



Municipality of the County of Colchester

**Tender
Residential Organics Containers**

**June 2020
Tender No: GC062020**

Closing Time: 3:00 p.m.

Closing Date: **Wednesday, July 8, 2020**

1 INTRODUCTION

1.1 Background

The Municipality of the County of Colchester (the “Municipality”) under the Nova Scotia’s Solid Waste-Resource Management Regulations has been collecting and processing organics since July 1996. The Municipality operates a residential source-separated organics collection and composting program with the Towns of Truro and Stewiacke. Colchester County has approximately 21,500 wheeled carts or “green carts” in service.

1.2 Terminology

Bidders should also note that the terms “containers”, “carts” or “green carts” used in this Tender are all intended to mean European lift - **wheeled 240 litre or wheeled 80 litre carts.**

Bidders should also note that the terms “kitchen bins” used in this tender are intended to mean **small food waste containers that average around two gallons to be used inside the home.**

2 Tender Process

- 2.1 Responses to this Tender must be directed to the attention of Darlyne Proctor, Waste Reduction Manager, The Municipality of the County of Colchester in a sealed envelope, or package clearly indicating the tender number and tender closing date and the bidders company name.
- 2.2 **Inquiries concerning the Specifications are to be directed to** Darlyne Proctor, Waste Reduction Manager, Municipality of Colchester. Telephone: 902 897-8226, Email dproctor@colchester.ca.
- 2.3 Sealed Tenders must be delivered to The Municipality of the County of Colchester prior to tender closing date **Wednesday, July 8th 2020, 3:00 p.m.** Late bids received after closing date will be disqualified from competition and returned to the bidder unopened.

Courier Address: Municipality of the County of Colchester
Attn: Darlyne Proctor/Tender No GC062020
1 Church Street, Truro, NS, B2N 3Z5

Mailing Address: The Municipality of the County of Colchester
Attn: Darlyne Proctor/Tender No GC062020
1 Church Street, Truro, NS, B2N 3Z5

Tender Closing: **Wednesday, July 8, 2020 at 3:00 p.m.**
Tender Opening: **Wednesday, July 8, 2020 at 3:15 p.m.**
1 Church Street, Truro, NS
Colchester County Court House, 2nd Floor, Council Chambers

- 2.4 Bidders are advised to follow the instructions contained herein to ensure a fair evaluation of Bids. Bidders may choose to submit bids on any one or more or all three (3) components (Component 1: 240 litre carts; Component 2: 80 litre carts; Component 3: Kitchen bins).
- 2.5 The unit costs and other information submitted by the Bidder in response to this Tender will form the basis of any future contract between the Bidder and the Municipality. The successful bidder shall be required to execute a formal contract, in a form satisfactory to the Municipality to give effect to the Tender.
- 2.6 Green carts or kitchen bins pricing within a three-year time frame, from the award of tender. When quoting, please state the length of time the price for additional green carts or kitchen bins will be guaranteed.
- 2.7 All bids submitted must identify and comply with the specifications requested.
- 2.8 Proposed delivery date(s) or schedule(s) of when containers are expected to be delivered following notification of an order must be included in all bids submitted.
- 2.9 Notification of the successful bidder will be emailed to all Bidders immediately after the tender is awarded.
- 2.10 All bid submissions are subject to evaluation after opening and before award of contract. Bids will be evaluated not only on the submitted price but also on quality of goods, delivery, customer service, and the capacity of the bidder to meet the requirements of the Tender in accordance with the criteria stated in the Tender documents.
- 2.11 The Municipality is not obliged to award lowest bid and reserves the right to withdraw the Tender and re-issue a tender. This Tender implies no obligation on the Municipality to accept this bid or any bid submitted and has the right to cancel this Tender if required.
- 2.12 The Municipality reserves the right to reject any or all Bids, not necessarily accept the lowest proposal, or to accept any proposal which it may consider to be in its best interest. The Municipality also reserves the right to waive formality, informality, or technicality in any proposal.
- 2.13 On request, unsuccessful bidders are entitled to receive an explanation and a debriefing on their bid submission. All buying activity will attempt to seek out best value, which maximizes the effectiveness and profitability to the Municipality.
- 2.14 All contracts resulting from this tender will be governed under the laws of Nova Scotia.
- 2.15 Bidder should ensure that all calculations and totals are correct, if any discrepancies/errors are noted in the evaluation process, the unit price quoted will prevail.

- 2.16 The Municipality may issue addenda adding to, deleting, clarifying, or varying provisions in the Tender Documents. Addenda notifications will be posted on the Municipality's website and will be forwarded to all Bidders that have obtained Bid Documents.
- 2.17 The Bidder shall ensure that they have in their possession at the time of submission, all addenda that may have been issued. Confirmation can be obtained by checking the tender document as posted on the website at **<http://www.colchester.ca/tenders-proposals>**.
- 2.18 Bidders can bid on various components of this Tender.
- 2.19 All Schedules in the Tender submission must be completed. The Tender submission must be signed by authorized personnel.
- 2.20 The Bidder shall sign under seal the Bid Form and submit to the Municipality in the form attached.
- 2.21 **Bid Evaluation Criteria shall be in accordance with the evaluation form contained in section 8. Compliance with Specifications for carts and kitchen bins shall be mandatory. Upon receiving a PASS in Step 1 of the evaluation, bids will be scored in Step 2 for each container and kitchen bin.**

Step 1

Compliance with Specifications (Design/Quality)	Pass/Fail
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Step 2

Design	30%
Commercial	25%
Delivery	15%
Warranty	10%
Price	<u>30%</u>
	100%

- 2.22 Timeframes. The Municipality intends to enter a contract with the successful Bidder for the delivery of green carts beginning in August 2020.
- 2.23 The Municipality intends to order carts that could comprise of a full shipping container of 240-liter carts and or a full container of carts that are comprised of both 240 liter and 80-liter carts. Kitchen bins could be ordered at separate times throughout the three-year contract.

3. TERMS OF REFERENCE

- 3.1 Bidders should note that the Municipality will evaluate bids by using the Evaluation Form in Section 8 of this document. Bidders should provide their information in the Schedules attached to the Bid Submission Form. In order that value may be given for each item, the information provided by Bidders in their bids should include, but not be limited to:

(ii) Commercial considerations

- a) **Quality of Service:** Bidders shall indicate experience producing and supplying green carts for Municipal curbside compostable organics collection programs including contact information for references from clients served by Bidder, preference given to Nova Scotia Municipalities.
- b) **Warranty:** Bidders shall provide warranty details that includes replacement of missing and broken parts/carts and or financial compensation. Shipment details covering length of time and costs.
- c) **Local Content:** Bidders should indicate extent of local content.

(iii) Delivery

- a) Bidders shall provide a projected delivery time from date of order that is expected throughout the three years.

(iv) Price

All pricing is to be stated in Canadian Dollars, **exclusive of HST.**

Price is to be provided for each component that a bid is being submitted for.

The Bidder shall complete the table in Form 5.1. Quoted prices shall remain in effect for the entire 2020-21 fiscal year and ending July 31, 2023. Shipping, cartage, loading, insurance, and handling charges must be included in the total price.

With pricing calculations for July 2020/July 2021 and July 2021/July 2022 and July 22/July 2023 years.

Prices for 80 Liter, Kitchen Bins and 240 Liter shall be quoted FOB Colchester Material Recovery Facility, 185 Mingo Road, Kemptown, Nova Scotia, B6L 2K4, Canada.

4. SPECIFICATIONS

1. These specifications shall form part of the Tender for supply of green carts and kitchen bins.
2. Bidders must meet the following specifications – This is a Pass/Fail requirement - Failure of Bidder to address these specifications will result in elimination from the evaluation process:

4.1 Component 1: 240 Litre Curbside Carts - Specifications:

- i. Containers must be designed for curbside compostable organics collection.
- ii. Containers must be green in colour with pigment throughout the cart material.
- iii. Containers must be capable of being tipped using the European style of lifters employed by the Municipality's collection contractor, which grasp the cart by the lip only.
- iv. Construction shall be UV stabilized.
- v. All rigid containers shall be new, unused and of uniform design and construction. Bidders are encouraged to provide information on the outdoor performance of the container (i.e. ability to withstand UV rays, precipitation and temperature changes between -30 and +30 degrees Celsius), including any available data on how well the cart empties in sub-zero temperatures.
- vi. All metal parts shall be constructed of stainless steel or otherwise designed and constructed to resist rust.
- vii. Each container shall be capable of holding a minimum of 100 kg (220 lb) during the lifting cycle, without structural damage or deformation.
- viii. Containers shall have tight fitting rodent proof lids of the same material as the containers, with integral hinges to permit lifting of the lids and on-site inspection for contaminants. The lids shall be capable of opening at least 270 degrees in rotation. The lid shall be hinged at the rear of the container, opposite to the lifting location.
- ix. Containers shall be balanced to reduce risk of tipping over while being moved, whether full or empty. Handles for moving the containers shall be at the opposite sides from the lifting areas.
- x. Axles shall be made of solid steel. The wheels must be attached to the axel to restrict removal and the cart must be easy to use on paved and unpaved surfaces. The Bidder shall state the size and configuration of the wheels and axels to be installed on the proposed containers including the wheel diameter, wheel tread thickness, and wheel and tread material.
- xi. Containers shall have an unlimited warranty for a minimum period of 10 years.
- xii. The supplier shall provide for training of designated staff (Municipal or otherwise) as needed to assemble and repair containers. During the period of the warranty, the supplier shall also supply any replacement parts (at the cost of the supplier).
- xiii. Each container shall have a unique identification number and a Colchester Logo stamped onto the main body of the container. The successful Bidder shall consult with Municipal staff on the locations of serial numbers and logos and the numbering series.

4.2 Component 2: 80 Litre Curbside Carts - Specifications:

- i. Containers must be designed for curbside compostable organics collection. Sealed without ventilation. Containers must be green in colour with pigment throughout the cart material.
- ii. Containers must be capable of being tipped using the European style of lifters employed by the Municipality's collection contractor, which grasp the cart by the lip only.
- iii. Construction shall be of UV stabilized. All rigid containers shall be new, unused and of uniform design and construction.
- iv. All metal parts shall be constructed of stainless steel or otherwise designed and constructed to resist rust.

- v. Each container shall be capable of holding a minimum of 34 kg (75 lbs) during the lifting cycle, without structural damage or deformation.
- vi. Containers shall have tight fitting rodent proof lids of the same material as the containers, with integral hinges to permit lifting of the lids and on-site inspection for contaminants. The lids shall be capable of opening at least 270 degrees in rotation. The lid shall be hinged at the rear of the container, opposite to the lifting location.
- vii. Containers shall be balanced to reduce risk of tipping over while being moved, whether full or empty. Handles for moving the containers shall be at the opposite sides from the lifting areas.
- viii. The Bidder shall state the size and configuration of the wheels and axels to be installed on the proposed containers including the wheel diameter, wheel tread thickness, and wheel and tread material. Axles shall be made of solid steel. The wheels must be attached to the axel to restrict removal and the cart must be easy to use on paved and unpaved surfaces.
- ix. Containers shall have an unlimited warranty for a minimum period of 10 years.
- x. The supplier shall provide for training of designated staff (Municipal or otherwise) as needed to assemble and repair containers. During the period of the warranty, the supplier shall also supply any replacement parts (at the cost of the supplier).
- xi. Each container shall have a unique identification number and a Colchester Logo stamped onto the main body of the container. The successful Bidder shall consult with Municipal staff on the locations of serial numbers and logos and the numbering series.

4.3 Component 3: Kitchen Bin - Specifications:

- i. Containers must be designed for kitchen storage of compostable organics.
- ii. Containers do not have to be green in colour. A green or neutral tone is preferred.
- iii. The bins must be at least 7 litres in size and no larger than 9 litres.
- iv. The lid should snap close to eliminate and/or prevent flies and odours.
- v. The containers must be dish washer safe.
- vi. The containers must be assembled.
- vii. The containers must have an area on the lid that will fit a 14.5 cm x 12 cm information decal that is adhesive.

NOTE: The foregoing specifications and terms of reference form part of the Bid Submission, and must be initialed by the bidder and attached to the Bid Submission.

5 SUBMISSION DETAILS

5.1 Submission Time and Place

Bidders shall submit three copies of their proposal, in a clearly identified sealed envelope, no later than 3:00 pm on WEDNESDAY, JULY 8 2020, to the address noted below:

Mail to: Darlyne Proctor
Waste Reduction Manager
Municipality of the County of Colchester
1 Church Street
Truro, Nova Scotia
B2N 3Z5

Deliver to: Attention: Darlyne Proctor, Waste Reduction Manager
Reception
Municipality of the County of Colchester
1 Church Street
Truro, Nova Scotia
B2N 3Z5

5.2 Other Submission Details

- i. Bids and amendments will **NOT** be accepted by telegram or fax.
- ii. Bidders will be permitted to withdraw their bid, unopened, after it has been submitted if such request is received by the Manager Darlyne Proctor in writing, prior to the time specified for the tender closing. Request will not be accepted by telegram or fax. (Same mailing address).
- iii. Changes/Amendments to Bid Submissions will be accepted in writing provided they are properly identified by company name, tender number, and due date and are received by Darlyne Proctor, Waste Reduction Manager, before the closing date and time.
- iv. **Prices shall be in Canadian funds** and shall be inclusive of all costs excluding transportation and Harmonized Sales Tax (HST). Identify freight costs to 185 Mingo Road, Kempton Colchester County, NS.
- v. Bids will not be accepted after 3:00pm on the date specified in Clause 5.1 above. Bids received after this time will be returned unopened to the Bidder. The official time will be as per the reception desk computer time dated at 1 Church Street, Truro.
- vi. Any questions or clarifications required about this proposal should be directed to Darlyne Proctor, Waste Reduction Manager, in writing or by email dproctor@colchester.ca.

- vii. Bidders are responsible for their own expenses in preparing, delivering or presenting a Bid and for subsequent negotiations with the Municipality of the County of Colchester, if any. The Municipality of the County of Colchester will not defray any costs incurred by a Bidder in responding to this Tender.
- viii. The Municipality of the County of Colchester will not be responsible for any costs, expenses, losses, damages or liability incurred by the Bidder as a result of, or arising out of, the submission of any Bid, or due to the Municipality of the County of Colchester not accepting or rejecting any Bid.
- ix. The Municipality of the County of Colchester reserves the right to reject any or all bids, not necessarily accept the lowest proposed price, or to accept any bid which it may consider to be in its best interest. The Municipality of the County of Colchester also reserves the right to waive formality, informality or technicality in any proposal.

6. DURATION OF BID/AWARD PRICES

- 6.1 If the Bid is accepted, prices must remain firm for the duration of the contract unless otherwise specified.
- 6.2 Bids must remain open to acceptance and are irrevocable for a period of 90 days after the closing date.

7. EVALUATION AND SELECTION PROCESS

- 7.1 All bids will be evaluated and ranked against criteria listed on the evaluation forms. Bids must receive a PASS on the Design/Quality criterion. Those that do not receive a PASS will not be scored on the other criteria. Each individual criterion will be given a merit rating of between 0 and 10 for each Bidder and this rating will be multiplied by the appropriate weighting factor to provide a score for each criterion. These individual scores will be added to produce a total score out of 1,000 for that Bidder.
- 7.2 Where bidder submits a bid on one or more than cart size, an evaluation is conducted for each cart separately.
- 7.3 In the event that a specific evaluation item is not applicable to a particular proposal, the weight of that item will be subtracted from the total 1000. To obtain the total score, the bidder's calculated score will then be prorated upward using the formula: Total Score = (Calculated Score) x (100/Revised Weight).
- 7.4 Following review and acceptance of the evaluations the Evaluation Committee will make a recommendation of a preferred Bidder for each size cart to the Municipality for award.

8 EVALUATION FORM

(Note) Each Cart Size is evaluated on a separate form

Bidder	
Component: Cart size	

Criteria			
			P/F
Design/Quality of Container (Pass/Fail)			
Design/Quality of container meets stated specifications			
Compliance with Tender Documents			
SCORING	Weight	Merit	Score
		(0 - 10)	
1. Design/Quality			
a) Ergonomics, balance, design features	30		
2. Commercial (25%)			
a) Quality of proposed warranty	10		
b) Demonstrated quality of Customer Service (e.g. References)	10		
c) Local content	5		
3. Delivery (10%)	10		
4. Quoted Price per Container (35%)			
a) Unit costs of containers FOB Kempton, Nova Scotia	35		
TOTAL	100		

TENDER BID FORM
MANUFACTURE & DELIVERY – Green Carts
TENDER NUMBER: GC062020

1.0 GENERAL INFORMATION

.1 To: Darlyne Proctor, Waste Reduction Manager
.2 For: TENDER: Residential Organics Containers GC062020
.3 From: Name: _____
Address: _____

Telephone: _____
E-mail: _____
Contact: _____

2.0 CONFIRMATIONS

2.1 The undersigned Bidder confirms that it has carefully read and examined the Tender Documents for the supply and distribution of green carts and kitchen bins:

- .1 Tender Documents
- .2 Tender Bid Form
- .3 The following Addenda

Addendum Number	Date	No. of Pages

(Insert above the numbers of Addenda received during the Tender period and taken into account in preparing its Bid. It is the Bidder's responsibility to ensure that all addenda have been received. Failure to list all addenda may result in rejection of the BID.)

3.0 BID

The undersigned Bidder does hereby submit a Bid and agree to enter into a Contract to provide goods and perform services as set forth in the Tender and to do all therein set forth. The mandatory requirements are included as required.

4.0 DECLARATIONS AND UNDERTAKINGS

4.1 The Undersigned Bidder:

- 4.1.1 Declares that it has carefully examined the Tender Documents referred to in the first paragraph of this Tender/Bid Form, and the Bidder hereby accepts and agrees to the same as forming a part of the Contract.
- 4.1.2 Declares that it has carefully examined the scope of the goods and services described herein; become familiar with local conditions and the character and the extent of the work; carefully examined every part of the proposed Specifications, and thoroughly understands its stipulations, requirements and provisions.
- 4.1.3 Declares that it has:
 - .1 Determined services required; investigated and arranged for the availability of the required equipment and personnel to enable the supply and delivery of the goods herein described.
 - .2 Declares that it has examined the Tender Documents and the appendices and has satisfied itself as to working conditions, nature and kind of work to be done, any special risks associated therewith and all other matters which may be necessary in order to form a proper understanding under which the work will be required to be performed.
 - .3 Understands that in the evaluation of a bid, the Municipality reserves the right to reject any and all bids or accept any bid that, in the sole opinion of the Municipality, is in its best interest.
 - .4 Understands that in the evaluation of a bid, the Municipality will consider the following criteria:
 - .5 Compliance with Tender Documents;
 - .6 Design and Quality;
 - .7 Commercial factors (warranty, the experience of the Bidder with similar work, including Bidder's previous performance, and local content;
 - .8 Delivery;
 - .9 Pricing.

- 4.1.4 Declares that it represents and warrants that, as the successful Bidder, it is assuming full financial and legal responsibility for the contractual delivery and performance obligations related to the proposed services.

The undersigned Bidder acknowledges the following:

1. Noted that all costs are in Canadian Dollars.
2. Noted that the Goods and Services Tax and the Harmonized Sales Tax is not to be included in any and all Prices provided herein.
3. The Bid is signed by an authorized signing officer or authorized person for the Bidder certifying that all information contained in the Bid is accurate and agreeing to comply with all of the terms, conditions and provisions of the Tender and does not conflict with any commitments it has with third parties.

The Bidder hereby agrees to be bound by the award of this Tender and if so awarded agrees to enter into a contract with the Municipality for the supply and delivery of green carts and kitchen bins under this Tender.

5.0 ATTACHMENTS

5.1 The following ***mandatory documents*** are attached:

- .1 Tender Bid Form on *the form provided*-with all pages and spaces for entry of information by Bidders filled in.
- .2 Terms of Reference and Specifications are included and initialled.
- .3 All pages of Schedule 1, 2, 3, and 4 fully completed and signed by Bidder.

6.0 SIGNATURE

Dated this _____ day of _____, 2020.

Name of Bidder Submitting Bid _____[Seal]

Address: _____

Telephone: _____

Signature: _____

Name and Title (Printed): _____

Witness: _____

Name and Title (Printed): _____

Note: Bids submitted on behalf of any Corporation must be signed in the name of such Corporation by a duly authorized officer or agent, who shall also subscribe his or her own name and office. Affix corporate seal.

Schedule 1: Design/Quality of Containers

Provide description here (or on a separate sheet) of each cart that a bid is being submitted. Include details of the dimensions, wheel, axel, grate, plastic thickness, and the weight of the cart included in the proposal:

240 Litre Container:

Outside Dimensions (in or cm)	
- Total Height	
- Body Height	
- Width	
- Depth	
Weight per individual cart (kgs)	
Wall thickness of cart (mm)	
Body description & features	
Plastic Number	
Pest, Odour & rodent resistant	
Wheel Diameter & Material type	
Axle Material Type	Stainless steel
Maximum cart capacity lift weight	
Number of carts Shipped based on 53-foot trailer	
Number of carts per stack shipped	
Lid & Handle features	
UV Protection	
Colour	Green
European Lift	
Warranty specifications	
Meets ANSI requirements for safety and litter system compatibility (ANSI Z245.30 and Z245.60)	

80 Litre Container:

Outside Dimensions (in or cm)	
- Total Height	
- Body Height	
- Width	
- Depth	
Weight per individual cart (kgs)	
Wall thickness of cart (mm)	
Body description & features	
Plastic Number	
Pest, Odour & rodent resistant	
Wheel Diameter & Material type	
Axle Material Type	Stainless steel
Maximum cart capacity lift weight	
Number of carts Shipped based on 53-foot trailer	
Number of carts per stack shipped	
Lid & Handle features	
UV Protection	
Colour	Green
European Lift	
Warranty specifications	
Meets ANSI requirements for safety and litter system compatibility (ANSI Z245.30 and Z245.60)	

Kitchen Bin:

Size in liters	
Lid description	
Colour	
Dish washer safe	
Assembled	

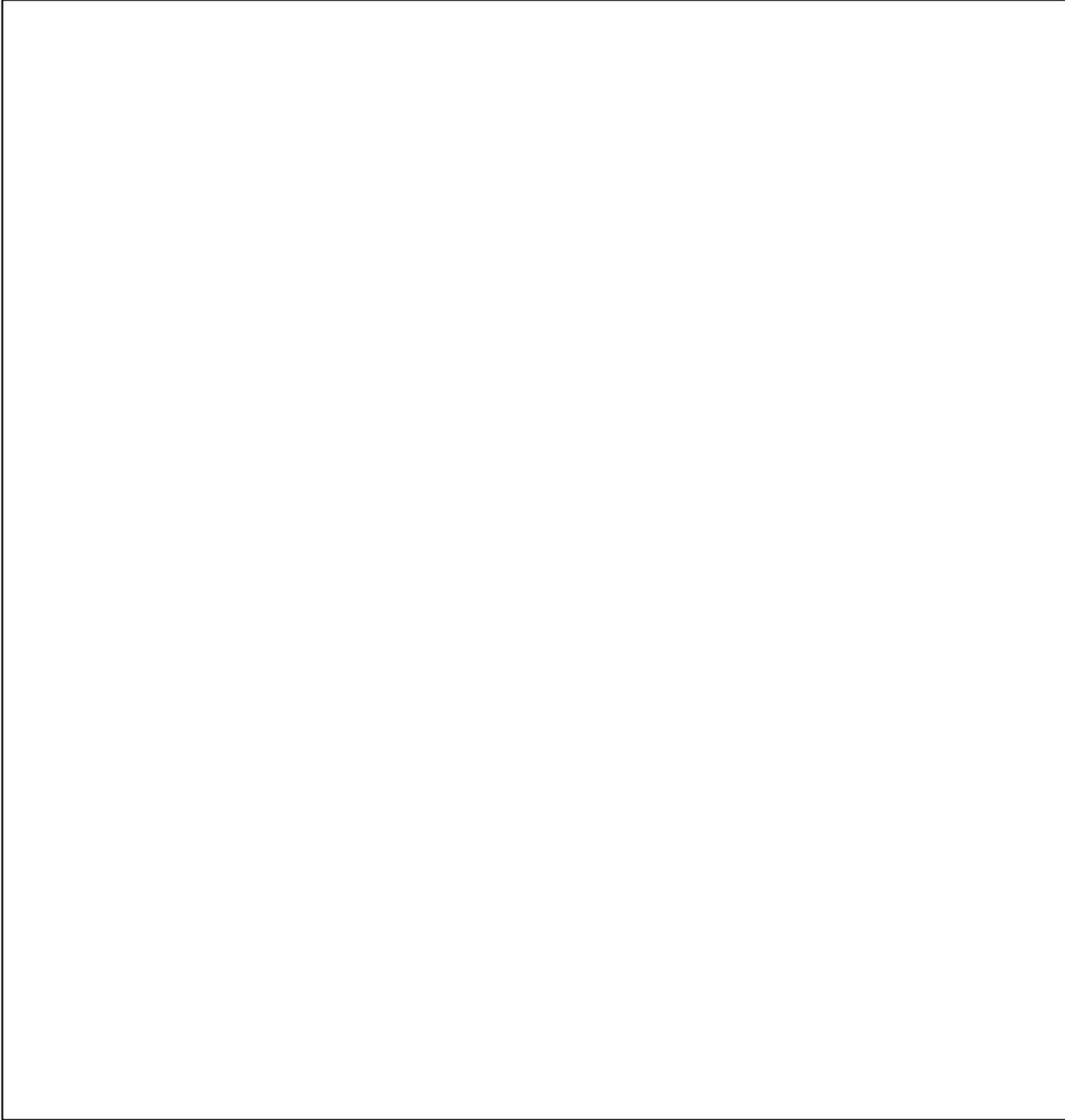
Schedule 2: Commercial

Provide information on the warranty, demonstrated quality of customer service (include names and contact information for three (3) references, and local content:



Schedule 3: Delivery

Attach a description of proposed delivery system and shipping costs.



Schedule 4 Pricing
All Prices are exclusive of Sales Tax

Description FOB 185 Mingo Road, Kempton, NS B2N 3Z5	Unit Price	# of carts per stack shipped	Max. # of carts per shipment	Total Cost Per Shipment	Delivery Time from Date of Order
Initial Hot Stamp Design					
July 2020 - July 2021					
240 Litre Carts - including hot stamping					
80 Litre Carts – including hot stamping					
		# of bins per stack	Max # of bins per Pallet	Total Cost Per Pallet	
Kitchen Bins					
July 2021 - July 2022					
240 Litre Carts - including hot stamping					
80 Litre Carts – including hot stamping					
		# of bins per stack	Max # of bins per Pallet	Total Cost Per Pallet	
Kitchen Bins					
July 2022 - July 2023					
240 Litre Carts - including hot stamping					
80 Litre Carts – including hot stamping					
		# of bins per stack	Max # of bins per Pallet	Total Cost Per Pallet	
Kitchen Bins					

Proposal Checklist

Item	✓ Included
Schedule 1 Form completed or attached (Design/Quality)	
Schedule 2 form completed or attached (Commercial - warranty information and references completed)	
Schedule 3 form completed or attached (Delivery)	
Schedule 4 form completed (Price)	
Terms of Reference and Specifications initialed	