



London
C A N A D A

THE CORPORATION OF THE CITY OF LONDON

QUOTATION 10-65 RENTAL OF CONTAINERS AND REMOVAL OF WASTE

ANYONE DOWNLOADING THIS DOCUMENT AND WISHING TO SUBMIT A BID MUST ENSURE THAT THEY HAVE REGISTERED WITH PURCHASING AND SUPPLY ON THE CITY OF LONDON'S WEBSITE. BY REGISTERING, YOU WILL BE ADDED TO THE BIDDERS MAILING LIST. FAILURE TO REGISTER SHALL RESULT IN YOUR BID BEING DISQUALIFIED. TO REGISTER, PLEASE COMPLETE THE REGISTRATION FORM ON-LINE. http://www.london.ca/d.aspx?s=/Tenders_and_RFPs/default.htm

BIDS MUST BE RECEIVED BY PURCHASING AND SUPPLY IN A SEALED OPAQUE ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE NAME AND ADDRESS OF THE RESPONDER, TITLE OF FILE AND FILE NUMBER. COMPLETED BIDS CAN BE **MAILED** TO PURCHASING AND SUPPLY, P.O. BOX 5035, LONDON, ONTARIO N6A 4L9 OR **HAND DELIVERED** (IN PERSON OR BY COURIER) TO PURCHASING & SUPPLY, 267 DUNDAS STREET, 4TH FLOOR. LONDON, ONTARIO N6A 1H2. RESPONDENTS ARE SOLELY RESPONSIBLE FOR ENSURING BIDS ARE RECEIVED BY PURCHASING & SUPPLY PRIOR TO THE CLOSING DATE AND TIME. FAILURE TO SUBMIT THE BID AS REQUESTED WILL RESULT IN IT BEING DISQUALIFIED.

THE CORPORATION OF THE CITY OF LONDON

Purchasing and Supply
P.O. Box 5035
London, Ontario N6A 4L9
www.london.ca

QUOTATION CHECKLIST

- 1. Have you properly and clearly completed the on line registration form? _____
- 2. Have you complied with the "Requirements at Time of Closing" Section 2.0? _____
 - Form of Quote _____
 - Certificate of Approval _____
- 3. Have you acknowledged the number of addenda issued in the appropriate space provided in section 6-10 of the Form of Quotation? _____

**FAILURE TO ACKNOWLEDGE RECEIPT OF ALL ADDENDA ON THE FORM OF QUOTATION
WILL RESULT IN YOUR BID BEING REJECTED**

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DOCUMENT FEES

- A) Original Hard Copy – Cost is \$50.00 – Cheque made payable to the “City Treasurer”.**
- i) upon request, the City will mail out a hard copy of the original document, including drawings (if applicable); and
 - ii) notify bidder who was awarded the contract.
- B) Electronic Copy – No fee for this service – City of London’s website, [http://www.london.ca/d.aspx?s=/Tenders and RFPs/default.htm](http://www.london.ca/d.aspx?s=/Tenders_and_RFPs/default.htm)**
- i) bidders are responsible to check the City’s website on an on-going basis for up and coming requirements;
 - ii) bidder is responsible to complete the registration form as instructed on City of London’s website
 - iii) bidder is responsible to download the document they are bidding on; and
 - iv) bidder is responsible to check the website for the award of the contract.

**BIDDERS PLEASE READ
GENERAL CONDITIONS, INSTRUCTIONS & INFORMATION FOR BIDDERS**

1. DEFINITIONS PERTAINING TO THE CONDITIONS, INSTRUCTIONS & INFORMATION LISTED BELOW

Request for bids: is used in place of request for tender, quote, proposal, and information in the appropriate context

Bidder: a person, corporation or other entity that responds, or intends to respond to a request for bids

Successful Bidder: a person, corporation or other entity that is awarded the contract or purchase order resulting from a request for bids

Seller: used in place of Successful Bidder

City: used in place of The Corporation of the City of London

2. WARRANTIES FOR USAGE

Whenever requests for bids are issued, seeking a source of supply for materials or services, the quantities or usage shown are estimated ONLY unless otherwise stated. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for Bidder's information ONLY and will be used for tabulation and presentation of bid prices and the City reserves the right to increase or decrease quantities as required.

3. BRAND NAMES

If and wherever in the specification a brand name, make, name of any manufacturer, trade name or vendor catalogue number is mentioned, it is for the purpose of establishing a grade or quality of material only, unless specified otherwise. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR APPROVED EQUAL" may be added. However, if a product other than the specified is bid, it is the Bidder's responsibility to name such product within the submitted document and to prove to the City that said product is equal to the specifications and to submit brochures, samples and/or specifications in detail on item(s) bid. The City shall be the judge concerning the merits of bids submitted.

4. SAMPLES AND DEMONSTRATIONS

Evidence in the form of samples may be requested. Such samples are to be furnished after the date of request for bids opening, only upon request of the City, unless otherwise stated in the document. If samples are requested, samples must be received by the City no later than seven (7) days after formal request is made. When required, the City may request full demonstrations of any unit/s bid prior to the award of any contract. Samples, when requested, must be furnished free of expense to the City and, if not used in testing, or destroyed, will, upon request within thirty (30) days of award, be returned at the Bidder's expense. Samples are not to be mailed with bid submission, but must be mailed under separate cover, addressed to Purchasing & Supply, 267 Dundas Street, or P.O. Box 5035, London, Ontario N6A 4L9.

5. QUALITY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this request for bids shall be new. The items must be new, the latest model, of the best quality and highest grade workmanship.

6. ACCEPTANCE OF MATERIAL

The material delivered under this request for bids shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein and be fully in accord with the specifications and of the highest quality. In the event the material and/or service supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the product to the seller at the seller's expense.

7. VARIATIONS TO SPECIFICATIONS

For purposes of evaluation, Bidders MUST indicate any variances from our specifications, terms and/or conditions, no matter how slight. If variations are not stated or referenced in the space provided on the Form of Tender / Quotation, it will be assumed the product or service fully complies with the City's specifications, terms and conditions.

8. DELIVERY

Time will be of the essence for any orders placed as a result of this requests for bids. The City reserves the right to cancel such orders, or any part thereof, without obligations if delivery is not made at the time(s) specified.

9. DEFAULT PROVISION

In cases of default by the Successful Bidder, the City may take such action as it deems appropriate, including the procurement of the articles or services from other sources and holding the Successful Bidder responsible for any excess costs occasioned or incurred thereby.

10. COPYRIGHTS OR PATENT RIGHTS

The Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.

11. SAFETY STANDARDS

The Bidder warrants that the product supplied to the City conforms in all respects to the standards set forth by Federal and Provincial agencies and failure to comply with this condition will be considered a breach of contract.

12. MANUFACTURER'S CERTIFICATION

The City reserves the right to request from the Bidder separate manufacturer's certification of all statements made in the bid document.

**BIDDERS PLEASE READ
GENERAL CONDITIONS, INSTRUCTIONS & INFORMATION FOR BIDDERS**

13. SIGNED BID TO BE CONSIDERED AN OFFER

The submission of a signed bid document to the City shall be deemed to constitute an "Offer" which may be accepted, at the option of the City by:

- a) written acknowledgement of acceptance, OR
- b) the issuance of a "purchase order"

And upon such acceptance the terms, conditions and specifications herein set forth shall be confirmed and binding upon the City and the Bidder.

Upon acceptance of the bid, both parties hereto agree to do everything necessary to ensure that the terms of this agreement take effect.

The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect his right thereafter to enforce such provision or to seek damages for the breach thereof. It is agreed between the parties that neither party shall be held responsible for damages caused by delay or failure to perform his undertakings hereunder when such delay or failure is due to fires, strikes, floods, Acts of God or the Queen's enemies, lawful acts of public authorities or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.

14. ORAL INSTRUCTIONS OR SUGGESTIONS

The City will assume no responsibility for oral instruction or suggestions. All official correspondence in regard to the specifications should be directed to and will be issued by the Manager of Purchasing & Supply.

15. DISCREPANCIES AND OMISSIONS

Should the Bidder find discrepancies in, or omissions from the specifications, or should he be in doubt as to their meaning, he shall notify the Manager - Purchasing & Supply who may, if necessary, post Addenda to the City's website. http://www.london.ca/d.aspx?s=/Tenders_and_RFPs/default.htm.

16. SPECIFICATIONS

No Successful Bidder is relieved from supplying all components necessary to render the material(s) and/or service(s) fit for the use specified in the governing documents merely because detailed specifications on the various components are not set out in the documents.

17. RESERVATIONS FOR REJECTION AND AWARD

The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities and to request rebids on the required material(s). It further reserves the right to award the contract on split-order basis, lump sum or individual item basis or such combination as shall best serve the interests of the City in the opinion of the Manager - Purchasing & Supply and the applicable Department, unless otherwise stated.

The City also reserves the right to waive minor variations to specifications (interpretation of minor variances will be made by the applicable Department personnel).

18. BID ATTACHMENTS

A response to a request for bids which has attached a condition of sale or any other attachment which alters the specifications, conditions or terms, or makes it subordinate, may be cause for rejection.

19. ADDITIONAL GENERAL CONDITIONS

Instructions to Bidders and Information for Bidders dealing with the specific requirements of this request for bids are included in the attached request for bid documents.

20. SUCCESSORS AND ASSIGNS

The contract shall apply to and be binding on the parties hereto and their successors, administrators, executors and assigns and each of them.

21. SUB-CONTRACTS

The Successful Bidder shall not, without the written consent of the City, make any assignment or sub-contract for the provision of any goods or services hereby bid on.

22. WARRANTY

In supplement of, and not by way of substitution for the terms and conditions or any warranty stipulated or implied by law and notwithstanding prior acceptance by the City, the Successful Bidder will at any time within 3 months of delivery thereof, and at their expense replace any goods which are or become defective as a result of faulty or inefficient manufacture, materials or workmanship.

23. LAWS

It is agreed that the goods and services supplied shall comply with all Federal laws and other Province of Ontario laws applying thereto.



London
CANADA

THE CORPORATION OF THE CITY OF LONDON
Purchasing and Supply
P.O. Box 5035
London, Ontario N6A 4L9
www.london.ca

August 24, 2010

**QUOTATION 10-65
RENTAL OF CONTAINERS AND REMOVAL OF WASTE**

Sealed quotations for Rental of Containers and Removal of Waste for the W12A Landfill Site and Greenway PCP, will be received by Purchasing and Supply, in a sealed envelope up to **12:00 noon, Local Time,**

TUESDAY, SEPTEMBER 14, 2010

1-0 INFORMATION FOR BIDDERS

- 1-1 Quotations received by Purchasing and Supply later than the specified closing time will be returned unopened to the bidder.
- 1-2 A bidder who has already submitted a quotation may submit a further quotation at any time up to the official closing time. The last quotation received shall supersede and invalidate all quotations previously submitted by that bidder as it applies to this request for quotation.
- 1-3 A bidder may withdraw a submitted quotation at any time up to the official closing time by letter bearing the same signature and/or seal as submitted in the original quotation. Withdrawal requests received after the quotation closing time will not be permitted.
- 1-4 In the event that only one bid is received at time of closing, the Manager of Purchasing and Supply or designate will either open the quotation, delay opening of the quotation for consultation with the General Manager as to whether to open or reject the quotation. A rejected quotation will be returned unopened to the bidder. A decision to re-quote will be made respectively by the Manager of Purchasing and Supply and the General Manager.
- 1-5 The City assumes no responsibility for any verbal (spoken) information from any City staff or from any Consultant firms retained by the City, or from any other person or persons who may have an interest in this Quotation. Amendments or changes to this Quotation prior to the closing date and time stated herein will only be in the form of written addenda and said addenda will be issued by the Purchasing & Supply Team of the City of London. Any Addendum will be posted on the City's Purchasing & Supply Web Site: http://www.london.ca/d.aspx?s=/Tenders_and_RFPs/default.htm. It is the bidder's sole responsibility to check this Web Site regularly to inform itself of any posted Addendum. The City makes no promise or guarantee that addenda will be delivered by any means to any bidder. By submitting a bid in response to this Quotation, the bidder acknowledges and agrees that addenda shall only be posted on the City's Web Site and it is the sole responsibility of the bidder to check this Web Site for said addenda. **FAILURE TO ACKNOWLEDGE RECEIPT OF ALL ADDENDA ON THE FORM OF QUOTATION WILL RESULT IN YOUR BID BEING REJECTED**
- 1-6 Bidders are to refer to the General Conditions, Instructions and Information for Bidders. Your quotation and any resultant purchase will be based on these conditions unless otherwise agreed to in writing. In the event of any conflict between the General Conditions, Instructions and Information to Bidders and the terms or conditions of this quotation, the terms and conditions of this quotation shall prevail.
- 1-7 The City reserves the right to accept or reject any and all quotations. The City further reserves the right to award the contract on split-order basis, lump sum basis or individual-item basis, or such combination as shall best serve the interests of the City in the opinion of the Manager of Purchasing and Supply and the applicable General Manager, unless otherwise stated.

1-0 INFORMATION FOR BIDDERS...cont'd

- 1-8 Quotations are to remain firm for acceptance for a period of thirty (30) days from date of quotation closing.
- 1-9 All prices must be stated in **Canadian** funds. Prices must also be inclusive of customs, duty and freight.
- 1-10 If the amount quoted for a unit price item does not agree with the extension of the estimated quantity and the quoted unit price, or if the extension has not been made, the unit price shall govern and the total price shall be corrected accordingly. If both the unit price and the total price are left blank, then both shall be considered as zero. If the unit price is left blank but a total price is shown for the item, the unit price shall be established by dividing the total price by the estimated quantity. If the total price is left blank for a lump sum item, it shall be considered as zero. If the Quote contains an error in addition and/or subtraction and/ or transcription in the approved quote documentation format requested (ie. Not the additional supporting documentation supplied), the error shall be corrected and the corrected total contract price shall govern. Quotes containing prices which appear to be so unbalanced as to likely affect the interests of the City adversely may be rejected.

2-0 REQUIREMENTS AT TIME OF CLOSING

Bidders are required to submit the following data with their quotation. FAILURE TO DO SO SHALL RESULT IN THE QUOTATION BEING REJECTED.

1. Form of Quotation
2. Certificate of Approval

2-1 FORM OF QUOTATION

The Form of Quotation must be completed in ink, in full, signed and returned in a sealed envelope clearly marked with the name and address of the Responder, Title of File and File Number.

Completed quotations can be **mailed** to Purchasing and Supply, P.O. Box 5035, London, Ontario N6A 4L9 or **hand delivered** (in person or by courier) to Purchasing & Supply, 267 Dundas Street, 4th Floor, London, Ontario N6A 1H2. **Facsimiles are not acceptable unless specified.** Respondents are solely responsible for ensuring bids are received by Purchasing & Supply prior to the closing date and time.

2-2 CERTIFICATE OF APPROVAL

- a) The successful bidder shall possess a Certificate of Approval for Waste Management Systems issued by the Ministry of the Environment Protection Act and all its regulations. Further to the above, these waste substances shall in every case be disposed of at a facility operating under a current Certificate of Approval for Waste Disposal.
- b) Bidders are requested to submit copies of all Certificates of Approval, as they pertain to this quotation, with their submission.

3-0 REQUIREMENTS AT TIME OF EXECUTION

Subject to an award of the quotation, the successful bidder is required to submit the following documentation in a form satisfactory to the City for execution within ten (10) working days after being notified to do so in writing:

1. Insurance Documents
2. Clearance Certificate from the Workplace Safety and Insurance Board
3. Safety Policies and Procedures and Related Documentation

3-0 REQUIREMENTS AT TIME OF EXECUTION...cont'd

If the successful bidder for any reason, defaults or fails in any matter or thing referred to under "Requirements at Time of Execution", the City reserves the right to accept any other bid, advertise for new quotations or carry out the work in any way as the City may, at its sole discretion, deem best.

3-1 INSURANCE

INSURANCE AND INDEMNIFICATION:

The successful bidder shall at its own expense obtain and maintain until the termination of the contract, and provide the City with evidence of:

- a) Comprehensive general liability insurance on an occurrence basis for an amount not less than two million (\$2,000,000) dollars and shall include the City as an additional insured with respect to the successful bidders operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses;
- b) Automobile liability insurance for an amount not less than two million (\$2,000,000) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this Agreement.

The policies shown above will not be cancelled or permitted to lapse unless the insurer notifies the City in writing at least thirty (30) days prior to the effective date of cancellation or expiry. The City reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as the City may reasonable require.

- c) Environmental Impairment Liability: When there will be work that could result in pollution of the City's property or property of others. (e.g. supply / delivery of petroleum products, paints, delivery of septic discharges to pollution control plants, etc.)

The successful bidder shall carry environmental impairment liability insurance covering the work and services described in this Agreement including coverage for loss or claims arising from contamination to third party property or bodily injury during transit. Such policy shall provide coverage for an amount not less than one million (\$1,000,000.) dollars and shall remain in force for twelve (12) months following completion of work.

- d) The successful bidder shall not commence work until such time as the satisfactory evidence of insurance has been filed with and approved by the Risk Management Division of the City of London. The successful bidder shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date of the duration of the contract.
- e) The successful bidder shall indemnify and hold the City harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees occasioned wholly or in part by any acts or omissions either in negligence or nuisance whether willful or otherwise by the successful bidder, its agents, officers, employees or other persons for whom the successful bidder is legally responsible.

3-0 REQUIREMENTS AT TIME OF EXECUTION...cont'd

3-2 WORKPLACE SAFETY & INSURANCE BOARD

- a) The successful bidder shall furnish a WSIB Clearance Certificate indicating their WSIB firm number, account number and that their account is in good standing. This form must be furnished prior to commencement of work, every sixty (60) days or upon receipt of a Clearance Certificate from WSIB throughout the contract and must be submitted with final invoice before payment is made. The successful bidder further agrees to maintain their WSIB account in good standing throughout the contract period.
- b) If the successful bidder is a self – employed individual, partner or executive officer who does not pay WSIB premium and is recognized by WSIB as an 'independent operator' a letter from WSIB acknowledging independent contractor status and confirming that WSIB cover is not required must be provided to the City prior to commencement of work.

3-3 SAFETY POLICIES AND PROCEDURES AND RELATED DOCUMENTATION

Required information to be submitted at Time of Execution: The successful bidder shall submit one (1) copy of each of the following items:

- a) Their written health and safety policy and program where required under Section 25 (2) (j) of the Occupational Health and Safety Act. Where not required under 25(4), successful bidders are asked to provide procedures or a written description of safety practices applicable to the work to be performed under the contract.
- b) They may be required to provide additional documentation/ policies / procedures as applicable and as outlined in the contract requirements. These additional requirements, if any, will be found in the contract document.

4-0 SPECIFICATIONS

The purpose of this quotation is to obtain bids for the Rental of Containers and Removal of Waste for the W12A Landfill Site & Greenway PCP in accordance with the attached Specification #968-71-00.

5-0 TERMS & CONDITIONS

5-1 CONTACT PERSON

Additional information or clarification of any of the instructions or information contained herein must be obtained from Purchasing and Supply by contacting Geoff Smith, Junior Buyer, at 519 661-2500 ext. 4719, by fax at 519 661-5030 or by e-mail at purch@london.ca.

5-2 QUESTIONS/INQUIRIES

- a) Each bidder must review all quotation documents and promptly report and request clarification of any discrepancy, deficiency, ambiguity, error, inconsistency, or omission contained therein. Any such request must be submitted to the City in writing, prior to **September 7, 2010 at 12:00 noon.** . **Directing inquiries to other than Purchasing and Supply will result in your submission being rejected. No addendum will be issued after September 10, 2010 at 12:00 p.m.**
- b) Where a request results in a change or a clarification to the quotation, the City will prepare and issue an Addendum to this quotation as set out in Section 1-5.

5-0 TERMS & CONDITIONS...cont'd

5-3 CONTRACT PERIOD

The term of the contract will be for a period of two (2) years with an option to renew for an additional two (2) one (1) year periods.

5-4 RENEWAL

- a) The City at its absolute sole discretion has the option to renew the contract for a further two (2) one (1) year periods.
- b) In determining whether to renew the contract, the City will consider the following, but not be limited to service, pickup/delivery and price.

5-5 CANCELLATION

The City reserves the right, at its absolute sole discretion, to cancel this contract with thirty (30) days written notice, without cause and without penalty.

5-6 PRICING

- a) The City is seeking firm prices for the two (2) year contract period.
- b) Please indicate on the Form of Quotation the percentage increase for the optional years if the City chooses to extend the contract.

5-7 TAXES

HST – Extra

Goods and Services Tax/Harmonized Sales Tax (GST/HST)

All prices shall be provided in Canadian Funds; inclusive of all applicable customs duties, levies and taxes, except for GST/HST.

All Bidders/Suppliers shall provide their Goods and Services Tax/Harmonized Sales Tax (GST/HST) registration number in their RFQ Submission Form. Note: If the Bidder/Supplier is located outside of Canada and is not a GST/HST Registrant, this may not apply.

5-8 INVOICES

Separate invoices are to be prepared for the W12A landfill Site and individual Wastewater Treatment Plants. All Wastewater Treatment Plant invoices will be delivered to Greenway Pollution Control Plant.

W12A Landfill Site	Greenway Pollution Control Plant
3502 Manning Dr.	109 Greenside Av.
London, ON	London, ON
N6K 1K6	N6J 2X5

5-9 QUANTITIES

The City reserves the right to add additional containers, if required, at the same price as originally bid.

5-0 TERMS & CONDITIONS...cont'd

5-10 BIN REMOVAL

- a) All bins at the W12A Landfill are to be emptied on-site except for scrap metal and cardboard bins.

The successful bidder is responsible for recycling of the scrap metal and will retain all revenue from the sale of material from the bin. The cardboard bin when transported off-site will be delivered to Emterra Recycling at 15 Buchanan Court, London. The City will retain all revenue from the sale of material from the cardboard bin. Some time in 2011, the cardboard bin will be transport to a new Material Recovery Facility being built beside the W12A landfill. Cardboard bins taken to the new Material Recovery Facility will be considered an on-site lift.

- b) All bins at the Wastewater Treatment (WWT) Plants are to be emptied at W12A Landfill.
- c) Dumping of the bins at the W12A Landfill will be required every Monday and after 11:00 am on Fridays (except for Statutory Holidays).

5-11 SUBCONTRACTORS

Bidders shall submit a list of subcontractors in the section of the Form of Quotation. If no subcontractors are to be used, please indicate NIL.

5-12 ASSIGNMENT

Following award of the contract, the successful bidder shall not, without written consent of the Manager of Purchasing and Supply make any assignment or any subcontract for the execution of any service or product hereby quoted on.

5-13 SAFETY REQUIREMENTS

The successful bidder shall adhere to the following requirements:

- a) They shall perform all work and deliver all services under the contract in accordance with requirements of the Ontario Occupational Health and Safety Act and applicable Regulations and their safety policy and procedures. Should circumstances of the job site render the successful bidder unable to comply with these requirements, the successful bidder shall immediately notify your City of London contract representative.
- b) They shall ensure the company's management, supervisors and employees are trained, qualified and possess the necessary certifications to perform all work and deliver all services in compliance with any federal, provincial and municipal regulatory codes, acts, laws and by-laws. (i.e. this may include training in Workplace Hazardous Material Information System, First Aid etc.)
- c) The successful bidder shall maintain, at the job site, MSDS for all hazardous materials and controlled products taken onto the job site.
- d) They shall ensure that containers for any hazardous materials or controlled products used or stored on City of London premises are labeled in accordance with requirements of the Ontario Workplace Hazardous Materials Information System Regulation, and if used for containment of flammable liquids, conform to the requirements pertaining to flammable liquids handling and storage as set out in the Ontario Industrial Establishments Regulation and the Ontario Construction Projects Regulation, as applicable. All hazardous materials or controlled products will be removed from the site following completion of the contract, or sooner where practical and possible.

5-0 TERMS & CONDITIONS...cont'd

5-13 SAFETY REQUIREMENTS...cont'd

- e) In the event of any dispute between the successful bidder and the City with respect to the successful bidder's conformance with any contractual requirement respecting safety, the successful bidder agrees that a determination of conformance shall be made by the City in its sole discretion.
- f) The successful bidder may be asked to complete the City of London Contractor Safety Checklist Pre-Construction/Pre-Work Meeting, prior to commencing with construction or maintenance projects.

5-14 QUALIFYING OF BIDS

Bidders are cautioned against qualifying their submission in any manner whatsoever as this may result in their bid being rejected.

5-15 ACCEPTANCE / AWARD

The award of this bid may not necessarily be based on price. The City will evaluate bids to determine which submission most clearly meets our requirements.

5-16 DISPUTES

In cases of disputes as to whether or not the service quoted meets the conditions in the accepted quotation, the decision of the Manager of Purchasing and Supply for the City shall be final and binding on all parties.

5-17 COMPLIANCE WITH THE ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT, 2005

The Contractor shall ensure that all its employees, agents, volunteers, or others for whom the Contractor is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the Accessibility for Ontarians with Disabilities Act, 2005, as amended the "Act"). The Contractor shall ensure that such training includes, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation. The Contractor shall submit to the City, as required from time to time, documentation describing its customer service training policies, practices and procedures, and a summary of its training program, together with a record of the dates on which training was provided and a list of the employees, agents volunteers or others who received such training. The City reserves the right to require the contractor to amend its training policies to meet the requirements of the Act and the Regulation.

5-18 EXCLUSION OF BIDDERS IN LITIGATION

- a) The City may, in its absolute discretion, reject a quotation submitted by a bidder if the bidder, or any officer or director of the bidder is or has been engaged, either directly or indirectly through another corporation, in a legal action against the City, its elected or appointed officers and employees in relation to:
 - i. Any other contract or services; or
 - ii. Any matter arising from the City's exercise of its powers, duties, or functions.

5-0 TERMS & CONDITIONS...cont'd

5-19 EXCLUSION OF BIDDERS IN LITIGATION...cont'd

- b) In determining whether or not to reject a quote under this clause, the City will consider whether the litigation is likely to affect the bidder's ability to work with the City, its consultants and representatives, and whether the City's experience with the bidder indicates that the City is likely to incur increased staff and legal costs in the administration of the contract if it is awarded to the bidder.

5-20 EXCLUSION OF BIDDERS DUE TO POOR PERFORMANCE

- a) The General Manager shall document evidence and advise Purchasing and Supply in writing where the performance of a supplier has been unsatisfactory in terms of failure to meet contract specifications, terms and conditions or for Health and Safety violations.
- b) The City Treasurer may, in consultation with the City Solicitor, prohibit an unsatisfactory supplier from bidding on future Contracts for a period of up to three (3) years.

John Freeman C.P.P
Manager of Purchasing and Supply

6-0 FORM OF QUOTATION

6-1 I/WE the undersigned hereby offer to provide rental containers and remove waste in accordance with your terms, conditions numbered 1-1 to 5-20 and Specification #968-71-00 which will be deemed part of our agreement should this quotation be accepted, and as follows:

Part A: Annual Rental Costs

DESCRIPTION	Rental Price/ Unit/Month	# of Units	Months in a Year	Annual Cost
30 m ³ (40 Yd ³) Roll-off Container	\$	5	12	\$
15 m ³ (20 Yd ³) Roll-off Container -Low Profile	\$	5	12	\$
15 m ³ (20 Yd ³) Sealed Roll-off Container -Low Profile	\$	1	12	\$
11.5 m ³ (15 Yd ³) Roll-off Container	\$	4	12	\$
Subtotal – Part A				\$

Part B: Annual Dumping Costs

DESCRIPTION	Cost/Lift	Estimated # of Lifts in a Year	Annual Cost
W12A Landfill - Empty bin on-sited– one (first) lift only	\$	100	\$
W12A Landfill - Empty bin on-site – additional lifts on same date	\$	550	\$
W12A Landfill - Empty scrap metal bin off-site	\$	50	\$
W12A Landfill - Empty cardboard bin off-site	\$	50	\$
Adelaide WWT Plant - Empty bin at W12A Landfill	\$	15	\$
Greenway WWT Plant- Empty bin at W12A Landfill	\$	105	\$
Pottersburg WWT Plant – Empty bin at W12A Landfill	\$	15	\$
Subtotal – Part B			\$

Part C: Liner Costs

DESCRIPTION	Cost/Liner	Estimate # of Liners in a Year	Annual Cost
Liner for 11.5 m ³ (15 Yd ³) Roll-off Container	\$	140	\$
Subtotal – Part C			\$

6-0 FORM OF QUOTATION...cont'd

SUMMARY

COMPONENT	ANNUAL COST
Part A – Annual Rental Costs	\$
Part B – Annual Dumping Costs	\$
Part C – Liner Costs	\$
Subtotal – Price	\$
HST	\$
Total Annual Price	\$

6-2 List of Subcontractors (If None, Indicate NIL): _____

6-3 Please state terms of payment (Note: Early payment discounts will be considered in the award of the contract, and will apply **after** taxes):

6-4 Indicate percentage increase/decrease, if any, for the optional years of the contract

6-5 Please state the Payment Remittance Address (if different than the address indicated below:

6-6 Please state: Do you have VISA CAPABILITY? Yes _____ No _____

6-7 I/WE DECLARE that no person, firm or Corporation other than the one whose signature or the signature of whose proper officers and the seal is or are attached below, has any interest in this quotation.

6-8 I/WE FURTHER DECLARE that this quotation is made without any connection, knowledge, comparison of figures or arrangement with any other company, firm or person making a bid for the same work and is in all respects fair without collusion for fraud.

6-9 I/WE FURTHER DECLARE that the several matters stated in the said quotation are all in respect true.

6-10 I/WE have received and allowed for Addenda numbered as follows : _____(see Section 1-5).

Failure to acknowledge all addenda will result in your quotation being rejected.

6-0 FORM OF QUOTATION...cont'd

COMPANY NAME: _____

ADDRESS: _____

CITY/PROVINCE: _____

POSTAL CODE/ZIP CODE _____

AUTHORIZED SIGNATURE: _____ TITLE _____
I/WE are authorized to bind the COMPANY/CORPORATION

NAME (Please print or type): _____

TELEPHONE NUMBER () _____ FAX NUMBER () _____

HST REGISTRATION # _____

EMAIL ADDRESS _____

DATE OF QUOTATION _____

NOTE: Please return pages **9 -11** on or before **12:00 Noon, Local Time, Tuesday, September 14, 2010.**

**THE CORPORATION OF THE CITY OF LONDON
PURCHASING AND SUPPLY
SPECIFICATION**

Date Issued: July 24, 2003

Specification Number: 968-71-00

Date Revised: July 20, 2010

Supersedes: May 9, 2006

Prepared By: Geoff Smith

Checked By: _____
Wesley Abbott

SCOPE & PURPOSE:

The scope and purpose of this specification is to outline the City's requirement for the Rental of Containers and Removal of Waste from the W12A Landfill Site and Waste Water Treatment Plants.

SECTION "A" - W12A LANDFILL SITE, 3502 MANNING DRIVE, LONDON

1. The successful bidder shall be required to supply:

Number	Roll-off Container		
	Volume (m ³)	Maximum Height (metres)	Type
5	Minimum 30 (40 yd ³)	2.5	open top
5	15 (20 yd ³)	1.5	open top
1	15 (20 yd ³)	1.5	open top; sealed unit to prevent leakage from bottom

2. The initial location and use of the roll-off containers are:

Number	Volume (m ³)	Location	Material	Dumping Location
4	30	ramp near the scalehouse	Garbage	on-site
1	30	beside Household Special Waste Depot	Cardboard	Emterra Recycling 15 Buchanan Ct
4	15	ramp near the scalehouse	Wood (2) Brush & yard materials (2)	On-site
1	15	ramp near the scalehouse	metal	Scrap metal recycler
1	15	beside Household Special Waste Depot	empty containers	On-site

- 3. a) The inside four (4) walls of all bins must be smooth so that garbage does not get caught up.
 b) Containers are to remain on the site for the duration of the contract period.
- 4. Supply an adequate number of trucks with operators capable of hauling the containers to ensure dumping of waste at the landfill dump face.
- 5. Dumping of the bins at the W12A Landfill will be required every Monday (or Tuesday if Monday is a Statutory Holiday) and after 11:00 am on Fridays (or Thursday if Friday is a Statutory Holiday). Dumping to start on or before 9:00 a.m. on Mondays. The number of lifts may vary according to seasonal demands by landfill users. Additional dumping of the bins will required on an as needed basis to prevent overflow or more frequently at the request of the City.

SECTION “A” - W12A LANDFILL SITE, 3502 MANNING DRIVE, LONDON...cont’d

- 6. a) All containers to be emptied on-site are to be weighed before and after dumping. The City of London will direct the successful bidder where to empty the containers. Normal disposal fee will be waived.
 b) All containers to be emptied off-site are to be weighed before they leave the site.
- 7. Scrap metal will be taken to an appropriate scrap metal recycling facility. Once the scrap metal leaves the site, it will become the responsibility of the successful bidder.
- 8. The W12A site hours are 8:00 a.m. to 4:00 p.m., Monday through Friday and closed on statutory holidays. The successful bidder **will not** have access to the W12A site outside of these hours.

SECTION “B” – WASTEWATER TREATMENT (WWT) PLANTS

- 1. The successful bidder shall be required to supply:

Number	Roll-off Container		
	Size (m ³)	Maximum Height (metres)	Type
4	11.5 (15 yd ³)	1.5	open top

2. The initial location and use of the roll-off containers are:

Number	Size (m ³)	Location	Material	Dumping Location
1	11.5	<ul style="list-style-type: none"> Adelaide WWT Plant, inside the pumping station 1201 Adelaide Street North 	Screenings	W12A Site
1	11.5	<ul style="list-style-type: none"> Greenway WWT Plant, inside the screen room 109 Greenside Avenue 	Screenings	W12A Site
1	11.5	<ul style="list-style-type: none"> Greenway WWT Plant, inside the Grit Building 109 Greenside Avenue 	Grit	W12A Site
1	11.5	<ul style="list-style-type: none"> Pottersburg WWT Plant, inside the inlet building 1141 Hamilton Road 	Screenings	W12A Site

3. A pick-up time and frequency will be scheduled to best fit the needs of each individual WWT plant.
4. All containers will be hauled to the W12A landfill where they are to be weighed before and after they are dumped. The W12A site hours are 8:00 a.m. to 4:00 p.m., Monday through Friday and closed on statutory holidays. The successful bidder **will not** have access to the W12A site outside of these hours.