



**Ottawa Valley Waste Recovery Centre  
QUOTATION OVWRC 2021-01**

**QUOTATION CLOSES: February 26, 2021 at 1:30 P.M.**

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**PURCHASE Construction and Demolition (C&D), Leaf and Yard (L&Y) Processing  
(Grinding)**

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NAME OF FIRM OR INDIVIDUAL

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ADDRESS

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CONTACT NAME AND TELEPHONE NO.

<b>Total Tender Amount with HST (From Page A-9)</b>
\$ _____

**CONTRACT REVIEW CHECKLIST**  
**Ottawa Valley Waste Recovery Centre**

**Guidelines for Tenderers**

This is NOT a Contract Document.

Tenderers are solely responsible for the regularity of their own bids. However, to assist Tenderers, the OVWRC advises all Tenderers to review their bids with the following questions in mind:

1. Has your firm's name and address been entered? ☐
2. Has your firm's total Tender Price been entered in Section FT-3, 3.3? ☐
  - is it in words?
  - is it in numbers?
  - do the words and the numbers agree?
3. Has the Tender been signed properly? ☐
  - corporation – signed by authorized officer of the Corporation and witness signs
  - partnership – two partners sign and witness signs
  - sole proprietorship – owner signs and witness signs
4. Has EACH ITEM in the Schedule of Prices been completed? ☐
5. Has the sub total been entered? ☐
6. Has the total been entered? ☐
7. Does the total in the Schedule of Prices agree with the total in Section FT-3, 3.3? ☐
8. Have any strikeouts or changes been made to the Schedule of Prices? ☐  
If so, have they been initialled? ☐
9. Have all the documents been completed in ink or in type? ☐
10. Has your firm checked to see that it has received all Addenda? ☐
11. Have all Addenda been submitted with the Tender documents? ☐
12. Has your firm used the OVWRC's forms to bid? ☐
13. Has your firm obtained and reviewed all Contract Documents? ☐
14. Has your firm ensured that the bid is NOT QUALIFIED by any restrictive statements written in the documents by your firm? ☐

- 15. Have any changes (overwritings, strikeouts, erasures, etc.) been initialled by the Tenderer? ☐
- 16. Has the Tender Deposit been included if required? ☐
- 17. Is the envelope sealed? ☐

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# **SECTION A**

## **TENDER**

## SECTION A INDEX TENDER

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**PART I      TENDER CALL**

Sealed Tenders are invited for the execution of the works described herein.

Contract Number: **OVWRC 2021-01**

Described as: **Construction and Demolition (C&D), Leaf and Yard (L&Y) Processing (Grinding)**

Tenders shall be addressed to: **Ottawa Valley Waste Recovery Centre  
900 Woito Station Road, RR# 4  
Pembroke ON K8A 6W5  
c/o Kristy Williams  
Administrative Clerk**

(Hereinafter the OVWRC)

Tenders shall be received **until February 26, 2021 1:30 PM** at the OVWRC, at the address given above.

Tenders received by this time, date and at the location specified above, shall be opened and read as soon as possible after that time. **A public reading will not be accessible due to COVID-19 restrictions.**

**PART II**      **TENDER CONDITIONS****TC-1**      **Completion and Submission of Tenders**

- 1.1      The Tenderer shall complete all documents pertaining to this Contract in ink or in type.
- 1.2      If the Tenderer is a Corporation, an authorized officer of the Corporation shall sign the Form of Tender and the signature shall be witnessed.
- 1.3      If the Tenderer is a partnership, a minimum of two partners shall sign the Form of Tender and the signatures shall be witnessed.
- 1.4      If the Tenderer is a sole proprietorship, the sole proprietor shall sign the Form of Tender and the signature shall be witnessed.
- 1.5      The Tenderer shall submit their Tender by the date and time specified in Part I of the Tender.
- 1.6      The Tenderer shall submit to the OVWRC:
- a.      the Tender and
  - b.      all Addenda issued by the OVWRC, with respect to this Contract.
- 1.7      The Tenderer shall submit the Tender on the forms supplied by the OVWRC and in a sealed envelope that clearly identifies the contract number, description of the Tender and the Tenderers name. Each tender shall be in a separate envelope.

**TC-2**      **Tender Deposit**

- 2.1      A Tender Deposit is not required for this Contract.

**TC-3**      **Agreement to Bond**

- 3.1      An Agreement to Bond is not required for this Contract.

**TC-4**      **Addenda**

- 4.1      The Tenderer shall ensure that its name and address for receipt of Addenda are included on the OVWRC's list of firms to whom Addenda to this Contract, if any, are to be sent. Inclusion on the OVWRC's list does not absolve the Tenderer of its responsibilities set out in Section TC-9.1 of the Tender.

**TC-5**      **Irregular Tenders**

- 5.1      The OVWRC shall be the sole judge of whether or not a Tender is irregular.



**TC-6**            **Unbalanced Tenders**

- 6.1            The Tenderer shall not submit an unbalanced Tender.
- 6.2            The OVWRC shall have the right to:
- a.          deem a Tender to be unbalanced and
  - b.          reject a Tender, which it deems to be unbalanced.

**TC-7**            **Collusion**

- 7.1            The Tenderer shall not engage in collusion of any sort and in particular, shall:
- a.          ensure that no person or other legal entity, other than the Tenderer, has any interest in the Tenderer's Tender, and
  - b.          prepare their Tender without any knowledge of comparison of figures with or arrangement with any other person or firm preparing a Tender for the same work.

**TC-8**            **Right to Accept or Reject Tenders**

- 8.1            Notwithstanding any other provision in this Contract, the OVWRC shall have the right to:
- a.          accept any Tender;
  - b.          reject any Tender, and
  - c.          reject all Tenders.
- 8.2            The OVWRC reserves the right to reject a Tender of any Bidder who does not furnish satisfactory evidence of sufficient capital, plant and experience to successfully execute and complete the work.
- 8.3            Without limiting the generality of Section TC-8.1 the OVWRC shall have the right to:
- a.          accept an irregular Tender;
  - b.          accept a Tender which is not the lowest Tender, and
  - c.          reject a Tender even if it is the only Tender received by the OVWRC.
- 8.4            Acceptance of the Tender shall occur at the time the OVWRC awards the Tender and not necessarily at the time the award is communicated to the successful Tenderer.

**TC-9**            **Contract Documents**

- 9.1            The Contractor shall obtain and review all Contract Documents listed in the Form of Tender and all addenda issued by the OVWRC, pertaining to this Contract.

**TC-10**      **Errors, Omissions and Discrepancies in the Contract Documents**

- 10.1      If the Tenderer finds any errors or omissions in or discrepancies among the Contract Documents, they shall immediately notify the OVWRC at the address specified in Part I of the Tender.
- 10.2      No oral explanation or interpretation by any person shall modify any of the Contract Documents.

**TC-11**      **Irrevocability of Offer**

- 11.1      The Tenderer shall not revoke its offer until after the expiration of sixty (60) days after the opening of the Tenders by the OVWRC.

**TC-12**      **Successful Tenderer - MOECC issued mobile Grinding Air ECA**

- 12.1      The successful Tenderer shall provide OVWRC with a valid MOECC issued mobile Grinding Air ECA.

**TC-13**      **Successful Tenderer - Workplace Safety & Insurance Board Certificate of Clearance**

- 13.1      If requested, the successful Tenderer shall provide the OVWRC with a valid Workplace Safety and Insurance Board Certificate of Clearance, to the satisfaction of the OVWRC's Solicitor.

**TC-14**      **Successful Tenderer - Execution of Form of Agreement**

- 14.1      Execution of a Form of Agreement is not a requirement of this contract.
- 14.2      The OVWRC shall issue a Purchase Order to the successful Tenderer to indicate acceptance of the contract.

**TC-15**      **Successful Tenderer - Insurance**

- 15.1      The Tenderer shall provide a minimum of \$2,000,000 in Public Liability Insurance to insure against any acts caused by his employees while carrying out the provisions of this contract or while on the property of the Ottawa Valley Waste Recovery Centre and shall hold the facility harmless for any claims. The contractor shall provide a Certificate of Liability Insurance from his insurers to the Ottawa Valley Waste Recovery Centre within 5 days of the contract award date.
- 15.2      The company shall take responsibility for any Health & Safety Violation under the Occupational Health & Safety Act, as well as the cost to defend such charges as a result of any violation.
- 15.3      Upon award of contract, the successful company will be required to comply with all aspects of the Centre's Applicable Health and Safety policies which includes

Ministry of Labour applicable training and certifications. The successful company will also be required to fill out, along with an OVWRC Supervisor, Health & Safety Procedure HSP 5.18 Contractor and Service Provider Orientation, which will address appropriate health and safety requirements.

**TC-16**      **Successful Tenderer – Period of Contract**

16.1      The Contractor shall schedule their work under this contract to comply with the following requirements:

a.      delivery of the completed work shall occur:

On-call contract work for a 2 year term commencing March 1, 2021 and ending February 26, 2023. OVWRC reserves the right to terminate this contract at any time as a result of non-performance, unsafe work habits or any violation of the Environmental Protection Act.

All work will be scheduled Monday to Friday during normal operating hours.

16.2      The Contractor shall complete the work by the time specified in the Tender, unless an extension of time is granted.

16.3      If the OVWRC grants the Contractor an extension of time, the Contractor shall complete the work by the revised specified time for completion.

**TC-17**      **Successful Tenderer - Liquidated Damages**

17.1      Not applicable, work will be scheduled on an on-call basis.

**TC-18**      **Successful Tenderer - Submission of Documentation**

18.1      The successful Tenderer shall submit the documentation required by Sections TC-12, TC-13, and TC-15 within five (5) working days of the day the OVWRC notifies the successful Tenderer that the documentation should be sent to the OVWRC.

18.2      If the successful Tenderer fails to comply with Section TC-18.1, the OVWRC may, in its sole discretion, withdraw its acceptance of the Tender and the Tenderer shall have no recourse whatsoever against the OVWRC.

**TC-19**      **Pricing**

19.1      Prices quoted shall be the net cost to the OVWRC and shall include all associated costs (all equipment and personnel required to process/grind the products listed, fuels and lubricants, any repairs/maintenance as a result of foreign materials in the wastes, and applicable licences and permits) and all other associated costs required to perform the service to the complete satisfaction of the OVWRC. Approximate tonnes per hour processed is required.

19.2 Prices quoted shall remain firm for the period of the Agreement.

**TC-20**      **Payment**

20.1 Payment will be made after delivery and satisfactory acceptance of the contract.

**TC-21**      **Tax Status**

21.1 The price quoted shall be in Canadian funds and shall include all duty, custom clearances and all other charges now in force.

21.2 The Harmonized Sales Tax (HST) shall be extra to the unit prices quoted.

**TC-22**      **Basis of Award**

22.1 It is the OVWRC's intent to award on a total aggregate price as Tendered; however, the OVWRC reserves the right to award on a line item basis, to the lowest responsive bidders, if deemed to be in the best interest of the OVWRC.

22.2 The OVWRC reserves the right to disqualify any Tender that is incomplete or is otherwise not submitted in strict accordance with the terms and conditions set forth in this Contract. The OVWRC reserves the right to accept or reject any or all Tenders, should it be deemed to be in the best interest of the OVWRC. Should only one (1) Tender be received, the OVWRC reserves the right to reject it.

**TC-23**      **Tender Results**

23.1 All results are subject to review, and confirmation and approval by the Ottawa Valley Waste Management Board.

**TC-24**      **Minimum Service Standard**

The OVWRC intends to schedule work approximately 5 times a year on an as needed basis. If the successful tenderer is not available to begin work within one month of the OVWRC requesting service (either verbally or in writing); the OVWRC reserves the right to seek the equivalent service from another provider without penalty.

**TC-25**      **Exclusivity of Service**

Excepting the provision in TC-24, the OVWRC will use the successful tenderer for all grinding required for the term of the contract except where the OVWRC exercises the right to have Construction & Demolition material ground in conjunction with Bulky Material, not to occur more than twice per year.

**PART III**     **FORM OF TENDER****Tender by:**

Company Name: \_\_\_\_\_

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

City/Province/Postal Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

\_\_\_\_\_  
Contractor's Signature\_\_\_\_\_  
Business Partner's Signature  
(only if required by TC-1)\_\_\_\_\_  
Witness's Signature**FT-1**     **Contract Documents**

- 1.1     The Contract Documents for this Contract are:
- a.     Tender
    - i.     Part I.....Tender Call
    - ii.    Part II .....Tender Conditions
    - iii.   Part III .....Form of Tender
  - b.     Form of Agreement
  - c.     Special Provisions - General
  - d.     All Addenda Issued Pertaining to this Contract

**FT-2**     **Tenderer's Declarations**

- 2.1     The Tenderer declares that it has obtained and read the Contract Documents.
- 2.2     The Tenderer declares that it understands and agrees to be bound by the Contract Documents.
- 2.3     Without limiting the generality of Section FT-2.2, the Tenderer declares that it has, at the time of Tendering, fulfilled all of those obligations under the Contract, which are required to be fulfilled by the time of Tendering.

- 2.4 The Tenderer declares that all information, which it has provided or will provide to the OVWRC is true.

**FT-3**      **Tenderer's Offer**

- 3.1 The Tenderer offers to do the work in accordance with the Contract Documents.
- 3.2 The Tenderer offers to do the work and to accept payment at the unit prices specified in the Schedule of Prices in Section FT-4 of the Tender, in accordance with the Contract Documents.
- 3.3 The Tenderer's total Annual Tender Price, based on the estimated quantities in the Schedule of Prices is:

\$ \_\_\_\_\_

\_\_\_\_\_

(\$ \_\_\_\_\_).

**FT-4**      **Schedule of Prices**

- 4.1 **The OVWRC is requesting service for the following:**

<b>Material</b>	<b>Size – Ground down to</b>	<b>Approximate Tonnage (Annual)</b>
Shingles	6" or less	1400
Dirty Wood Waste	6" or less	1800
Brush	6" or less	400
Clean Wood	4" or less	100
Leaf & Yard Waste	4" or less	1500
Drywall	4" or less	100

**Ground Material is to pass a magnet to remove metal and be stock piled nearby (minimum 20-foot vertical stacker is required). Magnet and stacker are the responsibility of the tenderer.**

Table 1.

Product	Price Per Tonne (A)	Estimated Tonnage (B)	Estimated Annual Cost (AxB) (C)
Shingles		1400	
Dirty Wood Waste		1800	
Brush		400	
Clean Wood		100	
Leaf & Yard Waste		1500	
Drywall		100	
Total (Sum of Column D)			

Table 2.

	Approximate Occurrences Per Year (A)	Price Per Occurrence (B)	Estimated Annual Cost (AxB) (C)
Mobilization/Demobilization	5		

(1) Annual Grinding Cost (Table 1.) \$ \_\_\_\_\_

(2) Annual Mobilization/Demobilization (Table 2.) \$ \_\_\_\_\_

**TOTAL ANNUAL BID (1+2)** \$ \_\_\_\_\_

**HST (13%)** \$ \_\_\_\_\_

**TOTAL ANNUAL TENDER AMOUNT** \$ \_\_\_\_\_

**SECTION B**  
**FORM OF AGREEMENT**

**\*NOT APPLICABLE TO THIS CONTRACT\***



## **SECTION C**

### **SUPPLEMENTAL GENERAL CONDITIONS**

**\*NOT APPLICABLE TO THIS CONTRACT\***

## **SECTION D**

### **SPECIAL PROVISIONS – GENERAL**

**\*NOT APPLICABLE TO THIS CONTRACT\***