

Open Call for Bids

For

Multi-Stream Waste Collection Including

Recycling and Bulk Pick-up

2023-04-ITT-PW

PART 1 - INVITATION AND SUBMISSION INSTRUCTIONS

1. **Invitation to Bidders**

This Open Call for Bids is an invitation by the **Town of Placentia** (hereinafter referred to as the “**Town**”) to prospective bidders to submit bids for Multi-Stream Waste Collection Including Recycling and Bulk Pick-up**,** as further described in the form of agreement attached as Appendix E to this Call for Bids (the “**Services**”).

The successful bidder will be responsible for providing the Services to the Town from July 22, 2023 to July 25, 2025.

1. **Call for Bids Contact**

For the purposes of this procurement process, the “Call for Bids Contact” will be:

Jonathan Galgay, CAO   
Town of Placentia   
(709) 227-2151 Ext. 230  
jgalgay@placentia.ca

1. **Contract for Services**

The successful bidder will be required to enter into an agreement with the Town for the provision of the Services, in substantially the same form as attached as Appendix E to this Call for Bids (the “**Agreement**”).

The term of the Agreement shall be for the period of July 22, 2023 to July 25, 2025, with an option in favour of the Town to extend the Agreement under the same pricing, terms and conditions for up to one (1) additional year period.

1. **Submission of Bids**

Bids must be submitted in a sealed envelope prominently marked “Multi-Stream Waste Collection Including Recycling and Bulk Pick-up, **2023-04-ITT-PW**” with the full legal name and return address of the bidder. Bids must be received on or before the submission deadline of 3:00 pm, July 14, 2023, NST (the “Submission Deadline”).

1. **Bids to be Submitted at Prescribed Location:**

Town Hall  
17 Patterson Drive  
Placentia, NL   
A0B 2Y0

1. **Bids to be Submitted on Time**

Bids must be submitted at the location set out above on or before the Submission Deadline. Bids submitted after the Submission Deadline shall be rejected. Onus and responsibility rest solely with the bidder to deliver its bid to the exact location indicated in Section 1.4.1 on or before the Submission Deadline. The Town does not accept any responsibility for submissions delivered to any other location by the bidder or its delivery agents. Bidders are advised to make submissions well before the deadline. Bidders making submissions near the deadline do so at their own risk.

1. **Bids to be Submitted in Prescribed Format**

* Bidders must submit one (1) hard copy of their bid, which bid must include all submission requirements, as set out in Appendix A.
* Bids not submitted on the required forms may be rejected.
* Other than inserting the information requested on the mandatory submission forms set out in Appendix A, a bidder may not make any changes to any of the forms. Any bid containing any such changes, whether on the face of the form or elsewhere in the bid, may be rejected.
* All documents/information required under Appendix A shall be placed in a sealed envelope marked with the Call for Bids title “Multi-Stream Waste Collection Including Recycling and Bulk Pick-up, **2023-04-ITT-PW**”, and must be marked with the full legal name and return address of the bidder [**NTD: Town to confirm open call for bids number.**].
* No electronic submissions are permitted.

1. **Amendment of Bids**

Bidders may amend their bids after they have been submitted if, and only if, the amendment is delivered to the location set out in Section 1.4.1 prior to the Submission Deadline, and is marked with the Call for Bids title and the full legal name and return address of the bidder.

Any amendment shall clearly indicate which part of the bid the amendment is intended to affect.

Amendments submitted after the Submission Deadline will not be accepted.

1. **Withdrawal of Bids**

Bidders may withdraw their bids prior to the Submission Deadline. To withdraw a bid, a notice of withdrawal in writing must be sent to the Call for Bids Contact prior to the Submission Deadline and must be signed by an authorized representative of the bidder. The Town is under no obligation to return withdrawn bids.

1. **Bids Irrevocable after Submission Deadline**

Bids shall be irrevocable for a period of sixty (60) days, commencing immediately after the Submission Deadline.

1. **Questions and Clarifications**

Inquiries and requests for clarification shall be made in writing, and shall be accepted up to 7 business days prior to the Submission Deadline. Inquiries and requests for clarification received after that date shall not be addressed. Inquiries and requests for clarification received verbally shall not be addressed.

### To ensure consistency and quality in the information provided to bidders the Town shall provide, by way of amendment to this Call for Bids in the form of an addendum, any relevant information with respect to the inquiries and requests for clarification received in writing without revealing the source of such inquiries or requests. Bidders are cautioned that it is their responsibility to ensure that they receive all information relevant to this Call for Bids. The Town shall not be responsible to bidders who fail to inform themselves regarding the scope and nature of the work. The Town shall publish all addenda on the Town’s website [**https://www.placentia.ca/**](https://www.placentia.ca/) under “Call for Bids”. Bidders should check on a regular basis for addenda. Bidders are solely responsible for ensuring they are aware of and have complied with the requirements of all addenda by the Submission Deadline.

1. **Key Dates**

|  |  |
| --- | --- |
| Issue Date of Call for Bids | June 30, 2023 |
| Deadline for Inquiries | July 5, 2023 |
| Deadline for Issuing Addenda | July 7, 2023 |
| Submission Deadline | July 14, 2023 at 3:00 pm |
| Public Opening | July 14, 2023 |
| Anticipated Execution Date for Agreement | July 21, 2023 |

**PART 2 – EVALUATION AND AWARD**

1. **Stages of Evaluation**

The Town will conduct the evaluation of bids in the following stages:

1. **Stage 1 – Evaluation of Submission Requirements**

Stage 1 will consist of a review to determine which bids comply with all of the requirements set out in this Call for Bids, included the appendices hereto and any addenda issued in connection with this Call for Bids. Bids that do not comply with all of the submission requirements as of the Submission Deadline may be disqualified and not evaluated further.

1. **Stage 2 – Evaluation of Pricing**

Stage 2 will consist of an evaluation of the pricing of bids determined to be compliant with the requirements of this Call for Bids. The evaluation of price will be undertaken after the evaluation of compliance in accordance with Section 2.1.1. The lowest price will be determined based on the total lump sum price set out in Appendix D, which total lump sum price shall be determined by combining the estimated total price for each item of required equipment specified in Appendix D, with the estimated total price for each item of required equipment being determined by multiplying the unit price for each item of required equipment by the estimated hours set out in Appendix D.

1. **Selection of Lowest Compliant Bidder**

Subject to the Town’s reserved rights, the compliant bidder with the lowest price will be selected to enter into the Agreement with the Town. In the event of a tie, the selected bidder will be determined by way of a coin toss.

1. **Notice to Bidder and Execution of Agreement**

Notice of selection by the Town to the successful bidder shall be in writing. The successful bidder shall execute the Agreement, and shall satisfy any other applicable conditions of this Call for Bids to the satisfaction of the Town within five (5) days of notice of selection. This provision is solely for the benefit of the Town and may be waived by the Town.

1. **Failure to Enter into Agreement**

If a selected bidder fails, to the satisfaction of the Town, to execute the Agreement within five (5) days of notice of selection, the Town may, without incurring any liability, proceed with the selection of another bidder and pursue all remedies available to the Town.

**PART 3 – TERMS AND CONDITIONS**

1. **General Information and Instructions**
2. **Bidders to Follow Instructions**

Bidders should structure their bids in accordance with the instructions in this Call for Bids. Where information is requested in this Call for Bids, any response made in a bid should reference the applicable section numbers of this Call for Bids.

1. **Bids in English and Canadian Dollars**

All bids are to be in English only and prices are to be in Canadian dollars and exclusive of HST.

1. **Information in Call for Bids Only an Estimate**

The Town makes no representation, warranty or guarantee as to the accuracy of the information contained in this Call for Bids or issued by way of addenda. Any quantities shown or data contained in this Call for Bids or provided by way of addenda are estimates only, and are for the sole purpose of indicating to bidders the general scale and scope of the Services. It is the bidder’s responsibility to obtain all the information necessary to prepare a bid in response to this Call for Bids.

1. **Bidders to Bear Their Own Costs**

The bidder will bear all costs associated with or incurred in the preparation and presentation of its bid. The Town shall not be liable to a bidder for the costs associated with or incurred in the preparation or presentation of its bid under any circumstances.

1. **Bid to be Retained by the Town**

The Town shall not be responsible to return the bid or any accompanying documentation submitted by a bidder.

1. **Communication after Issuance of Call for Bids**
2. **Bidders to Review Call for Bids**

Bidders shall promptly examine all of the documents comprising this Call for Bids, and

1. shall report any errors, omissions or ambiguities; and
2. may direct questions or seek additional information in writing by email to the Call for Bids Contact up to seven (7) business days prior to the Submission Deadline. All questions or comments submitted by bidders by email to the Call for Bids Contact shall be deemed to be received once the email has entered into the Call for Bids Contact’s email inbox. No such communications are to be directed to anyone other than the Call for Bids Contact, and the Town shall not be responsible for any information provided by or obtained from any source other than the Call for Bids Contact. The Town is under no obligation to provide additional information. It is the responsibility of the bidder to seek clarification from the Call for Bids Contact on any matter it considers to be unclear. The Town shall not be responsible for any misunderstanding on the part of the bidder concerning this Call for Bids or its process.
3. **All New Information to Bidders by Way of Addenda**

This Call for Bids may be amended only by an addendum issued in accordance with this Section 3.2.2 and Section 1.5. If the Town, for any reason, determines that it is necessary to provide additional information relating to this Call for Bids, such information will be communicated to all bidders by an addendum. Each addendum forms an integral part of this Call for Bids and may contain important information, including significant changes to this Call for Bids. Bidders are responsible for obtaining all addenda issued by the Town. In the Bid Submission Form (Appendix B), bidders shall confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

1. **Post-Deadline Addenda and Extension of Submission Deadline**

If the Town determines that it is necessary to issue an addendum after the deadline for issuing addenda, the Town may extend the Submission Deadline for a reasonable period of time.

1. **Verify, Clarify and Supplement**

When evaluating bids, the Town may request further information from the bidder or third parties in order to verify, clarify or supplement the information provided in the bidder’s bid. The response received by the Town shall, if accepted by the Town, form an integral part of the bidder’s bid.

1. **Notification**
2. **Notification to Other Bidders**

In accordance with section 30 of the *Public Procurement Regulations*, once the Agreement is awarded by the Town, the outcome of the Call for Bids will be publicly posted at [https://www.placentia.ca](https://www.placentia.ca/)

1. **Prohibited Conduct**
2. **Illegal or Unethical Conduct**

Bidders shall not engage in any illegal business practices, including but not limited to activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Bidders must not engage in any unethical conduct, including but not limited to lobbying, as described above, or other inappropriate communications, offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Town, deceitfulness, submission of a bid containing misrepresentations or other misleading or inaccurate information, or any other conduct that compromises or may be seen to compromise the competitive process provided for in this Call for Bids.

1. **Confidential Information**
2. **Confidential Information of the Town**

All information provided by or obtained from the Town in any form in connection with this Call for Bids either before or after the issuance of this Call for Bids.

1. is the sole property of the Town and must be treated as confidential;
2. is not to be used for any purpose other than replying to this Call for Bids and the performance of the Agreement;
3. shall not be disclosed without prior written authorization from the Town; and
4. shall be returned by the bidder to the Town immediately upon the request of the Town.
5. **Confidential Information of Bidder**

This Call for Bids and the related procurement process is subject to the *Access to Information and Protection of Privacy Act, 2015*. A bidder should identify any information in its bid or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Town. The confidentiality of such information will be maintained by the Town, except as otherwise required by law or by order of a court or tribunal. Bidders are advised that their bids will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Town to advise or assist with the Call for Bids process, including the evaluation of bids. If a bidder has any questions about the collection and use of personal information pursuant to this Call for Bids, such questions shall be submitted to the Call for Bids Contact.

1. **Reserved Rights and Limitation of Liability**
2. **Reserved Rights of the Town**

The Town reserves the right to:

1. make public the names of any or all bidders as well as bid price and value;
2. make changes, including substantial changes, to this Call for Bids provided that those changes are issued by way of addendum in the manner set out in this Call for Bids;
3. request written clarification or the submission of supplementary written information in relation to the bid received from any bidder, and incorporate a bidder’s response to that request for clarification into the bidder’s bid, provided that such written clarification or submission of supplementary written information does not constitute an opportunity for bid repair;
4. verify with any bidder or with a third party any information set out in a bid;
5. disqualify a bidder, rescind a notice of selection or terminate a contract subsequently entered into if the bidder has engaged in any conduct that breaches the terms of this Call for Bids, or otherwise compromises or may be seen to compromise the competitive process;
6. cancel this Call for Bids and the related procurement process at any stage;
7. cancel this Call for Bids and related to procurement process at any stage and issue a new call for bids for the same or similar services;
8. waive minor irregularities and formalities and accept bids that substantially comply with the requirements of this Call for Bids;
9. check references other than those provided by any bidder;
10. accept any bid in whole or in part; or
11. not necessarily select the lowest or any bidder;

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

1. **Limitation of Liability**

By submitting a bid, each bidder agrees that:

1. neither the Town nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this Call for Bids or the related procurement process, including but not limited to costs of preparation of the bid, loss of profits, loss of opportunity or for any other claim; and
2. the bidder waives any right to or claim for any compensation of any kind whatsoever, including claims for costs of preparation of the bid, loss of profit or loss of opportunity by reason of the Town’s decision not to accept the bid submitted by the bidder for any reason, to enter into an agreement with any other bidder, or to cancel this bidding process, and the bidder shall be deemed to have agreed to waive such right or claim.
3. **Governing Law and Interpretation**

The terms and conditions of this Call for Bids:

1. are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
2. are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the Town; and
3. are to be governed by and construed in accordance with the laws of the Province of Newfoundland & Labrador and the federal laws of Canada applicable therein.
4. **Resulting Agreement**

All of the provisions of this Call for Bids, including the appendices hereto, shall be deemed to be accepted by each bidder, shall be incorporated into each bidder’s bid, and shall form part of the Agreement entered into with the successful supplier.

# **APPENDIX A: Mandatory Requirements and Pre-conditions to award**

**2023-04-ITT-PW**

1. **Mandatory SUBMISSION REQUIREMENTS**
   * + 1. Each bid must include a Submission Form (Appendix B), completed and signed by an authorized representative of the bidder.
       2. Each bid must include a completed Equipment List (Appendix C), which shall include without limitation, vehicle make, model, year, and all attachments to be used on the equipment.
       3. Each bid must include a completed Pricing Form (Appendix D). Pricing information must comply with the instructions contained in this Call for Bids, and the Pricing Form (Appendix D). Rates must be provided in Canadian funds, exclusive of HST, with HST itemized separately.Rates included in a bid shall be all-inclusive and shall include without limitation all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery charges, all operator costs, and all other overhead including any fees and other charges required by law.In order for a bid to be compliant, bid must include pricing for all items in the pricing table. Pricing is to remain firm for the duration of the contract. In case of mathematical error in the extension/calculation of prices, the unit price will govern.
       4. Each bid must include written confirmation of insurability from an insurance company authorized by law to carry on business in the Province of Newfoundland and Labrador which confirms that, if the bidder’s bid is successful, the bidder shall be insured in accordance with the requirements set out in the form of Agreement (Appendix E). The confirmation of insurability must:
          1. Be issued by an insurance company as described above;
          2. Include reference to the name and number of this Call for Bids; and
          3. Otherwise be acceptable to the Town.
       5. Each bid must include a Bid Security via certified cheque, money order or bid bond in the value of ten thousand dollars ($10,000.00) and made payable to the Town of Placentia.
          1. Unsuccessful bidders will have their Bid Security returned not later than three (3) business days after the Agreement has been signed by the successful bidder.
          2. The Town will retain the Bid Security of the successful bidder for Performance Security during the entirety of the term of the Agreement.
          3. The Bid Security will be forfeited to the Town in the event that the successful bidder fails to enter into the Agreement when notified of the award of the work, or, in the event that the Town terminates the Agreement because of default on the part of the successful bidder.
          4. The Performance Security will be returned to the successful bidder upon satisfactory completion of the Agreement.
2. **Technical Requirements**
3. By submitting a bid, each bidder confirms that it has read and understood all of the requirements of the Agreement (Appendix E).
4. Minimum equipment requirements of this Call for Bids include:

A compactor and sufficient number of collection vehicles to perform the work identified in the Call for Bids in accordance with the requirements of the Call for Bids and the Agreement, each of which: (i) shall be equipped with onboard weigh scales; (ii) shall conform to current industry, regulatory, safety, licensing and other standards applicable to the work identified in the Call for Bids and the requirements of the Agreement; and (iii) shall be of a model year no earlier than 2016.

1. Backup equipment shall be available in the event of equipment failure, repair, maintenance, or as deemed necessary by the Town, which backup equipment shall meet the specifications listed in Section B2 of this Appendix A.
2. All equipment and vehicles shall be equipped with the following safety equipment:
3. Fire extinguisher (mounted, minimum 10 lbs)**;**
4. Backup beeper horns of at least 85 decibels
5. First aid kit;
6. Amber LED strobe light mounted and visible from the front and rear of the equipment;
7. Spill cleanup kit;
8. All necessary devices and controls to protect workers from projectiles and pinch point injuries; and
9. If a vehicle is a one-worker-operated vehicle, the vehicle shall have an infra-red braking device on the rear of the vehicle, or a remote television system.
10. All equipment shall be available for inspection by the Town within 7 days of award to the successful Bidder. If equipment is being purchased, proof of purchase will be required. The Town’s decision on acceptability of equipment will be final.
11. **Pre-Conditions of Award**
12. The Town requires the successful bidder to provide the following documents within 5 calendar days from the Town’s request to do so:
13. A list of employees who will be involved in the performance of the Services, and copies of driver’s licenses, including required endorsements, and all required training documentation;
14. A signed copy of the Agreement;
15. Workplace NL Letter of Clearance;
16. Confirmation of completion of the Certificate of Recognition (COR) program offered by the Newfoundland and Labrador Construction Safety Association (NLCSA); and
17. Certificate of Insurance, as required by the Agreement (Appendix E).

[**NTD: Town to confirm.**]

**APPENDIX B: SUBMISSION FORM**

**[2023-04-ITT-PW]**

**Closing Date: July 14, 2023**

**Closing Time: 3:00 pm**

|  |  |
| --- | --- |
| **For Office Use Only:** | |
| Date Received (DD/MM/YYYY): |  |
| Time Received: |  |
| Received By (Print Name): |  |

* **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.**
* **I/WE further acknowledge that we have received the following addenda:**

|  |  |
| --- | --- |
| **Addenda Number** | **Received: Yes or No** |
|  |  |
|  |  |
|  |  |

**Bidder Information:**

|  |  |
| --- | --- |
| **Description** | **Response** |
| Full Legal Name of Bidder (Please Print): |  |
| Any Other Relevant Name Under Which Bidder Carries on Business: |  |
| Street Address: |  |
| City: |  |
| Province: |  |
| Postal Code: |  |
| Telephone Number: |  |
| Email Address: |  |
| Bidder Contact Name and Title: |  |
| Authorized Signature: |  |
| HST Registration Number: |  |

**Mandatory Technical Requirements:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Compliance Item** | **Yes** | **No** | **Comments** |
| Payment of Bid Security ($10,000) |  |  |  |
| Meets Minimum Equipment Requirements |  |  |  |
| Proof of Backup Equipment Availability |  |  |  |
| Proof of Insurance |  |  |  |

**Previous Waste Collection and Disposal Services Experience:**

|  |  |  |
| --- | --- | --- |
| **Client** | **Start Date of Contract** | **End Date of Contract** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**APPENDIX C: EQUIPMENT LIST**

**2023-04-ITT-PW**

**Please list available equipment to be used in the delivery of services for the Contract:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Make** | **Model** | **Year** | **Comments** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**Equipment Attachments:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Make** | **Model** | **Year** | **Comments** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

Is backup equipment available? \_\_\_\_\_\_ Yes \_\_\_\_\_\_ No

**Please list all backup equipment that is available:**

|  |  |  |  |
| --- | --- | --- | --- |
| **MAKE** | **Model** | **Year** | **Comments** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**APPENDIX D: PRICING FORM**

**2023-04-ITT-PW**

Rates must be provided in Canadian funds, exclusive of HST, which should be itemized separately.

Rates quoted by the bidder must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, Tipping Fees, all costs of set-up, and all other overhead, including any fees or other charges required by law.

Pricing will be evaluated based on the total lump sum price.

|  |  |  |  |
| --- | --- | --- | --- |
| **Service Supplied** | **Price** | **HST** | **Total** |
| Annual price of all work to be completed as outlined it this Call for Bids |  |  |  |

**APPENDIX E: FORM OF AGREEMENT**

**2023-04-ITT-PW**

**Summary checklist**

**Did you include:**

* **Proof of insurance**
* **$10,000.00 Bid Security**
* **Appendix B: Submission Form (3 pages)**
* **Appendix C: Equipment List**
* **Appendix D: Pricing Form**
* **An explanation of the specific measures and/or plans taken to guarantee the availability of equipment and personnel for the term of the Agreement**

**🗆 One (1) hard copy of the submission placed in a sealed envelope and appropriately marked with the Call for Bids information and the full legal name and return address of the bidder marked.**