



**THE CORPORATION OF THE MUNICIPALITY OF LEAMINGTON**

**Form of Tender for  
Garbage Pickup - Front End Load Containers**

All Tenders must be completed, signed and submitted  
on this form in order to be considered

NB: SUBMIT IN A SEALED ENVELOPE CLEARLY MARKED:  
"TENDER FOR 2010-2011 GARBAGE PICKUP - FRONT END LOAD CONTAINERS"

TENDER CLOSING - THURSDAY, FEBRUARY 18, 2010 @ 11:30 a.m.

Date : January 28, 2010

Tender For: April 1 2010 - December 31 2011 Garbage Pickup - Front End Load Containers

To provide front-end load containers for the facilities/locations listed on Schedule A under the  
terms and conditions of Schedule B and Schedule C.

COMPANY NAME: \_\_\_\_\_

COMPANY TELEPHONE NO: \_\_\_\_\_ FAX NO. \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

TOTAL TENDER PRICE: \_\_\_\_\_  
Carried forward from Schedule A \$ \_\_\_\_\_

GST: \$ \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature of Company

**SCHEDULE A - FRONT END LOAD CONTAINERS**

FACILITY	TIME PERIOD	NO. OF BINS	BIN SIZE (CU. YD.)	FREQUENCY PER WEEK	MONTHLY TOTAL CHARGE	# MONTHS	TOTAL PRICE
<b>LKRC</b>	Apr- Aug2010	2	6	1(F)	\$	5	\$
	Sept 2010 -March 2011	2	6	2(M&F)	\$	7	\$
	April-Aug 2011	2	6	1(F)	\$	5	\$
	Sept 2011 -Dec. 2011	2	6	2(M&F)	\$	4	\$
<b>Kinsmen Ball Diamonds</b>							
	May- Sept 2010.	1	8	1	\$	5	\$
	May- Sept 2011.	1	8	1	\$	5	\$
<b>Seacliff Park</b>							
	May- Sept 2010.	1	8	1	\$	5	\$
	May- Sept 2011.	1	8	1	\$	5	\$
<b>Erie St. South Promenade</b>							
	April-Sept 2010	1	2	1	\$	6	\$
	April-Sept 2011	1	2	1	\$	6	\$
<b>Mersea Park</b>							
	May- Sept 2010.	1	4	1	\$	5	\$
	May- Sept 2011.	1	4	1	\$	5	\$
<b>Fire Dept.</b>							
	April - Dec 2010	1	4	1	\$	9	\$
	Jan - Dec 2011	1	4	1	\$	12	\$
<b>Marentette Beach</b>							
	April - Dec 2010	2	6	1	\$	9	\$
	Jan - Dec 2011	2	6	1	\$	12	\$
<b>Marina</b>							
	May. 2010	1	8	1	\$	1	\$
	June & July 2010	2	8	1	\$	2	\$
	Aug. 2010	2	8	2(M&TH/F)	\$	1	\$
	Sept. 2010	2	8	1	\$	1	\$
	Oct. 2010	1	8	1	\$	1	\$
<b>TOTAL TENDER PRICE</b>							
	May. 2011	1	8	1	\$	1	\$
	June & July 2011	2	8	1	\$	2	\$
	Aug. 2011	2	8	2(M&TH/F)	\$	1	\$
	Sept. 2011	2	8	1	\$	1	\$
	Oct. 2011	1	8	1	\$	1	\$
<b>TOTAL TENDER PRICE Including PST, Excluding GST</b>							\$

**SCHEDULE B - FRONT END LOAD CONTAINERS**

<b><u>ITEM</u></b>	<b>SIZE OF BIN (cu. yd.)</b>	<b>COST PER EXTRA PICKUP Including PST, Excluding GST</b>
<p><b>For an extra pickup, if and when necessary, for any of the Facilities described in Schedule A. Price to include pickup and disposal. The additional pickup may occur on Saturdays, Sundays or Statutory Holidays.</b></p>	<p align="center"><u>2</u></p>	<p>\$ _____</p>
	<p align="center"><u>4</u></p>	<p>\$ _____</p>
	<p align="center"><u>6</u></p>	<p>\$ _____</p>
	<p align="center"><u>8</u></p>	<p>\$ _____</p>

**SCHEDULE "C"**

**GENERAL CONDITIONS AND INFORMATION FOR TENDERER**

**1. FORM OF TENDER**

Tenderers must submit their tender on the "Form of Tender" set forth and attached herewith; no other form of tender will be accepted and any other submitted will be declared invalid.

Tenderers to complete Schedule A for the \$ amounts and transfer the grand total to the Form of Tender. Note that frequencies are weekly, but that quotations should be totaled monthly as indicated. The \$ amount is to cover the cost for providing the bin, pickup cost, disposal cost and tipping fee. Pickup days, where not specified, shall be coordinated with facility staff to best suit the circumstances at that facility.

Tenderers to complete Schedule B for an additional pickup if one is required above and beyond what is described in Schedule A. The additional pickup may occur on Saturdays, Sundays and/or Statutory Holidays, and the cost again should cover the pickup cost, disposal cost and tipping fee.

Under no circumstances will any change be permitted to a tender once it is submitted. Should more information be needed, it will be supplied by the Municipality on request.

If, upon review, a discrepancy exists between the totaled individual costs in Schedule A, and the amount indicated on the Form of Tender, the totaled individual costs shall take precedence.

**2. BID ACCEPTANCE**

Unless otherwise specified in these tender documents, Tenderers agree that this tender constitutes an irrevocable offer to provide the goods and/or services described herein for a period of forty-five (45) calendar days from the closing date for the receipt of Tender s. Acceptance by the Corporation is effective upon approval by its awarding authority without communication or notice to the tenderer, although such notice will, of course be given as expeditiously as possible.

**3. PURCHASE ORDERS**

Purchase Orders upon the Corporation's regular form will be issued by the Municipality for all materials or services required and no payment will be made unless the Contractor has received and can produce such order.

**4. DELIVERY**

The Tenderer, if awarded this contract, agrees to furnish materials or services as directed after receipt of the official Purchase Order. At least four hours notice of delivery is to be given in the case of heavy material for which unloading assistance is required.

**5. NON FULFILLMENT**

If the Contractor shall fail, neglect or refuse at any time to supply any materials or services embraced within this tender, then the Municipality shall be and is hereby empowered to forthwith procure such material or services elsewhere and to charge all costs thereby incurred to the Contractor as liquidated damages and to deduct the same from any monies due, or to become due to the Contractor on this or any other contract.

**6. INFERIOR MATERIAL**

Should the Contractor at any time offer for acceptance any material which is of inferior quality in the opinion of the Municipality or any person appointed by same, such material shall not be accepted, but shall be at once removed by the Contractor at his own expense. Should the Contractor refuse to remove any material so condemned, the Municipality may take action to remove such material.

**7. APPROXIMATE QUANTITIES**

The approximate quantities given on the attached schedule are for the purpose of comparing tenders only. While these quantities have been carefully prepared in light of past experience and anticipated future requirements the Corporation is not bound to accept these quantities, but the Contractor will be required to supply any quantity called for by the Municipality up to a maximum overrun of 25% unless a greater overrun is mutually agreed upon.

**8. PACKING SLIPS TO ACCOMPANY GOODS**

N/A

9. INVOICES

All accounts for monies due on this contract shall be delivered at the office of the accounts payable section of the Municipality issuing the Purchase Order at the address shown on such order. Invoices will be required to be itemized for individual locations separately, for internal accounting purposes.

10. BASIS OF AWARD

Award will be based on the total tendered price submitted in Schedule A. However the Municipality may elect to choose neither the lowest nor any bid, at its discretion.

The Municipality reserves the right to cancel the works required under this Tender at any time, upon 14 days written notice.

11. INSURANCE

Prior to commencement of the work, the successful tenderer shall provide evidence, on forms prescribed by or acceptable to the Municipality of:

- a) liability insurance coverage in an amount of not less than 2 million dollars, naming the Municipality of Leamington as an additional insured.
- b) certificate of clearance from the Workplace Safety and Insurance Board

12. EVALUATION OF BIDS

In evaluating bids, the objective will be to select the offer that will result in the lowest overall cost. Such points as the availability of local parts and service will be considered where appropriate. The right is reserved to accept a bid from a local firm in preference to a lower bid from an out-of-town firm is accepting the out-of-town bid is likely to result in warehousing or other costs greater than the difference in price.

13. WORKMEN'S RIGHTS

The Contractor will abide by the hours of work, minimum wage rates and Health and Safety Standards for occupations involved in accordance with the regulations of the Department of Labour or other appropriate legislation of the Province of Ontario or the Government of Canada.

14. BID DEPOSIT

N/A

15. FORFEIT

N/A

16. PERFORMANCE SECURITY

N/A

17. CONTRACTOR'S LIABILITY

N/A

18. FRAUD OR BRIBERY

Should the Contractor or any of his agents give or offer any gratuity to, or attempt to bribe any member of the awarding body, Officer or Servant of the Corporation, or to commit fraud against the Corporation, the Corporation shall be at liberty to cancel the contract forthwith, or to take the whole or any part of the Contract out of the hands of the Contractor, and to invoke the provisions of forfeiture of deposit as defined in Paragraph 19 herein.

19. DEFAULT

In the event of default or failure on the part of the Contractor to complete the Contract to the satisfaction of the Department Head concerned, the Corporation shall be at liberty to accept the next lowest, or any tender, or call for new tenders, holding the Contractor and any surety for new tenders, holding the Contractor and any surety provided liable for any increase in cost to the Corporation.

20. JOINT TENDERS

N/A

21. TAX

Except as otherwise provided, the price(s) bid shall include, P.S.T., all duty, customs clearances and all other charges now or hereafter imposed or in force. ALL FEDERAL TAX (G.S.T.), where applicable, shall be excluded from the price(s) quotes on this tender.

Changes in taxes, due to the introduction of the new Harmonized Sales Tax (HST), are set to take effect starting July 1, 2010. Effective July 1, 2010, the tendered unit prices will be adjusted to account for new HST tax change.

The adjusted unit prices will also reflect any lower costs resulting from any ability to claim HST recovery where previously there was no Ontario retail sales tax recovery on purchases. Accordingly, contract payments for work performed after the HST takes effect, will be based on the adjusted unit prices.

The contractor shall provide necessary detailed documentation as requested by the Municipality, to support changes to the unit prices due to the implementation of the new HST in advance of requesting payment. Contract payments after July 1, 2010 will not be made without the necessary HST support documentation.

22. REFERENCE

A bidder must be prepared, if requested, to present evidence of experience, ability, service facilities and financial standing necessary to meet satisfactorily the requirements set forth or implied in this tender.

23. DISCOUNT

A discount may be offered by the Bidder for prompt payment of invoice but such discount will not be taken into consideration in determining low bidder unless such discount is based on payment of invoice of not less than thirty (30) days after satisfactory delivery of goods or services, or receipt of satisfactory invoice, whichever is later.

24. CONTRACT

Each proposal will be received with the understanding that the acceptance in writing by the Corporation of the offer to furnish all or any part of the commodities or services described therein, and the subsequent issue of an official purchase order, shall constitute a contract between the Bidder and the Corporation, which shall bind the Bidder on his part to furnish and deliver the commodities or services at the prices given and in accordance with the conditions of said accepted proposal and specifications and standard tender and contract terms and condition forms, and the Corporation on their part to take delivery, and pay for the commodities or services at the contract price.

No alterations or variations of the terms of the contract shall be valid or binding upon the Corporation less authorized in writing.

It is mutually agreed and understood that the Contractor shall not assign, transfer, convey sublet or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm, company or corporation without the previous written consent of the Corporation.

25. DEFINITION OF TERMS

Wherever the word "Municipality" or "Corporation" is used, it shall be deemed to mean "The Corporation of the Municipality of Leamington". Wherever the words "Bidder" or "Tenderer" are used, it shall be deemed to mean those individuals, firms or companies submitting price bids on specified material or services required and tendered for by the "Corporation of the Municipality of Leamington".

26. SAVING CLAUSE

It is understood and agreed that the Contractor shall not be held liable for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, act of God, or for any other cause not within the control of the Contractor and which by the exercise of reasonable diligence, the Contractor is unable to prevent. Should the performance of any contract be delayed or prevented as herein set forth, the Contractor agrees to give immediate notice and explanation of the cause and probable duration of any such delay.

27. TENDERS FOR MAJOR CAPITAL EQUIPMENT N/A