



**INSTRUCTION TO BIDDERS  
MUNICIPAL COMMERCIAL GARBAGE BIN COLLECTION  
SERVICE CONTRACT**

**1. COMPLIANCE**

- (a) All tenders must be made upon the blank tender form provided and must be signed by the Tenderer and witnessed (or sealed if applicable). The Tenderer must give the sum price in words and figures. Proposals not completed in full may be rejected.
- (b) To ensure consideration, tenders shall be enclosed in a sealed envelope and clearly marked:

Tender For:           **Commercial Bin Service Contract  
4 years - Oct. 1, 2022 to Sept. 30, 2026**

- Tenders will be received by 2:00 pm. July 29, 2022
- Tenders not received by this time will not be considered and will be returned unopened.

- (c) Deliver tender on the form provided to:  
Rachel Schneider  
Clerk  
Corp. of the Township of the North Shore  
P.O. Box 108  
1385 Hwy 17  
Algoma Mills, Ontario  
P0R 1A0

**2. DISCREPANCIES, OMISSIONS, INTERPRETATIONS**

Should a Tenderer find discrepancies in or omissions from the contract documents or be in doubt as to any meaning or have any questions whatsoever in connection with this tender, he/she should direct inquiries to **Rachel Schneider, Township of the North Shore, Telephone: 705-849-2213, or Fax: 705-849-2428**. No oral interpretation will be effective to modify any provision of contract documents. Any modifications will be made by an addendum issued by the Clerk-Treasurer and sent to all Tenderers. Ensure that as you pick up the tender documents that your name and address are left with the Municipal Office.

**3. CERTIFIED CHEQUE (BID BOND)**

Tenders must be accompanied by a certified cheque in the amount of Five Hundred Dollars (\$500.00) in Canadian funds payable to the Corporation of the Township of the North Shore.

Certified cheques will be returned to the respective Tenderers within ten (10) working days following the tender opening, except those which the Corporation elects to hold until the successful Tenderer has executed the Contract. Upon execution, all remaining certified cheques excluding that of the successful Tenderer will be returned immediately. The Corporation will not be liable for interest on any certified cheque.

**4. DOCUMENTATION**

The Contractor must hold both public and vehicle liability insurance and coverage with the Workplace Safety and Insurance Board (WSIB) as required.

When submitting the tender, the Tenderer must provide proof of existing public and liability insurance and registration with the WSIB or proof of application for all coverages.

**5. REJECTION OF TENDERS**

The Corporation reserves the right to accept any tender or reject all tenders. Without limiting the generality of the foregoing, any tender which is incomplete, conditional, illegible, or obscure or which contains additions not called for, reservations, erasures, alterations or irregularities of any kind may be rejected. Any tender accompanied by an insufficient or irregular certified cheque may be rejected.

The Corporation also reserves the right to give preference to local bidders upon determination of price, quality and service being comparable, and to base the award of tender on such evaluation.

**6. TENDER ACCEPTANCE AND CONTRACT AWARD**

As soon as practicable after opening the tenders, the Corporation will act on them. The formal acceptance of a tender will be notice in writing signed by the Clerk and no other act of the Corporation shall constitute the acceptance of a tender. Acceptance of a tender shall bind the successful Tenderer to execute the contract.

The Tenderer whose tender is accepted will be required to execute the contract on the FIRST day of Oct. 2022. Failure to do so shall constitute a breach of the agreement effected by the acceptance of the tender.

The Corporation shall have sustained liquidated damages in an amount equal to the difference in money between the amount of the tender submitted and the amount for which the Corporation legally contracted with another party to perform the work, if the latter amount is to be in excess of the former, up to a maximum of Five Hundred Dollars (\$500.00), which sum accompanies this tender in the form of a bid bond as described in the Instructions to Bidders, and such amount shall thenceforth become the property of the Corporation.

The Contractor shall assume the defense of an indemnity and save harmless the Corporation and its officers and agents from all claims relating to labour, materials, equipment furnished for the work, and to inventions, patents or patent rights used in doing the work. The Contractor shall be responsible for any and all damages or claims for damages, or injuries, or accidents done to or caused by him/her, or his/her employees, or relating from the prosecution of the works, or any of his/her operations, or cause be reason of the existence , or location, or condition of any materials, plant, or machinery used thereon or therein, or which may happen by reason thereof, or arising from any failure, neglect or omission on his/her part, or on the part of his/her employees, to be done by him/her, or them, under, and by these conditions, and covenants and agrees to hold the Corporation harmless and indemnified for all such damages and claims for damages.

**7. EQUIPMENT**

The Contractor agrees to provide and use a compaction type garbage truck for the purposed of this contract, if applicable. All vehicles are required to have an operating backup audible warning device. The Contractor will ensure that all vehicles are mechanically safe, suitably licensed, insured and operated by properly licensed and qualified drivers at all times.

**8. SCOPE OF WORK**

The Township is requesting pricing for the dumping and hauling of commercial bins located throughout the municipality. A list is provided on the attached schedule.

The days of collection shall be at the discretion of the Contractor, determined at the start of the contract and shall be adhered to on a regular set schedule.

The Corporation will provide the use of the Serpent River Waste Disposal site for the deposit of Township garbage only. The Corporation agrees to provide a key to the Waste Disposal site gate upon execution of the Municipal Key and Facility/Equipment Agreement to provide keys as required when the locks are changed.

The Contractor will dump only garbage from the Township of the North Shore at the Waste Disposal Site. The Contractor will not make copies of nor lend out the key to the Waste Disposal Site.

The Contractor will dump garbage at the Waste Disposal site in accordance with the Township and the Ontario Ministry of the Environment and Energy instruction regulations. The By-Law Enforcement Officer for the Corporation, or failing him/her, the Clerk of the Township shall be the administrator for the enforcement of the terms of this contract.

The Contractor will dump garbage in as linear a fashion as possible in the specified area to assist in the compaction and burial of garbage.

In the event that the conditions are not met, the Corporation, upon notification to the Contractor, will perform work needed to rectify and the cost amount will be deducted from the monthly installment

## 9. TERMINATION

The Corporation may terminate this contract at any time by virtue of the Contractor's failure to comply with the contract requirements or by virtue of an order for closure of the Municipality's Landfill Site by the Ministry of the Environment.

# THE CORPORATION OF THE TOWNSHIP OF THE NORTH SHORE

## Form of Tender

### Municipal Garbage Service - Commercial Bins

Name of Contractor \_\_\_\_\_

Carrying On Business as: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No: Work \_\_\_\_\_ Home \_\_\_\_\_

Business Organization:    Corporation                  Partnership                  Proprietorship

Rachel Schneider, Clerk  
Corporation of the Township of the North Shore  
P.O. Box 108  
Algoma Mills, Ontario  
P0R 1A0

Having carefully examined the tender forms including the Form of Tender documents and Instruction to Bidders contained in the tender package for the "Municipal Commercial Garbage Bins Service" contract, and having examined all conditions affecting the work, including the need for provincial licensing, the Undersigned proposes, if notified in writing within then (10) days of the tender acceptance date to furnish all labour, materials and equipment for the stipulated price in legal currency of Canada, plus HST if applicable beginning Oct.1, 2022 for each of the following durations:

4 years – Oct. 1, 2022 to Sept. 30, 2026.

Commercial Bins Contract Price                  \$ \_\_\_\_\_ per year

2. a) The Undersigned agrees to provide equipment suitable for the required performance of the contract.
  - b) The Undersigned agrees to provide the level of service as detailed in the Instructions to Bidders.
  - c) The Undersigned agrees that if the Undersigned defaults in executing the agreement contained herein within seven (7) working days of having received written notification of acceptance of this tender by the Corporation, that the Corporation shall have sustained liquidated damages in an amount equal to the difference in money between the amount of the tender submitted by the Undersigned and the amount for which the Corporation legally contracts with another party to perform the work, if the latter amount is to be in excess of the former, up to a maximum of Five Hundred Dollars (\$500.00), which sum accompanies this tender in the form of a bid bond as described in the Instructions to Bidders, and such amount shall thenceforth become the property of the Corporation.
3. If the Undersigned received written notice of the acceptance of this tender, the Undersigned agrees to execute a contract for the services for the herein stated compensation and guarantees to provide Municipal Garbage Service -Commercial Bins, commencing the first (1) week of October 2022.

CONTRACTOR:

Corporation \_\_\_\_\_

Officer \_\_\_\_\_ Title \_\_\_\_\_

Officer \_\_\_\_\_ Title \_\_\_\_\_

Proprietorship

Partnership \_\_\_\_\_ Witness \_\_\_\_\_

\_\_\_\_\_ Witness \_\_\_\_\_

If the firm tendering is a limited company, the company seal must appear on this tender, with the signature(s) of the proper signing officer(s).

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2022

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

*If applicable:* HST Registration No: \_\_\_\_\_

WSIB Firm No: \_\_\_\_\_

SCHEDULE TO INSTRUCTIONS TO BIDDERS  
COMMERCIAL BINS LOCATED IN TOWNSHIP

LOCATION	#	TYPE	BIN SIZE (Cu. Yd.)
<u>SPRAGGE</u>			
Algoma Car Care	1	Commercial	4
Algoma Chrysler	1	Commercial	6
Roys Motel	1	Commercial	2
N C Yacht Club	1	Commercial	6
Beamish Construction	1	Commercial	2
H&C Poleline	1	Commercial	4
<u>ALGOMA MILLS</u>			
Lake Lauzon Lodge	1	Commercial	4
Clarence's Fish Market	1	Commercial	2
Wilson's Market	1	Commercial	2
Carmeuse Lime	2	Commercial	6 & 4
Lafarge	<u>1</u>	Commercial	6
<b>TOTAL BINS</b>	<b>12</b>		

<u>BIN SIZES</u>	#
2 Cu. Yard Bins	4
4 Cu. Yard Bins	4
6 Cu. Yard Bins	4