



TOWNSHIP OF SOUTH FRONTENAC

REQUEST FOR PROPOSAL

Garbage and Recycling Collection

RFP No. - 2010 - 01

Please submit complete proposal using the attached forms, in the enclosed sealed envelope quoting above proposal number, closing date; and forward to:

*Wayne Orr
Clerk Administrator Officer
Township of South Frontenac
4432 George Street
Sydenham, Ontario
K0H 2T0*

Closing Date: May 12, 2010 at 12:00 noon local time

Proposals must be received before the above mentioned time and date, and in accordance with the attached RFP forms, Specifications, Instructions to Vendors, and Standard Terms and Conditions.

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A. THE PROJECT AND PROPOSAL

1.0 INTRODUCTION

The Township of South Frontenac (the Township) Public Works Department is seeking proposals for the collection of garbage and recyclable materials across the entire Township.

The requirements for responses to this Request for Proposal (RFP) are as described in this document.

2.0 TERM OF THE PROJECT

The term of any contract arising out of this RFP will run from September 01, 2010 for a period of three (3) years, with an option to extend for a further two years at the sole discretion of the Township.

3.0 RFP SCHEDULE

The RFP process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the Township reserves the right to modify any or all dates at its sole discretion.

Release of RFP	March 31, 2010
Bidders Information Meeting	April 9, 2010 9:00 am, Town Hall, Sydenham, ON
Deadline for Submitting Written Inquiries:	April 16, 2010
Deadline for Responding to Inquiries:	April 28, 2010
RFP Closes:	12:00 noon May 12, 2010

4.0 PROJECT AUTHORITY AND INVOLVEMENT

This RFP is administered by the Public Works Manager. The award of this RFP will require Council approval.

All inquiries regarding this RFP must be directed as specified in Section A 6.0 of this document.

5.0 PROJECT STAKEHOLDERS

The decision making process authority rests with the Township of South Frontenac.

6.0 INQUIRIES

Any clarification of this document or request for additional information must be received by *April 16, 2010* in writing by letter, fax or email (no phone calls please) to:

*Mark Segsworth P. Eng.
Public Works Manager
2490 Keeley Road
Sydenham, Ontario
K0H 2T0*

*c/o Bonnie Robinson
Fax: 613 376-6206
Email:brobinson @township.southfrontenac.on.ca*

7.0 PROPOSAL CONTENT

Each proposal submitted must include a demonstrated understanding of the objectives, scope and particulars of the goods and services required as well as a clear statement as to the actual total price. Proposals must include completed Schedules A, B, C, D, E and F as well as a Bid Bond in the amount of \$5,000, proposals and an Agreement to Bond for a Performance Bond in the amount of 10% of the annual value of the contract.

8.0 EVALUATION OF PROPOSALS

The following scoring system will be used to evaluate each accepted proposal: **Weight**

- | | |
|---|------------|
| 1. Pricing and related costs | 65% |
|
Collecting ----- recycling from Area *AA* for three years
Collecting ----- recycling and/or Garbage from Area *BB* for three years
Collecting ----- recycling and/or Garbage from Area *CC* for three years
Collecting ----- recycling and/or Garbage from Area *DD* for three years

Collecting on a combination of the above for 3 years
Garbage to be paid per household
Recycling to be paid per household | |
| 2. Age of vehicles and equipment | 5% |
| 3. Company profile, experience and references | 10% |
| 4. Quality of approach and methodology to meet project objectives | 20% |

9.0 SUBMISSION OF PROPOSALS

Proposals are to be submitted in a complete package and may include brochures as applicable.

Proposal contents should include the following:

- Proposal responses
- Evidence of insurance on the Township of South Frontenac insurance certificate
- A current WSIB clearance certificate
- The company Health and Safety policy
- Irrevocable offer (Section D)
- Bid deposit in the amount of \$5,000.00
- Agreement to bond and required content as per Section A 7.0
- Relevant MOE approvals

Failure to comply will result in rejection of the proposal.

One original proposal accompanied by four copies of the proposal shall be received in sealed envelopes clearly marked as to contents with "**Request for Proposal # 2010-01**" no later than 12:00 noon Local Time, May 12, 2010. Proposals shall be addressed to:

*Wayne Orr
Clerk Administrator Officer
Township of South Frontenac
4432 George Street
Sydenham, Ontario
K0H 2T0*

Proposals received after the above due date and time will not be considered.

B. PROJECT REQUIREMENTS

1.0 INTRODUCTION

The RFP is for the collection of garbage and recyclable materials. Delivery of garbage material will be to one of the Township landfills or an external facility as agreed to by the Township. Recyclables will be delivered to Kingston Area Recycling (KARC) for the term of this contract.

Bidders have the option of bidding on the following:

Garbage Collection:

- Collection of Garbage within the boundaries as outlined in Area *BB* and/or *CC* and/or *DD* on the enclosed map.
- A combination in whole or in part of the above Areas excepting garbage collection in Area *AA* which shall be collected by the municipality.

Recycling Collection:

- Collection of recycling within the boundaries as outlined in area *AA* and/or *BB* and/or *CC* and/or *DD* on the enclosed map
- Collection of recycling within the whole of the Township of South Frontenac (Areas *AA*; *BB*; *CC* and *DD* combined)

NOTE: Certain restrictions and requirements apply to the collection of both garbage and recycling. Refer to Section C (General Terms and Conditions) and Section D-1 (General Specifications) before submission of any bids or proposals under this RFP. Submission of a bid will be considered proof that the bidder has read and understood all collection conditions in all sections, schedules, addenda and appendixes attached to or forming a part of this RFP.

2.0 PROJECT COSTS

Each proposal submitted in response to this RFP must include a completed Schedule D1 and /or D2 Bid Sheet that shows the cost in Canadian dollars including applicable taxes and other costs but excluding Federal GST. There may be applicable changes as a result of the upcoming HST. Prices for any proposed alternatives shall be included in Schedule E – Description and Costs of Alternative Proposals.

3.0 BACKGROUND OF THE PROJECT

The Township intends to offers curbside garbage and recyclable material collection to all commercial, industrial, institutional and residential properties within the entire Township.

See Attached Map & Attachments – Appendix C

Recycling

The Township of South Frontenac will endeavor to maintain the same level of service as in the past. A two-stream recycling program for residential properties is utilized as follows:

- Week One
 - Corrugated Cardboard, Styrofoam blocks (limit 2 bundles, flattened & tied according to sizes found on the back of the recycling calendar) aluminum & steel cans and plastic/styrofoam containers
- Week Two
 - Paper Products-newspapers, magazines, boxboard (single layer), books - hardcovers removed), polycoat, plastic bags and glass bottles/jars
 - Commercial, industrial and institutional properties have the option of receiving blue box collection as described above. There will be a limit of 2 blue boxes per ICI property per week.
 - Collection on Township roads, no new private lane service.
 - Recycled articles that are accepted may be subject to change due to market fluctuations.

Garbage

The current estimated waste generation is listed at 1.5 kg/capacity/day, and is estimated at 10,250 tonne/year. This generation estimate is provided as reference only and tonnes of refuse are not guaranteed. Refuse generation is affected by seasonal and weather related variables and may increase in warm months and during vacation times. Bidders are cautioned to take seasonality into account in any proposal submitted.

All properties are entitled to set out unlimited bags of garbage provided they are properly tagged with Township of South Frontenac bag tags. Maximum weight being 45 pounds in a regular sized garbage bag and containing no Hazardous Waste and/or ashes.

By the end of the first 3 year term of the contract, the successful proponent shall arrange to provide weights for all garbage collected thereafter, and a copy of the weight records or tickets so obtained shall be submitted to the Township on a monthly basis.

Common Collection Points

The Township does not intend to provide collection for private lanes. Instead, private lane residents will utilize a common collection point 12 months per year, subject to modifications in the future, to dispose of garbage and recycling. These common collection points are generally located on Township roads where they intersect with the private lane network. Exceptions are listed See Appendix B attached hereto.

5.0 OBJECTIVES

The objective is to ensure that the Township of South Frontenac provides a consistent level of service across the whole Township with efficient garbage and recycling services under the levels of service specified, while considering the efficiency and effectiveness of alternate levels of service.

6.0 ASSUMPTIONS

In preparing their RFP submission, proponents should carefully review Appendix A – Specifications, which outlines the key factors that will be incorporated into the contract resulting from this RFP, including responsibilities of the contractor and the Township.

7.0 RESOURCE REQUIREMENTS

Submissions must detail any resources they will provide and require as part of their proposal. This includes their resources, third party consultants or sub-contractors.

8.0 MILESTONES AND RESULTS

See Appendix A – Specifications for work requirements and expectations.

9.0 INTERIM AND FINAL REPORTING

See Appendix A – Specifications for reporting requirements.

10.0 FORMAL CONTRACT

Any proponent subsequently offered work under this RFP will be required to enter into a formal Contract satisfactory to the Legal and Purchasing Division of the Township of South Frontenac, which will include, but not be limited to, provisions set out in this RFP.

C. GENERAL TERMS AND CONDITIONS

The following terms and conditions are deemed acceptable by all proponents in response to this RFP and are deemed incorporated into every contract resulting from this RFP:

1. **Improper Delivery.** Electronic, telegraphic, telephone, or facsimile submissions in response to this RFP will not be accepted. Late submissions will also not be accepted.
2. **Signing Requirements.** Submissions that are not signed will also be rejected. Signing of submissions shall be in the form set out in Appendix "A" which shall be attached to the proposal. If the submission is by an incorporated company, the proposal must be executed by the signing officer(s) of the company with the company seal placed beside the signature(s). If the submission is not of an incorporated company, the proponent should sign his or her own name in the presence of a witness who should sign beside the proponent's name.
3. **Applicable Law.** This RFP, each submission and the Project itself are each subject to the provisions of all applicable law, including:
 - the *Municipal Freedom of Information and Privacy Act*, RSO 1990, c. M54,
 - Occupational Health and Safety Act, R.S.O. 1990, c.0.1
 - the *Fairness is a Two-Way Street Act (Construction Labour Mobility)*, 1999, S.O. 1999, c. 4 and
 - *Ontarians with Disabilities Act, 2001*, S.O. 2001, c.32, section 13 of which statute states:
*In deciding to purchase goods or services through the procurement process for the use of itself, its employees or the public, the council of every Township shall have regard to the accessibility for persons with disabilities to the goods or services.*This RFP, each submission and the Project itself are also each subject to the provisions of the Purchasing Policy of the Township of South Frontenac.
4. **Township not liable for RFP costs.** The Township of South Frontenac is not liable for any costs incurred by the proponent in responding to this "RFP".
5. **Required Warranties.** Each submission is deemed to expressly declare and warrant that;
 - i. the prices in this Proposal have been arrived at independently from those of any other submitter of a proposal,
 - ii. The prices in this Proposal have not been knowingly disclosed by the submitter of a proposal, and will not knowingly be disclosed by the proponent prior to award, directly or indirectly, to any other competitor,
 - iii. No attempt has been made, nor will be made, to induce any other person to submit or not to submit a proposal for the purpose of restricting competition,
 - iv. This proposal is in all respects fair and without collusion or fraud.
 - v. there has been no violation of copyrights or patent rights in manufacturing, producing or selling the materials and/or services shipped or ordered as a result of this proposal, and

the seller agrees to hold the purchaser harmless from any and all liability, loss, expense, action or suit occasioned by any such violation.

- vi. All materials and/or services proposed to be supplied to the Township of South Frontenac conform in all respects to the standards set forth by Federal and Provincial agencies.
- vii. Proponents, through their submission verify:
 - a. they are competent to perform the work described in this RFP [“the work”];
 - b. they have the necessary qualifications, including knowledge, skill and experience to perform the work, together with the ability to use those qualifications effectively for that purpose;
 - c. they shall supply everything necessary for the performance of the work;
 - d. they shall carry out the work in a diligent and efficient manner;
 - e. that their work is of proper quality, material and workmanship; is in full conformity with the specifications; and meets all other requirements of this RFP and any subsequent contract.
- viii. The proponent waives all rights of lien which might arise in relation to any contract from this RFP under section 3(1) of the *Repair and Storage Liens Act*, R.S.O. 1990, c. R.25.

6. **No Obligation to Contract.** Submissions made in response to this RFP do not constitute the acceptance of a contract with the Township of South Frontenac. Submissions constitute offers which the Township may or may not accept in its sole discretion. The Township of South Frontenac further reserves the right to accept or reject any or all proposals or parts of proposals, or to accept any part or whole proposal considered in its best interest, and to request re-proposals on any or all services. The Township of South Frontenac also reserves the right to waive irregularities and technicalities and to do so in its sole discretion. The Township of South Frontenac further reserves the right to award the contract on a split-order basis, lump-sum or individual-item basis, or such combination as shall best serve the interests of the Township in the opinion of the Township. Each submission of a signed proposal is deemed an irrevocable offer which may be accepted, at the sole option of the Township of South Frontenac and after negotiation, only by entering into a formal contract upon such acceptance the terms, responsibilities, and specifications as required by the Township of South Frontenac including but not limited to those set out herein.
7. **Contract Payments.** Unless otherwise specified, should the Township of South Frontenac enter into a contract relating to the Project, it will make payment of accounts within thirty (30) days of either the date on services have been accepted to the satisfaction of the Township of South Frontenac, or the date on which the invoice is received, whichever is later.
8. **Limitation of Liability.** Unless otherwise agreed, should the Township of South Frontenac enter into a contract relating to the Project, the other contracting party shall agree to hold the Township of South Frontenac harmless from any and all liability, claim, loss, expense, action or suit arising from the Project.
9. **Dispute.** In cases of dispute as to whether or not deliverables meet the requirements of the Township of South Frontenac, the decision of such agent as the Township of South Frontenac may appoint will be final and binding.

10. **No Assignment.** Unless otherwise agreed, should the Township of South Frontenac enter into a contract relating to the Project, the other contracting party shall not, without the written consent of the Township of South Frontenac, assign or subcontract any aspect of the Project or the deliverables.
11. **Fit for Use.** All things supplied under the Project shall be fit for the use specified in the governing documents whether or not detailed specifications on the various components are not set out in the documents.
12. **No implied Waiver.** 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 otherwise enforce such provision or to seek damages for the breach thereof.
13. **Governing Law.** All submissions, including those outside the Province of Ontario, agree that the rights of all parties shall be governed by the laws of the Province of Ontario and that the venue for dispute shall be within the Province of Ontario.
14. **Force Majeure.** Neither party shall be held responsible for any remedy arising from delay or failure to perform obligations under this RFP or the Project when such delay or failure is due to fires, strikes, floods, acts of God or the enemies of Canada, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.
15. **Deemed Satisfaction as to Submission.** The submission of a proposal shall be deemed conclusive proof that the submitter of a proposal has satisfied itself as to all the requirements set out in the RFP, all the conditions which may be encountered, what materials and/or services he/she will be required to supply, or any other matter which may enter into the carrying out of the Project. No claims will be entertained by the Township of South Frontenac based on the assertion by the submitter of a proposal that it was uninformed as to any of the requirements of the proposal.
16. **Default under Project.** In case of a default of performance of the Project, the Township of South Frontenac reserves the right to transfer the Project to another source. All additional expenses arising from such transfer will be charged to the original submitter of a proposal or contractor and are due forthwith.
17. **Title and IP Right to the Work.** Title and intellectual property interest ["IP"] to the work described in this RFP ["the work"] and any part thereof vests in the Township upon delivery and acceptance thereof by or on behalf of the Township. The risk of loss or damage to the work or part thereof so vested shall remain with the successful proponent Contractor until its delivery of the work in full. Any vesting of title or IP shall not constitute acceptance by the Township of the work and shall not relieve the successful proponent of its obligation to perform the work. The successful proponent shall indemnify and save harmless the Township and its employees and agents against any claim, action, suit or other proceeding for any payment or enforcement of any right or remedy that results from or is alleged to result from the creation of or provision of the work or the use or disposal of anything furnished in relation to the work.

- 18. Insurance.** Any selected proponent shall be required to take out sufficient Commercial General Liability Insurance, structured on a “per occurrence” basis, and motor vehicle liability, in the amount of no less than two million dollars (\$2,000,000.00), to cover all risks. WSIB coverage shall be provided as required by law. Additional insurance may also be required depending on the nature of bids submitted. Policies shall be in a form satisfactory to the Township and shall be kept in full force during the complete period with proof of which provided to the Township on demand. The Township shall be named as an Additional Insured on the policy, and any successful proponent shall provide evidence of all insurance coverages required by completing the Insurance Certificate provided by the Township before the Township shall enter into of a contract in relation to this RFP. Any successful proponent shall provide proof of WSIB coverage before the Township shall enter into a contract in relation to this RFP.
- 19. Enforcement.** Any successful proponent must enter into a legally binding agreement with the Township of South Frontenac. Where any breach of the terms of that agreement should occur, the Township shall review all legal remedies available to it and use any appropriate remedies to protect the interests of the Township of South Frontenac including law suit, mediation or application before the appropriate court or tribunal. All submissions in response to this RFP hereby acknowledge and attorn to the jurisdiction of the choice of the Township of South Frontenac in any such legal process.
- 20. Opening Process.** The following processes shall be used when RFP submissions are opened:
- a. Bids over \$50,000 - only the name of each proponent will be released at the time of opening. The pricing component and the ranking of all accepted submissions will be reported to Council.
 - b. Bids less than \$50,000 - The prices of the successful proponent may be released after award. The pricing submitted from unsuccessful proponents will not be released.

General Specifications

1.1 Contract Supervision by the Contractor

The Township will be provided with the name, address and telephone numbers of the Contractor's representatives who may be contacted and available 7am – 7pm, Monday - Friday, on matters relating to this Contract.

The Contractor shall have on duty, during work hours, sufficient and qualified Supervisors to properly direct the Work, each having a telephone and two-way radio-equipped vehicle so as to ensure a courteous, prompt and efficient service for handling complaints. These vehicles will be equipped to pick up missed materials.

1.2 Equipment

The Contractor shall provide all necessary vehicles and miscellaneous equipment including radio communications and furnish all necessary labour, materials, fuel, tools, licenses, airtime and all other incidentals so that the Contract and all work required to be done under it, can and will be carried on in an efficient and effective manner continuously and expeditiously to completion, in all respects to the satisfaction of the Township.

The Contractor is obliged to maintain the equipment in good order. Where, in the opinion of the Township, conditions are not suitable or safe for the use of certain equipment or vehicles, the Contractor will, upon the written order of the Township, carry out the work without the use of such equipment, and no allowance will be made to the Contractor as a result of such restriction. The Township reserves the right to inspect any or all equipment at their discretion and may issue a Notice of Compliance which the Contractor shall remedy forthwith.

Preference will be given to bids/proposals based on collection equipment that operates with higher fuel efficiency and fewer emissions. Bidders are instructed to specify the make, type and average fuel efficiency and emissions of the vehicles they propose to use for this collection contract in diesel equivalent km/l. and the type of fuel and/or hybrid system powering the vehicles.

1.3 Liquidated Damages

The Township will assess liquidated damages for instances of non-performance. As indicated in Table 1, the Contractor shall pay the Township the indicated amount per infraction. The sum or sums are hereby agreed upon and fixed as reasonable measures of the Township’s costs and determined by the parties hereto as the liquidated damages that the Township will suffer by reason of said delay, non-performance or default, and not as a penalty. The Township may deduct and retain the amounts of such liquidated damages out of the monies payable as provided in Section 1.11 - Monies Due the Township.

Table 1

Incident	Amount	Unit
Late collection after time specified	\$500	per route
Failure to respond to resident complaint as directed by Township	\$500	per incident
Failure to return for missed collection as directed by Township	\$500	per incident
Improperly replaced containers	\$500	per incident
Discourtesy or inappropriate behavior	\$500	per incident
Contractor’s staff scavenging recyclable materials	\$500	per incident
Failure to resolve damage claim to resident’s property within allowable time	\$500	per incident
Failure to submit reports/deliberately submitting inaccurate reports	\$500	per incident
Failure to clean up spillage (plus cleanup and safe disposal costs) e.g. hydraulic oil	\$500	per incident
Failure to pick up litter in a timely manner	\$500	per incident
Failure to notify the Township in a timely manner if road conditions prevent the Contractor from collecting on any roads/lanes	\$500	per incident

1.4 Private Accounts

Under no circumstances will vehicles used in carrying out the Contract engage in private collections or collections above the standardized level of service. If a vehicle used in carrying out the Contract is found collecting private accounts or making other collections that are not included in this Contract anywhere, the Township will be entitled to liquidated damages of \$10,000.00 on the first occurrence, \$20,000.00 on the second occurrence, and \$50,000.00 on the third occurrence. A fourth occurrence will result in the forfeiture of the Contract.

1.5 Right to Expand or Let Additional Contracts

The work related to the Contract represented by this tender is non-exclusive. The Township reserves the right to expand the scope of this Contract, or undertake to let additional contracts in connection with the work in this RFP. If required, the Contractor will properly coordinate the Contractor's work with that of other Contractors that perform work for the Township.

Where the work of another Contractor or of the Township, acting reasonably, may affect the execution of the work under this Contract, the Contractor will have no claim against the Township for any additional expense incurred in the execution of the Contractor's work.

1.6 Sub-Contract

The Contractor will keep the work under the Contractor's direct control. The Contractor must submit with the RFP a List of Sub-Contractors (Schedule C). After award of the RFP, the Contractor will not be permitted to sublet any portion of the work to any other Sub-Contractor unless approved by the Township. The fact that the Contractor is permitted to sublet any portion of the work as aforesaid will not, however, relieve the Contractor of any responsibility for the proper commencement, execution and completion of the work according to the terms of the Contract, and the Contractor will be fully responsible for the Sub-Contractor's work and acts.

1.7 Permits and Licenses

The Contractor will obtain and pay for all necessary permits, licenses, approvals, etc. required for the execution of the work. The Contractor will give all necessary notice, pay all fees required by law, and comply with all the laws, ordinances, rules and regulations relating to the work, the preservation of public health and safety, and to labour relations.

1.8 General Payment Terms

All payment will be made in Canadian dollars. Payments will be made based on monthly invoices from the Contractor to the Township, which will be based on the units of payments as specified in the Schedule D - Bid Sheet in accordance with Section C.7.

Where there is a question of non-performance by the Contractor of the Work, the Township may withhold payment in whole or in part.

1.9 Collection Payment

The Contractor will invoice the Township on a monthly basis for all garbage charges and or recyclable materials collected that month as measured by the number of households. (Payment shall be based on the unit prices as specified in Schedule D - Bid Sheet.)

1.10 Fuel Cost Adjustment (FCA)

The Township of South Frontenac will make adjustments to the monthly payment owing the contractor to compensate for fluctuations in the price of diesel fuel only, based upon changes to the Ministry of Transportation Fuel Cost Adjustment Index (FCAI). The index will be as calculated by the Ministry of Energy and published monthly in the Ministry of Transportation Contract Bulletin for each calendar month and will reflect the previous month's prices. For FCAI see:

<https://www.raqsb.mto.gov.on.ca/login/raqs.nsf/English/Graphic/viewContractBulletin?OpenForm>

A FCA per litre of diesel fuel will be made each month when the FCAI for the month differs by more than five (5) cents per litre from the FCAI for the month of the RFP closing date as follows:

1. When the FCAI differential is equal to or less than five (5) cents per litre there will be no FCA for that month;
2. When diesel fuel prices rise more than five (5) cents per litre as per the FCAI, the FCA per litre will be the FCAI for the month being invoiced less that of the RFP closing, less five (5) cents, paid with the monthly payment;
3. When diesel fuel prices fall more than five (5) cents per litre as per the FCAI, the FCA per litre will be the FCAI for the month being invoiced less that of the RFP closing, plus five (5) cents, withheld from the monthly payment.

For the purposes of the calculation of the FCA, the contractor must provide with their monthly invoice for payment detailed diesel fuel consumption figures for the previous month. For verification purposes, the contractor will be subject to random fuel consumption and vehicle mileage/route audits conducted at the Township's discretion.

The FCA will be calculated using the following formula:

$$FCA = DCF \times (FCAI (m) - FCAI (rfp) \pm 5) / 100$$

FCA = fuel cost adjustment

DFC = diesel fuel consumption

FCAI (m) = fuel cost adjustment index for the month being invoiced

FCAI (rfp) = fuel cost adjustment index for the month of the RFP closing date

Examples:

FCAI (rfp) = 92.00

DCF = 10,000 litres

(1) if FCAI (m) = 98.50, then $FCA = 10,000 \times (98.50 - 92.00 - 5) / 100 = \150

(2) if FCAI (m) = 85.50, then $FCA = 10,000 \times (85.50 - 92.00 + 5) / 100 = (\$150)$

1.11 Monies Due to Township

In the event that there are any monies payable to the Township by the Contractor under the terms of this Contract or there are any monies payable by the Township to any other person, firm or corporation as a result of any default by the Contractor under this contract, such monies shall be deducted from and retained out of any monies due from the Township to the Contractor or may be recovered from the Contractor or the Contractor's surety pursuant to the performance bond as a debt due to the Township. Any and all amounts payable to the Township shall bear interest at the rate of one percent (1%) per month compounded monthly, after thirty (30) days from the due date.

1.12 Consumer Price Index Adjustment

Unit costs will be adjusted on each subsequent January 1 during the life of the contract. The adjustment will be equal to the percentage change from the previous year of the average annual "Special Aggregates: All-Items Excluding Energy" Consumer Price Index for Ontario as published by Statistics Canada for the preceding year. "NOTE:" pursuant to clause 1.9.2 Fuel Cost Adjustment (FCA) above, any CPI adjustments will specifically **exclude** fuel costs.

1.13 Negotiations During Contract Term

At any time during the term of the Contract, the Contractor will be prepared to negotiate changes to the collection and processing operations that may be required in order to take advantage of new waste management technologies that lead to a superior and more beneficial system. Negotiations for payment to the Contractor for work not specified herein will be based on a comparison of similar work that is specified herein, and as specifically measured by the increase or decrease in process time required, staffing, equipment, etc., each of which will be specifically identified, fully itemized, and justified. If similar comparison is not practical, then the item will be specifically negotiated on the basis of proven and demonstrated incremental expenses. Adjustment to the number of households as approximated in Appendix A will only be made if the contractor is directed to collect from new sections of Township roads that did not exist at the commencement of the contract.

1.14 Remedies

The Township may, but shall not be required to, take steps as deemed necessary to remedy any breach or failure under the Contract by the Contractor, and any costs or expenses incurred by the Township in such actions shall be in an amount due and payable forthwith by the Contractor to the Township.

1.15 Books and Records

The Contractor will maintain and keep sufficiently complete and accurate books, payrolls, accounts and records relating to the performance of the Contract to permit their verification and audit and they will have no claim to payment unless such books, payrolls, accounts and records have been so maintained and kept. A daily log book will also be compiled indicating addresses for which material was placed out late, in excess, not in proper containers, etc. The Contractor will furnish all the time sheets, records, weigh bills, bills of lading and other vouchers, on request by the Township.

1.16 Conduct of Employees

Employees shall be alert, polite and courteous towards the public at all times. The Contractor will employ only orderly, competent and skilful workers. The Contractor will

further ensure that a high standard of service, courtesy and consideration is exhibited in all of their dealings with residents, visitors and the general public, and that they conduct all of their operations, including its administrative functions, with the utmost regard for enhancing public relations; and in recognition of the need to uphold and maintain the positive public image of the Township.

Should any employee give just cause for complaint (of which the Township shall be sole judge) then the Contractor shall take progressive disciplinary measures as necessary up to and including dismissal.

1.17 Identification of Employees

The Contractor's employees who normally and regularly come into direct contact with the public shall bear some means of individual identification such as corporate identification or name badge.

1.18 Labour Action or Disruption Contingency Plan

The Contractor will, within four (4) months of the commencement of the Contract, submit to the Township a Labour Action or Disruption Contingency Plan. The Plan will address alternative methods of fulfilling the Contract in the event of a strike by the Contractor's workers, and will be subject to the approval of the Township.

1.19 Notice to the Public

The contractor will participate, each year of the contract, in the South Frontenac Residential Collection Calendar and/or other promotion and education by:

- Providing collection schedules and information for those communities in which they collect
- Distributing calendars and information from time to time by leaving same in residential blue box
- Make side wall and or rear wall vehicle exterior space available to the Township for mounting advertising and promotion/education materials from time to time.
- If material placed out for collection does not comply with Township specifications, the Contractor is required to issue "Non-compliance" information to the household by leaving or attaching the appropriate information in a conspicuous place on the material, blue box or refuse container that was not collected.

D-2 Collection Specifications

2.1 Scope of Collection

The Contractor will collect all Garbage and/or recyclables from all households, common areas as directed, designated municipal locations, and IC&I establishments as directed on all roads maintained by the Township and on any private roads as designated in Appendix B by the Township including collection of yearly community clean-up program.

2.2 Contractor Responsibilities

In addition to the contractor responsibilities and obligations set out above, the Contractor will be responsible for:

- supply, license, insurance, fuel and maintenance of rolling stock;
- radio communications, including licenses and airtime;
- supplies for the Contractor's staff (e.g. first aid kits, clothing, etc.)
- staff training as required

2.3 Municipal Responsibilities

The Township will be responsible for:

- supply and replacement of blue boxes
- general advertising, promotion and education

2.4 Routing

The contractor will have the ability to determine routes and days of the week in order to maximize collection efficiencies, as long as the routing covers each eligible property. Where possible, the contractor is encouraged to match the recycling collection day to the existing garbage collection day

Changes to existing routes will be advertised by the Township at the beginning of the Contract.

At least 90 days prior to the commencement of the Contract, the Contractor will submit to the Township detailed maps and schedules showing each collection vehicle route. The individual collection routes and collection days will not be changed during the contract without prior written approval of the Township.

2.5 Scheduled Holidays

For the purpose of this Contract, Township recognized holidays will be the following days:

- New Year's Day
- Heritage Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Ontario Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day

In the event of a Scheduled Holiday, there will be no collection service on that day. When the regular collection day falls on a Statutory Holiday, the collection schedule for the remaining days of the week will generally be delayed by one day, with Saturday making up for the missed day. In order to accommodate back-to-back Christmas and Boxing Day holidays, it may be necessary to adjust the work schedule.

The Contractor must provide for Scheduled Holidays following the Municipal schedule.

2.6 Time of Day

Collection from households will not commence before 7:00 am or carry on after 6:00 pm. without the approval of the Township.

2.7 Litter Container Collection

The contractor will be responsible for emptying each of the litter containers located throughout the core commercial areas of each village at a minimum of once per week.

Some of the containers may have a plastic bag placed inside the container, rolled down around the container rim. The contractor will be responsible to supply and replace the plastic bag as required. The Contractor shall advise the Township of litter containers that require maintenance.

The Township may add or delete to the number of litter containers as part of this RFP at no additional cost.

2.7.1 Recycling in Public Spaces

Contractor is to be responsible for collection of recyclables at Public facilities (parks, beaches, arenas etc). Equipment required to lift 90 gallon roll out carts.

2.8 New Collection Areas

The Contractor, upon notification, will assume the responsibility for collection services as soon as any new homes, buildings and subdivisions are ready for service as determined by the Township.

2.9 Returning Containers after Emptying

All Garbage and recycling containers shall be replaced in approximately the same position in which they were located prior to collection, but in no case shall they be replaced on the traveled portion of the road or the pedestrian portion of the sidewalk or driveway obstructing its use. Emptied blue boxes shall be placed upside down in order to help prevent them from being blown by the wind. If non-collectable material is left, then blue boxes shall not be placed upside down with a non-compliance notice left in the box. Care shall be used not to damage the containers during collection and the Contractor shall be responsible for all damage to containers as a result of improper collection operations. Emptied blue boxes shall not impede the path of rural mail carriers or snow removal equipment.

2.9.1 Acceptable Waste

The waste for which the Contractor will provide the services hereunder will be as follows:

Mixed household and solid waste (including trash, refuse and garbage) normally produced by residences, provided that under no circumstances shall accepted materials include waste that is:

- a) liquid, radioactive, reactive, ignitable, corrosive, pathological, acidic or otherwise defined as hazardous or toxic by federal, provincial or local laws; or;
- b) waste materials which require special handling, such as discarded or wrecked automobiles or trucks, rubble from building demolition, yard waste, fence wire, dead animals or manure; ashes, soils or by-products from manufacturing processes; or;
- c) waste materials which are not permitted to be disposed of at the landfill pursuant to applicable federal, provincial or local laws, regulations or orders, or the Provisional Certificate of Authority applicable to the Landfill site.

2.10 Householder Non-Collectable Notification

The Contractor will deliver courtesy notices, supplied by the Township, which will advise residents of reasons why the material remaining in their container has been left behind. The contractor will leave or affix the notice to the container or the non-collectable material that is being left for the resident in a conspicuous location.

2.11 Missed Collection

If the Contractor misses one or more collection properties or part of a collection route they will make every reasonable effort to collect the missed setouts on the same collection day. If this is not possible, the missed Garbage and/or recycling boxes will be collected within 24-hours of being first notified.

2.12 Spillage and Litter

The Contractor is required to clean-up spillage and loose material resulting from the work. The Contractor will not leave or deposit any material on any portion of the street, sidewalk, boulevard, or other private or public property.

2.13 Mechanical or Oil Spills

The Contractor will report promptly to the Ministry of the Environment and the Township spills or discharges of pollutants or contaminants under the control of the Contractor. Such spills or discharges and their adverse affects are defined in the Environmental Protection

Act, R.S.O. 1990 (EPA), as amended and all regulations thereto. The Contractor shall comply with the requirement of the EPA including, all notice requirements and be responsible for clean up and all associated costs.

2.14 Customer Service Line

The Contractor will provide the Township with a 24 hour a day fax number. Calls from residents for information and complaints will initially attempted to be dealt with by Township Staff. As a result of these calls/complaints, a standardized form will be faxed to the Contractor and one kept on file. The Contractor will have 24 hours to resolve the concern/complaint. The Township will then expect to receive a return fax outlining the resolution of the concern/complaint. Failure to do so will result in liquidated damages as defined in 1.4. The Township will deduct any outstanding penalties from payments due the Contractor.

2.15 Vehicle

All equipment used in the execution of the Contract will be mechanically sound and in good working order. Copies of the Ministry of Transportation certificates of inspection for all collection vehicles shall be submitted to the Township on an annual basis. Additionally, the Township reserves the right to demand a mechanical inspection of any vehicle with suspected mechanical defects and the contractor shall deliver the vehicle for inspection within 24 hrs. of receipt of the demand notice. See Appendix A 1.2

2.16 Vehicle Appearance

All vehicles operated by the Contractor must be kept clean and disinfected inside and out so as not to cause any offensive odours. The washing of the vehicles shall be done on a weekly basis with a proper, non-toxic cleaning solution. All vehicles will be properly painted in the Contractor's Company colours.

The Township can request the Contractor to re-paint any or all vehicles during the life of the contract, at the Contractor's expense.

Promotion and educational material such as billboards, posters or artwork provided by the Township must be displayed on vehicles as requested.

2.17 Reports of Claims, Damages and Incidents

All incidents involving residents will be reported to the Township immediately. Copies of all claims and reported damages must be reported to the Township in written form for each occurrence. The Contractor will resolve all claims for damages from residents within thirty (30) days upon receipt of the claim in writing.

2.18 Cooperation with Special Studies

In the event of a special waste composition study, waste audit or pilot project, the Township may suspend all and/or a portion of the work in a defined area. The Township may or may not require the Contractor's workforce and/or the Contractor's equipment to operate the pilot project. At that time, based upon the scope of the study or pilot project, should the Contractor's workforce and/or the Contractor's equipment be required, the basis of payment will be determined by the Township through mutual agreement with the Contractor.

2.19 Advertising, Promotion and Education

The Township will be responsible for general advertising and the design, production and distribution of all promotion and education material than as specified in 1.19.

2.20 Disposal of Garbage

All garbage collected (via curbside and/or transfer station) must be delivered to a Township approved waste disposal site.

2.21 Blue Boxes/Recycling Carts

The Municipality shall maintain a stock of blue boxes and recycling carts (supplied by the Township) which shall be delivered by the contractor upon request to any community receiving curbside service. A 'How To' card or flyer explaining to the recipient the do's and dont's of recycling is also to be provided with the delivered container.

2,22 Private Lanes

Contractor to provide collection on only those private lanes identified in Appendix B. The Township is seeking alternative/proposals from prospective bidders with regard to collecting at lanes where they meet Township roads.

D. FORM OF IRREVOCABLE OFFER

I hereby offer to provide the requirements under RFP No. 2010-001 to the Township of South Frontenac according to the terms set out in this proposal as well as in the RFP including the requirement for and acceptance by a formal contract acceptable to the Township of South Frontenac. I also agree that this irrevocable offer shall be open to acceptance by the Township for a period of one hundred twenty (120) days from the closing date for the receipt of proposals.

WITNESS _____

OR

(Affix Company Seal if applicable)

SIGNED _____

NAME _____

TITLE _____

VENDOR NAME _____

ADDRESS _____

CITY/PROV. _____

POSTAL CODE _____

TELEPHONE _____

FAX NO. _____

Schedule A – Statement of Qualifications

- List below your company's performance record by listing work of a similar character which your company has performed.
- For each example of work, provide the name of the client, address, telephone number of a named contact person, date served and Contract value.
- Provide a tabulation of other work now under Contract to your company, giving the location, type, size and length of Contract for each job.

Schedule B - Description of Operational Plan

- List below any relevant details related to how you propose to carry out the contract that will result from this RFP. Include those aspects that might involve some change from the current garbage and/or recycling system (e.g. changing what area is collected on what days) All recycling collection is subject to requirements of the material processor currently at KARC.
- Describe the vehicles and equipment intended to be utilized for collection and processing including the age, manufacturer and type. Bidders are required to have recycle vehicles capable of lifting standard residential roll out carts.
- Outline the number of routes and collection days of the week proposed for each Area bid on, utilizing the collection area maps.

Schedule C - List of Sub-Contractors

- List below each and every sub-contractor that you will engage in the carrying out of the Work, including their company name, address, telephone number and contact person.

Schedule D - 1 - Bid Sheet – Garbage Only

- Unit prices are to be in Canadian Dollars and shall not include any amounts for the Federal Goods and Services Tax but shall include all other applicable taxes and duties.
- Monthly fuel cost and annual consumer price index adjustments will be made (See Appendix A – Clauses 1.9.2.1 and 1.12)
- All items are for three years, starting September 01, 2010 with an option to extend the contract for an additional two years.

Area BB

- 1. Garbage collection \$ _____/per household
 - 2. Collection of Municipal trash barrels \$ _____/per barrel
- (See Collection Specifications 2.0)

Area CC

- 1. Garbage collection \$ _____/per household
 - 2. Collection of Municipal trash barrels \$ _____/per barrel
- (See Collection Specifications 2.0)

Area DD

- 1. Garbage collection \$ _____/per household
 - 2. Collection of Municipal trash barrels \$ _____/per barrel
- (See Collection Specifications 2.0)

Area BB; CC and DD combined

Garbage Collection \$ _____/per household
Or other combination (please specify on separate sheet)

- There will be no additional compensation for additional households on existing roads but when directed down new roads, there will be additional compensation at unit price.

Schedule D – 1-2 - Bid Sheet – Recycling Only

- Unit prices are to be in Canadian Dollars and shall not include any amounts for the Federal Goods and Services Tax and/or Provincial Harmonized Sales Tax but shall include all other applicable taxes and duties.
- Monthly fuel cost and annual consumer price index adjustments will be made (See Appendix A – Clauses 1.9.2.1 and 1.12)
- All items are for three years, starting September 01, 2010 with an option to extend the contract for an additional two years.

Area AA

1. Recycle collection \$ _____/per household

Area BB

1. Recycle collection \$ _____/per household

Area CC

1. Recycle collection \$ _____/per household

Area DD

1. Recycle collection \$ _____/per household

Area AA; BB; CC and DD combined

1. Recycle collection \$ _____/per household

Initial distribution of blue boxes to residences \$ _____/per household

Or other combination (please specify on separate sheet)

- There will be no additional compensation for additional households on existing roads but when directed down new roads, there will be additional compensation at unit price.

Schedule E - Description and Costs of Alternative Proposals

- The proponent shall use this schedule to outline any potential alternative systems that they think would provide the Township with more cost-effective service. All changes from the primary system outlined in the RFP must be specified in detail.
- All changes to unit costs as a result of this alternative proposal must be clearly specified.
- Any changes that this might have on net costs to the Township, or the level of service offered to residents must also be specified clearly (e.g. provision of second or other collection containers, estimate loss or gain in tonnage, estimate loss or gain in revenues, etc)

Schedule F - Certificates of Insurance

The contractor shall attach copies of certificates of insurance to Schedule F as required in the general terms and conditions and provide yearly updated certificates to the Township.

Appendix A –

ESTIMATED PERMANENT/SEASONAL HOUSEHOLDS/CENTERLINE KILOMETERS

COLLECTION AREA	PERMANENT HOUSEHOLDS	SEASONAL HOUSEHOLDS	TOTAL HOUSEHOLDS	CENTERLINE KILOMETERS
Area *AA*	2,340	388	2,728	220
Area *BB*	840	1,422	2,262	170
Area *CC*	2,456	580	3,036	205
Area *DD*	2,265	357	2,622	180
TOTALS	7,901	2,747	10,648	775

****ALL FIGURES ARE APPROXIMATE**

Please be aware that the household counts (seasonal and permanent) have been determined to the best of current abilities based on municipal tax rolls. If, after the contract commences, the Contractor believes there are significant inaccuracies, then a verification process will be performed and adjustments will be made as deemed appropriate in the sole discretion of the Township.

AREA

DISPOSAL OPTIONS

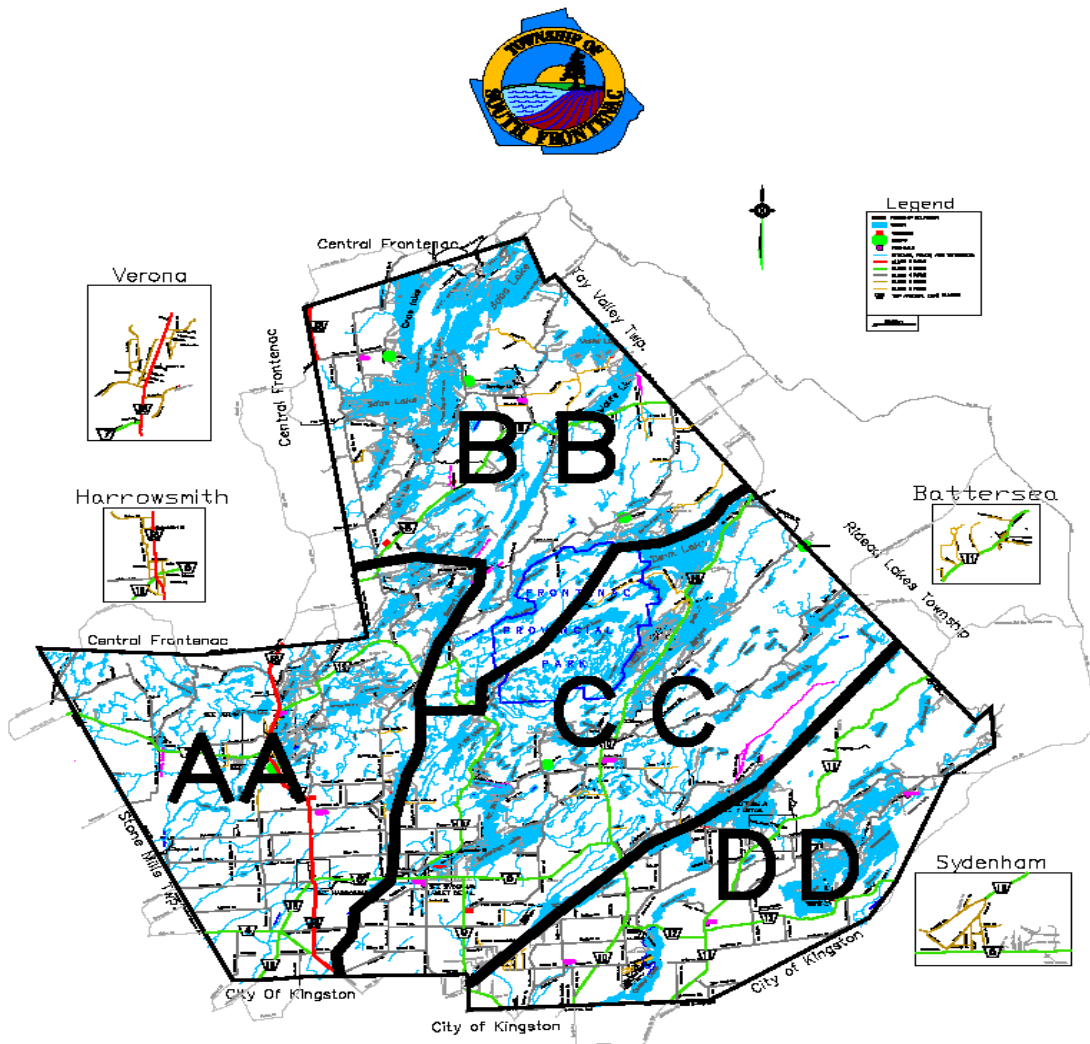
- *AA* Portland WDS
- *BB* Bradshaw/Green Bay/Salem/ Massassauga WDS
- *CC* Loughborough/Massassauga WDS
- *DD* WSI Transfer Station/Loughborough WDS

****or at the discretion of the Public Works Manager**

Appendix B – Exceptions to Township Roads

Area	Year Round	Seasonal
AREA CC		
Garbage & Recycle (private lane) (private lane)	Gould Lake Road Norman Lane Burega Lane Winding Creek Lane	BackBay Lane Koen Lane Cliffside Lane Desert Point Lane Frontenac Park Lane Draper Lake Road
AREA DD		
Recycle Only	Keelerville Road Middle Woodland Drive Fawn Brook Drive Ernie Lane Deer Creek Drive	Sleeth Lane Stair Step Lane Wild Life Lane Battersea Mill St. Red Maple Lane
AREA DD		
Garbage Only	Sleeth Lane Arthurs Court Lane Maple Hill Lane Cedar View Lane Red Maple Lane Stairstep Lane Wildlife Lane Aikins Lane	
AREA DD		
Garbage & Recycle	Alex McLean Lane Cedar Ridges Lane Ramparts Lane Westview Lane Hideaway Lane	

Appendix C- Maps



APPENDIX D – RECYCLE COLLECTION DATA 2007 – 2009

2007

	FIBRES	CONTAINERS	OCC	MIXED	TOTAL
STORRINGTON	174.02	67.30	33.95	49.93	325.20
PORTLAND	160.57	57.67	34.92	35.08	288.24
LOUGHBOROUGH	197.42	64.60	47.99	47.15	357.16
BEDFORD	38.14	19.33	17.51	8.82	83.80
TOTAL	570.15	208.90	134.37	140.98	1054.40

2008

	FIBRES	CONTAINERS	OCC	MIXED	TOTAL
STORRINGTON	165.24	66.05	31.81	42.32	305.42
PORTLAND	153.31	50.24	33.06	27.48	264.09
LOUGHBOROUGH	192.22	61.38	42.30	36.41	332.31
BEDFORD	44.73	18.68	15.62	17.23	96.26
TOTAL	555.50	196.35	122.79	123.44	998.08

2009

	FIBRES	CONTAINERS	OCC	MIXED	TOTAL
STORRINGTON	151.75	63.32	22.20	37.06	274.33
PORTLAND	142.60	53.51	29.10	25.81	251.02
LOUGHBOROUGH	184.08	58.31	41.01	35.24	318.64
BEDFORD	41.31	18.50	16.12	4.01	79.94
TOTAL	519.74	193.64	108.43	102.12	923.93

** figures provided from KARC