.00	0
<b>TOTAL</b>		<b>\$84,337.92</b>			

**Description:**

1 In Schedule 3 of the Special Provisions the yard waste house count was adjusted from 8613 to 7321 based on the approved route. This was based on an assessment completed by GIS on the number of parcels served (81% plus appointments). (7321 @ \$0.72/household = \$5,271.12 x 16 = \$84,337.92)

We acknowledge receipt of this change order and agree to the terms and conditions set out therein.

GFL Environmental Inc.  
 (contractor)

Town of Kingsville  
 (Owner)

**PER** Vince Mocerri, General Manager

**PER** Shaun Martinho, Public Works Manager

Signature

Signature

Date: \_\_\_\_\_

Date: \_\_\_\_\_



Ontario

Ministry of  
Environment  
and Energy

Ministère de  
l'Environnement  
et de l'Énergie

PROVISIONAL CERTIFICATE OF APPROVAL  
FOR A WASTE MANAGEMENT SYSTEM

NO. A 800514

Page 1 of 8

*Under the Environmental Protection Act and the regulations and subject to the limitations thereof, this Provisional Certificate of Approval is issued to:*

Windsor Disposal Services Limited  
3796 County Road #17  
R.R. #3  
Maidstone, Ontario  
NOR 1K0

MINISTRY OF THE ENVIRONMENT

NOV - 2 1994

WINDSOR

*for the Waste Management System serving the Province of Ontario*

*and subject to the following conditions:*

1. For the purpose of this Provisional Certificate of Approval:
  - a. "Director" means any Ministry employee appointed by the Minister pursuant to Section 5 of the Environmental Protection Act;
  - b. "Company" means only Windsor Disposal Services Limited;
  - c. "District Manager" means the District Manager of the Ministry of Environment and Energy for the geographic area in which the waste described in conditions 3 and 4 is located;
  - d. "Certificate" means the entire Certificate of Approval including its schedules, if any, issued in accordance with Section 27 of the Environmental Protection Act;
  - e. "spill clean-up material" means the results of a clean up of a leak or spill which includes materials leaked or spilled and materials which have been absorbed on, or have contaminated, soil, fabric, paper, or other similar absorbent material and including contaminated, protective equipment used in the clean-up; and
  - f. "subject waste" means subject waste as defined in Section 1 of Ontario Regulation 347 and includes non-hazardous liquid industrial waste pursuant to this Provisional Certificate of Approval.

PROVISIONAL CERTIFICATE OF APPROVAL  
FOR A WASTE MANAGEMENT SYSTEM

NO. A 800514

Page 2 of 8

2. Except as otherwise provided by these conditions, the waste management system shall be operated in accordance with the application submitted for this Provisional Certificate of Approval dated September 21, 1994 and with the supporting information submitted to the Ministry of Environment and Energy as part of the application listed below:
  - a) the letter dated October 17, 1994 from Rocco Mocerri of the Company.
3. The operation of this waste management system is limited to the collection, handling and transportation of non-hazardous liquid industrial waste class no(s). 149, 251 and 253 as described in the attached, "Ministry of the Environment Waste Classes", as amended, April 29, 1985.
4. In addition to the collection and transportation of the waste outlined in the previous condition, this waste management system is also approved under this Provisional Certificate of Approval to collect and transport domestic, commercial and non-hazardous solid industrial waste including asbestos waste in bulk, contaminated soil and other waste limited to spill clean-up material.
5. "Other" waste limited to spill clean-up material shall only be transported
  - (a) to a waste disposal site conforming to the requirements specified in condition 6 of this Provisional Certificate of Approval, or,
  - (b) in accordance with a direction made pursuant to Section 94 of the Environmental Protection Act or an order made pursuant to Section 97 of the Act, which includes references to the reuse or disposal of the pollutant for the purpose of Section 96(1)(a) of the Act, or,
  - (c) in accordance with the Director's approval or direction pursuant to Section 96(2) of the Environmental Protection Act.
6. (a) All waste pursuant to this Provisional Certificate of Approval, listed in conditions 3 and 4 which are destined for a waste disposal site in Ontario shall only be transported to a site which is currently operating under a Certificate of Approval or Provisional Certificate of Approval, regulatory exemption or other written approval of the Ministry of Environment and Energy which permits the acceptance of waste at that site.

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PROVISIONAL CERTIFICATE OF APPROVAL  
FOR A WASTE MANAGEMENT SYSTEM

NO. A 800514

Page 3 of 8

- (b) All waste listed in conditions 3 and 4 which are destined for a waste disposal site outside of the Province of Ontario shall only be transported to the provinces or states listed in Schedule "A";
- (i) where the Company is transporting under a valid waste transporter permit or licence issued by the appropriate regulatory agency for that province or state; and
  - (ii) where the waste disposal site is currently operating under a valid approval issued by the appropriate provincial or state regulatory agency which permits the acceptance of that waste.
7. All waste shall only be transported in a covered vehicle.
8. Any addition, deletion or other change to the fleet of vehicles, trailers and equipment (i.e. year, make, model, serial number, licence number and ownership of each vehicle, trailer or piece of equipment) in particular those which are leased or rented, shall be reported to the Director of the Approvals Branch of the Ministry of Environment and Energy within fourteen (14) days of any such change.
9. Every vehicle utilized to collect and transport subject waste pursuant to this Provisional Certificate of Approval shall be insured under a vehicle liability policy for a minimum of one million dollars (\$1,000,000.) until such time as this Provisional Certificate of Approval is revoked.
10. The following documents shall be with each vehicle operated pursuant to this Provisional Certificate of Approval at all times that the vehicle is being operated or contains any waste:
- (a) A copy of this Provisional Certificate of Approval;
  - (b) A certificate verifying the driver's successful completion of a training and safety program, as required by Regulation 347; and
  - (c) A certificate of vehicle liability insurance specifying that it provides coverage of a minimum of one million dollars (\$1,000,000.).
11. All asbestos waste in bulk shall be collected, handled and transported in accordance with the Ministry of the Environment's "Guidelines for the Handling, Transportation and Disposal of Asbestos Waste in Bulk", dated May, 1984.
12. The Company shall promptly take whatever steps are necessary to contain and clean up any spills of waste which have resulted from the operation of this waste management system.

PROVISIONAL CERTIFICATE OF APPROVAL  
FOR A WASTE MANAGEMENT SYSTEM

NO. A 800514

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13. The Company shall allow Ministry Personnel, or a Ministry authorized representative(s) upon presentation of credentials, to:
- (1) carry out any and all inspections authorized by Section 156, 157 or 158 of the Environmental Protection Act, as amended from time to time, of any place to which this Certificate relates; and,  
without restricting the generality of the foregoing, to:
    - (2) (a) enter at reasonable times upon the premises where the approved waste management system is located, or the location where the records required by the conditions of this Certificate are kept;
    - (b) have access to and copy, at reasonable times, any records required by the conditions of this Certificate;
    - (c) inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations required by the conditions of this Certificate; and
    - (d) sample and monitor at reasonable times for the purposes of assuring compliance with the conditions of this Certificate.
14. i) The requirements of this Certificate are severable. If any requirement of this Certificate, or the application of any requirement of this Certificate to any circumstance, is held invalid, the application of such requirement to other circumstances and the remainder of this Certificate shall not be affected thereby.
- ii) In all matters requiring the interpretation and implementation of this Certificate, the conditions of the Certificate shall take precedence, followed in descending order by the Company's application and the documentation, referred to in this Certificate, which is submitted in support of the application.
15. The obligations imposed by the terms and conditions of this Certificate of Approval are obligations of due diligence.

16. (1) The Company shall notify the Director in writing of any of the following changes within thirty (30) days of the change occurring:
- (a) change of owner or operating authority or both;
  - (b) change of address or address of new owner;
  - (c) change of partners where the Company is or at any time becomes a partnership, and a copy of the most recent registration registered under the Business Names Act shall be included in the notification to the Director;
  - (d) change of name of the corporation where the Company is or at any time becomes a corporation, and a copy of the most current
    - i) "Initial Notice or Notice of Change" (Form 1, 2 or 3 of O. Reg. 182, as amended from time to time), filed under the Corporations Information Act
    - ii) Extra-Provincial Licence filed under the Extra-Provincial Corporations Act
    - iii) Articles of Incorporation, Forms 3 and 6, filed under the Canada Business Corporations Act, from Consumer and Corporate Affairs Canada shall be included in the notification to the Director;
  - (e) change in directors or officers of the corporation where the Company is or at any time becomes a corporation, and a copy of the most current "Initial Notice or Notice of Change" as referred to in (d), supra.
- (2) In the event of any change in ownership of the waste management system the Company shall notify the succeeding (new owner) company of the existence of this Certificate, and a copy of such notice shall be forwarded to the Director.
- (3) The Company shall ensure that all communications made pursuant to this condition will refer to this Certificate number.
17. This Provisional Certificate of Approval revokes all previously re-issued Provisional Certificates of Approval issued under Part V of the Environmental Protection Act for this waste management system. The approval given herein, including the terms and conditions set out, replaces all previously issued approvals and related terms and conditions under Part V of the Act for this waste management system.

SCHEDULE "A"

Michigan

Ohio

*The reasons for the imposition of these conditions are as follows:*

1. The reason for condition 2 is to set out clearly that this waste management system is operated in accordance with the application for this Provisional Certificate of Approval and the supporting information submitted therewith and not on a basis or in any way which the Director has not been asked to consider.
2. The reason for conditions 3 and 4 is to ensure that this waste management system is only used to collect, handle and transport waste which it is able to in a suitable manner as the transportation of waste which this waste management system is not able to collect, handle and transport may create a nuisance or result in a hazard to the health and safety of any person or the natural environment.
3. The reason for condition 5 is to ensure that spill clean-up material is handled in accordance with the requirements and specifications of Part X of the Environmental Protection Act.
4. The reason for condition 6 is to ensure that the waste management system is only used to take waste to waste receiving site(s) that have been approved by the Ministry of Environment and Energy, or the appropriate corresponding regulatory agency, to accept the waste this system is approved to collect, handle and transport under this Provisional Certificate of Approval. Taking these materials elsewhere may create a nuisance or may result in a hazard to the health and safety of any person or the natural environment.
5. The reason for condition 7 is to ensure that waste particulates are not emitted to the environment as any such emission may result in a hazard to the health and safety of any person or the natural environment.
6. The reason for condition 8 is to ensure that all vehicles, trailers and equipment including those leased or rented for operation under this Provisional Certificate of Approval have been approved as part of a suitable waste transportation system to collect and transport waste as an unsuitable waste transportation system could result in a hazard to the health and safety of any person or the natural environment.



PROVISIONAL CERTIFICATE OF APPROVAL  
FOR A WASTE MANAGEMENT SYSTEM

NO. A 800514

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7. The reason for condition 9 is to ensure that every vehicle operated under this Provisional Certificate of Approval is adequately insured under a vehicle liability policy. The transportation of subject waste in a vehicle that has not been adequately insured under a vehicle liability policy would not be in the public interest.
8. The reason for condition 10 is to ensure that all waste carriers have met and are operating in compliance with the standards for waste management systems outlined in Regulation 347.
9. The reason for condition 11 is to ensure that all asbestos waste in bulk is collected, handled and transported in a safe and environmentally acceptable manner which will not result in a hazard to the health and safety of any person or the natural environment.
10. The reason for condition 12 is to ensure that any waste spilled onto the vehicle is promptly contained and cleaned up to minimize the risk of further spillage or the discharge of waste from the vehicle to the environment and to ensure that the proper officials of the Ministry of Environment and Energy are notified and able to give direction to the Company to ensure the complete decontamination of the vehicle and clean up of the spilled waste.
11. The reason for condition 13 is to ensure that the appropriate Ministry staff have ready access to the waste management system to inspect the Company's operations that are under this Provisional Certificate of Approval. The condition is supplementary to the powers of entry afforded a Provincial Officer pursuant the Environmental Protection Act, as amended.
12. Condition 14 has been included to clarify the legal rights and obligations of this Provisional Certificate of Approval.
13. Condition 15 is required to clarify that the terms and conditions of this Certificate of Approval impose a standard of due diligence and not absolute liability.
14. The reason for condition 16 is to ensure that all asbestos waste in bulk is collected, handled and transported in a safe and environmentally acceptable manner which will not result in a hazard to the health and safety of any person or the natural environment.
15. The reason for condition 17 is to clearly set out and consolidate the current provisions of the approval covering the Company's operations of the waste management system including the terms and conditions for this approval. By amending and re-issuing this Provisional Certificate of Approval in this manner all interested parties are aware of the rights and obligations of the Company imposed by this approval.

*In accordance with Section 139 of the Environmental Protection Act, R.S.O. 1990 c. E-19, you may by written notice served upon me and the Environmental Appeal Board within 15 days after receipt of this Notice, require a hearing by the Board. Section 142 of the Environmental Protection Act, as amended provides that the Notice requiring a hearing shall state:*

- 1. The portions of the approval or each term or condition in the approval in respect of which the hearing is required, and;*
- 2. The grounds on which you intend to rely at the hearing in relation to each portion appealed.*

*In addition to these legal requirements, the Notice should also include:*

- 3. The name of the appellant;*
- 4. The address of the appellant;*
- 5. The Certificate of Approval number;*
- 6. The date of the Certificate of Approval;*
- 7. The name of the Director;*
- 8. The municipality within which the waste management system is located.*

*And the Notice should be signed and dated by the appellant.*

*This Notice must be served upon:*

The Secretary,  
Environmental Appeal Board,  
112 St. Clair Avenue West,  
Suite 502,  
Toronto, Ontario,  
M4V 1N3

AND

The Director,  
Section 39, Environmental Protection Act,  
Ministry of the Environment and Energy,  
250 Davisville Avenue, 3rd Floor,  
Toronto, Ontario.  
M4S 1H2

*DATED AT TORONTO this 25th day of October, 1994.*

THIS IS A TRUE COPY OF  
THE ORIGINAL CERTIFICATE  
SIGNED BY

A. DOMINSKI, P. ENG.

MAILED ON Oct 26/94

BY Am

PT/am  
c.c. District Manager, Windsor

FILE

Ministry of the Environment  
Environmental Assessment and  
Approvals Branch  
Floor 12A  
2 St Clair Ave W  
Toronto ON M4V 1L5  
Fax: (416)314-8452  
Telephone: (416)212-3680

Ministère de l'Environnement  
Direction des évaluations et des  
autorisations environnementales  
Étage 12A  
2 av St Clair O  
Toronto ON M4V 1L5  
Télécopieur: (416)314-8452  
Téléphone : (416)212-3680



February 18, 2003

Mike Coulson, General Manager  
Windsor Disposal Services Limited  
2700 Deziel Drive  
Windsor, Ontario  
Canada  
N8W 5H8

Dear Sir:

**Re: Notification of Change of Name  
MOE Reference Number 4568-5JVSWX**

The Ministry of the Environment (the "Ministry") acknowledges receipt of your letter dated January 02, 2003 requesting a change in company name:

**FROM: Windsor Waste Management Systems**

**TO: Windsor Disposal Services Limited**

By this letter, the Ministry advises you that your notification of change in company name has been registered in our records for the following Certificate(s) of Approval:

Certificate(s) of Approval for Waste Management Systems, Section 27, EPA:

800514

The Ministry will not be providing you with an amended certificate(s) to reflect the change in company name. Therefore, this letter must be appended to its corresponding Certificate(s) of Approval. The name change will be included in any future amended Certificate(s) of Approval.

If you have any questions regarding the above, please contact me at the above phone number.

Yours truly,



Ontario

Ministry of the Environment  
Ministère de l'Environnement

AMENDMENT TO CERTIFICATE OF APPROVAL  
WASTE MANAGEMENT SYSTEM  
NUMBER 800514  
Notice No. 1

Windsor Waste Management Inc.  
2700 Deziel Drive,  
Windsor, Ontario,  
N8W 5H8

*You are hereby notified that I have amended Provisional Certificate of Approval No. A800514 issued on October 25, 1994 for a waste management system serving the Province of Ontario, as follows:*

The address of the Company has changed:

**From:** Windsor Waste Management Inc.  
3796 County Road #17  
R.R. #3  
Maidstone, Ontario  
N0R 1K0

**To:** Windsor Waste Management Inc.  
2700 Deziel Drive  
Windsor, Ontario  
N8W 5H8

The reason for this amendment to the Certificate of Approval is as follows:

Facsimile dated May 24, 2000 from Vince Mastrogiacomio/Becky Baltzer and facsimile dated May 29, 2000 from Vince Mastrogiacomio/Martini Barile.

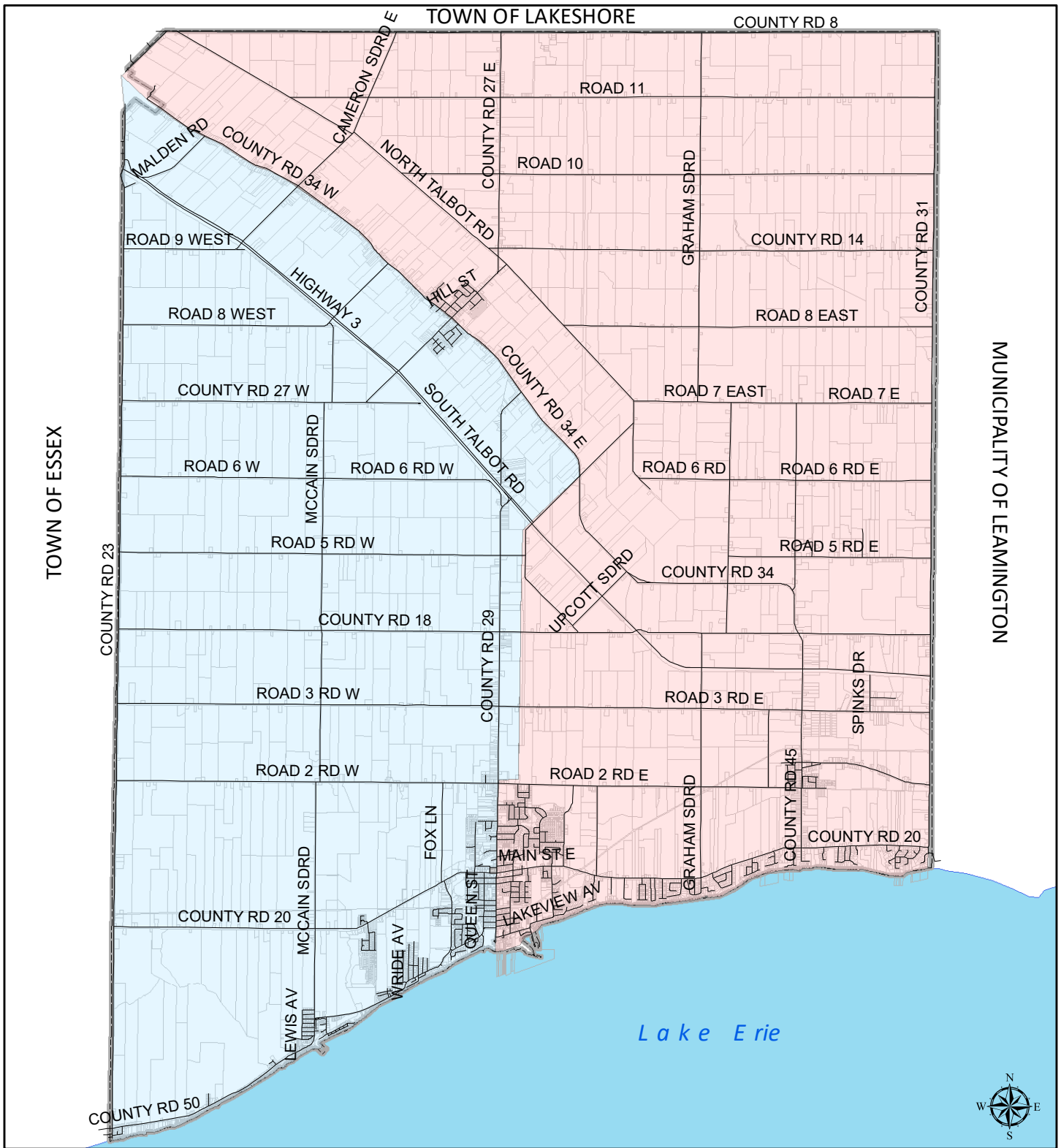
**This Notice shall constitute part of the approval issued under Provisional Certificate of Approval No. A800514 dated October 25, 1994.**

*In accordance with Section 139 of the Environmental Protection Act, R.S.O. 1990, Chapter E-19, as amended, you may by written Notice served upon me, the Environmental Appeal Board within 15 days after receipt of this Notice, require a hearing by the Board. Section 142 of the Environmental Protection Act, provides that the Notice requiring the hearing shall state:*

1. The portions of the approval or each term or condition in the approval in respect of which the hearing is required, and;
2. The grounds on which you intend to rely at the hearing in relation to each portion appealed.

*The Notice should also include:*

APPENDIX A  
COLLECTION MAPPING



**Legend**

**Garbage Collection**

- TUESDAY COLLECTION
- FRIDAY COLLECTION

**Town of Kingsville  
2020 Garbage Collection Areas**



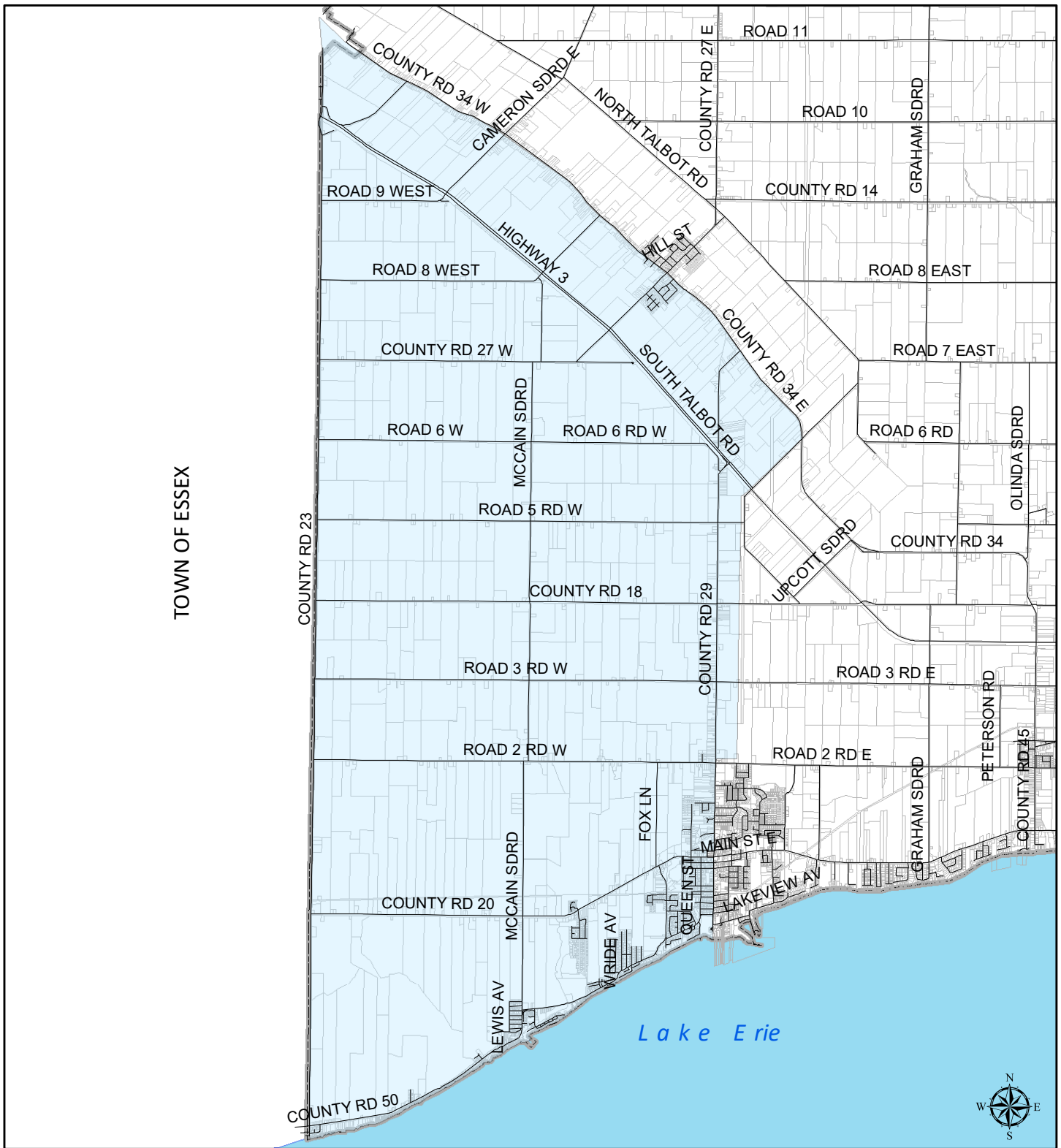
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Prepared by: GIS Services Date: August 10, 2020

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2021 Division Road North, Kingsville, ON N9Y 2Y9  
TEL: (519) 733-2305 TTY: 1-877-674-4832  
kingsvilleworks@kingsville.ca



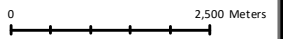
**Legend**

**Garbage Collection**

 TUESDAY COLLECTION

**Town of Kingsville - 2020  
Garbage Collection Areas - Blue - Tuesday**



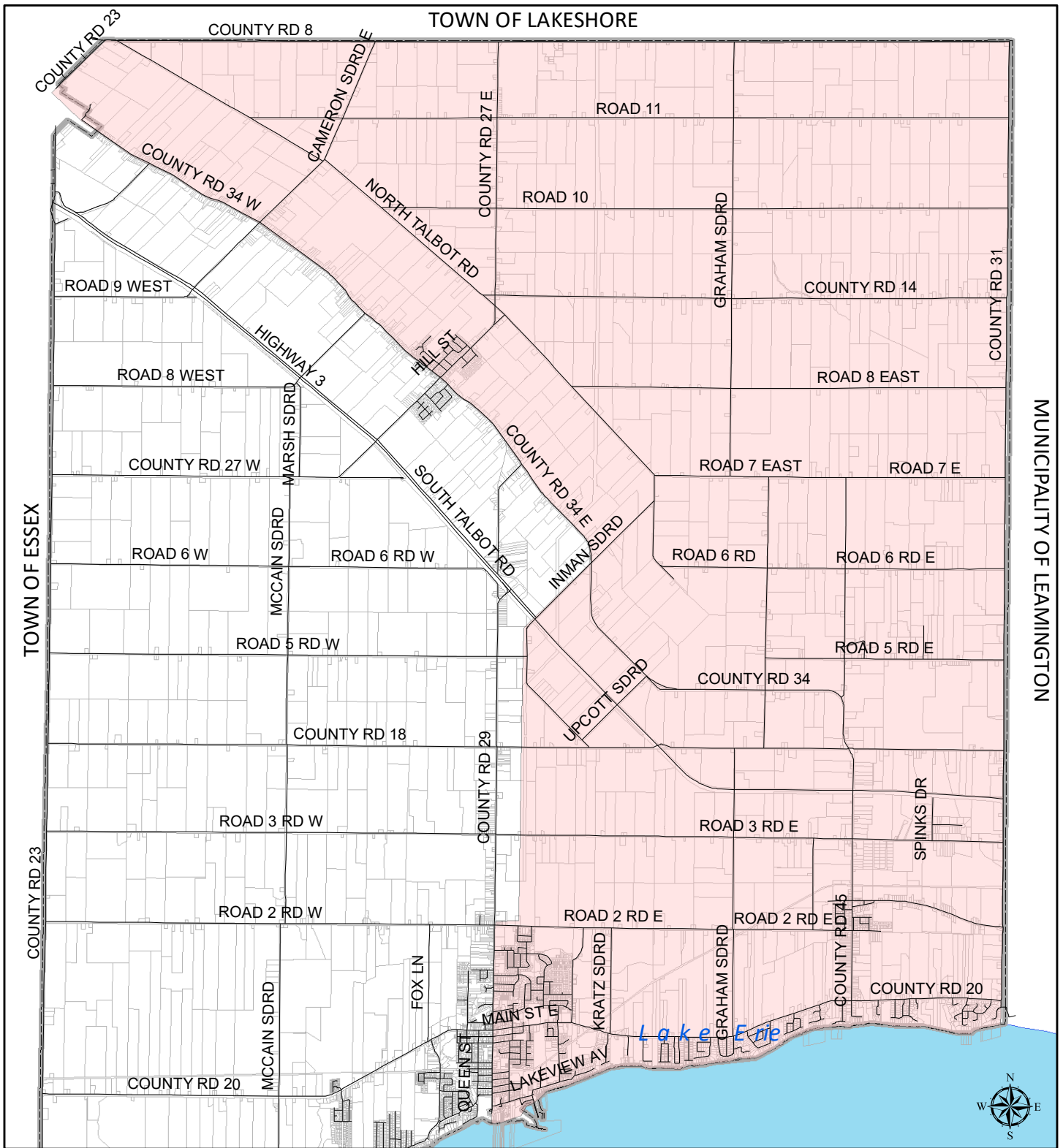
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kingsvilleworks@kingsville.ca



**Legend**

**Garbage Collection**

FRIDAY COLLECTION

**Town of Kingsville - 2020  
Garbage Collection Areas - Pink - Friday**



Scale: 1:85,000

Prepared by: GIS Services Date: August 10, 2020

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kingsvilleworks@kingsville.ca





**Legend**

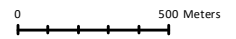
-  BIA Boundary
-  Urban Area

Two Residential Collections per Week  
Tuesday & Friday

**Town of Kingsville  
2020 Downtown Waste Collection**



Scale: 1:25,000



Prepared by: GIS Services

Date: August 10, 2020

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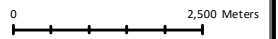


**Legend**

 Yard Waste Collection

**Town of Kingsville - 2020  
Yard Waste Collection Areas**



Scale: 1:100,000 

Prepared by: GIS Services Date: August 10, 2020

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kingsvilleworks@kingsville.ca



**APPENDIX B**  
**HISTORICAL WASTE TOTALS**

**Residential Refuse**

<b>YEAR</b>	<b>TONNAGE</b>
<b>2014</b>	4964.1
<b>2015</b>	5334.2
<b>2016</b>	5263.3
<b>2017</b>	5420.7
<b>2018</b>	5572.1
<b>2019</b>	5690.7

**Organics (Yard Waste)**

<b>YEAR</b>	<b>TONNAGE</b>
<b>2014</b>	697.6
<b>2015</b>	791.4
<b>2016</b>	711.4
<b>2017</b>	750.9
<b>2018</b>	827.3
<b>2019</b>	893.8

**White Good Collection**

<b>YEAR</b>	<b>NUMBER OF PICK-UPS</b>
<b>2014</b>	151
<b>2015</b>	189
<b>2016</b>	220
<b>2017</b>	193
<b>2018</b>	219
<b>2019</b>	302