



MUNICIPALITY OF GREY HIGHLANDS

REQUEST FOR PROPOSAL (RFP)

Waste and Recyclables Collection

RFP #:

Document Date: 12 August, 2011

Closing Date: 09 September, 2011

Time: 8:30 am

PROPONENT'S SUBMISSION CHECKLIST

Before sealing your RFP Envelope, please check to ensure the following has been done:

1. Have you enclosed the required Bid Deposit? (Section 4.1.2) ☐
2. Have you enclosed the completed Agreement to Bond? (Section 5.2) ☐
3. Have you enclosed the completed Standby Irrevocable Letter of Credit? (Section 5.3) ☐
4. Have you enclosed the completed Statement of Insurability? (Section 4.1.4) ☐
5. Have you enclosed one original of items 1 through 5 and enclosed 2 copies? ☐
6. Have you enclosed Bid Forms 1 – 15? (Section 5) ☐
7. Have you enclosed a copy of your Certificate(s) of Approval? (Section 6.11) ☐
8. Has your price proposal been signed by the proper officers for your firm? (Section 4.1.9) ☐
9. Have you enclosed one original of Bid Form #1 and enclosed 2 copies? (Section 4.2.1) ☐
10. Have you enclosed one original of Bid Form #2 and enclosed 2 copies? (Section 3.20) ☐
11. Have you labelled your RFP Envelope as specified in Section 4.2.1? ☐
12. Are you satisfied that your submission meets all of the conditions of the RFP stipulated here? ☐

The Corporation of The Municipality of Grey Highlands has provided this checklist for the convenience of the Proponents responding to this RFP and provide no guarantees it is complete. This checklist does not relieve a Proponent of their obligation to review the RFP in its' entirety in order to understand fully its submission requirements, and that your submission, in response to the RFP, is complete and meets those requirements.

Table of Contents

	<i>page</i>
1. Introduction & Overview	8
1.1 Purpose for Request for Proposal.....	8
1.2 Structure of the RFP.....	8
1.3 General Statement of Work.....	9
1.4 Contract Term	10
1.5 Commencement Date	10
1.6 Pricing	10
1.7 Payment for Services	10
1.8 Bid Deposit	10
1.9 Contract Performance Security	10
1.10 Insurance.....	11
1.11 Workplace Safety Insurance	11
2. Current & Future Requirements	13
2.1 Solid Waste Management Objectives	13
2.2 Population	13
2.3 Waste Materials Tonnage & Tonnage Projections.....	13
2.4 Recyclable Materials Tonnage & Tonnage Projections	14
2.5 Areas of Collection	14
2.6 The Municipality of Grey Highlands Bag Tag Program.....	15
2.7 Solid Waste Management Objectives	15
2.8 Population	15
2.9 Recyclable Materials Tonnage & Tonnage Projections	16
2.10 List of Recyclable Materials	16
3. Statement of Work (SOW)	18
3.1 General Statement of Work.....	18
3.2 Equipment	18
3.2.1 Supply of Equipment	18
3.2.2 Type of Collection Vehicles.....	18
3.2.3 Maintenance of Equipment	19
3.3 Level of Service.....	20
3.3.1 Collection Service.....	20
3.3.2 Customer Service.....	20
3.3.3 Conduct of Employees	21
3.3.4 Liquidated Damages	21
3.4 Supervision of Operation by Contractor.....	22
3.5 Reporting.....	23
3.6 Work to be performed to the Satisfaction of the Municipality of Grey Highlands Transportation and Environmental Services Staff:.....	24
3.7 Contract Management & Communication	24
3.8 Contractor's Personnel.....	24
3.9 Hours of Collection	25
3.9.1 General Hours of Collection	25

3.9.2	Changes to the Collection Schedule	25
3.10	Holidays and Collection Rescheduling.....	25
3.11	Conditions Affecting Routine Performance	26
3.11.1	Weather Conditions.....	26
3.11.2	Road Construction	26
3.11.3	Strikes & Lockouts.....	26
3.12	Collection Containers & Handling	26
3.12.1	Collection Containers	26
3.12.2	Location of Recyclables for Curbside Collection.....	27
3.12.3	Container Handling	27
3.12.4	Unacceptable Materials for Collection.....	27
3.12.5	Stickers.....	28
3.12.6	Materials.....	28
3.13	Location & Hours of Operation of Designated Receiving Facilities	28
3.14	Advertising and Information on Trucks.....	28
3.15	Promotion & Advertising.....	29
3.16	Areas Addressed by Private & Other Accounts	30
3.17	Private & Un-assumed Roads.....	30
3.18	New Curbside Collection Areas	30
3.19	Spills.....	30
3.20	Waste Audit	31
4.	Instructions to Proponents & Proposal Evaluation Process	33
4.1	General Instructions	33
4.1.1	Date and Place for Receiving Proposals	33
4.1.2	Bid Deposit	33
4.1.3	Contract Performance Security	34
4.1.4	Insurance.....	34
4.1.5	Workplace Safety Insurance	34
4.1.6	Proponent's Obligation to Examine.....	35
4.1.7	Designated Official	35
4.1.8	Term of Contract	36
4.1.9	Price Proposal.....	36
4.1.10	Errors & Omissions	36
4.1.11	Arithmetic Errors.....	37
4.1.12	Taxes.....	37
4.1.13	Invoicing	37
4.1.14	Withdrawal of RFP Prior to Closing Date.....	37
4.1.15	Conflict of Interest	38
4.1.16	Proposals as Binding Offers.....	38
4.1.17	Privilege Clause	38
4.1.18	Confidentiality	39
4.1.19	Costs to be Included	39
4.1.20	Proponent Responsibilities.....	39
4.1.21	Harmonized Sales Tax.....	39
4.1.22	No Lobbying	39
4.1.23	Timeline	40
4.1.24	Requirements at Time of Contract Execution	40
4.1.25	Requirements Prior to Start of Work	40

4.2	Proposal Submission Requirements & Proposal Evaluation Process	41
4.2.1	Proposal Submission Requirements	41
4.2.2	Envelope Submittals – Declarations & Securities & Technical Proposal.....	41
4.2.3	Description of Technical Proposal Submittals.....	42
4.2.4	Proposal Evaluation Process	46
4.2.4.1	Declarations, Securities & Technical Proposal Evaluation Criteria & Scoring	46
4.2.4.2	Basis for Award	48
4.2.4.3	Proposal Examination & Clarification.....	48
5.	Bid Forms	51
5.1	Statutory Declaration.....	52
5.2	Agreement to Bond	54
5.3	Agreement to Provide Irrevocable Standby Letter of Credit	55
5.4	Statement of Insurability.....	56
5.5	Addendum/Addenda Acknowledgement.....	57
5.6	Bid Form #1: Company Profile	58
5.7	Bid Form #2: Experience.....	60
5.8	Bid Form #3: References	64
5.9	Bid Form #4: Certificates of Approval	66
5.10	Bid Form #5 – Organizational Plan	67
5.11	Bid Form # 6: Health and Safety Plan.....	70
5.12	Bid Form # 7: Facilities.....	71
5.13	Bid Form #8 Vehicles and Equipment.....	74
5.15	Bid Form # 9: Private and Unmaintained Roads Plan	76
5.16	Bid Form #10: Operating Plan.....	78
5.17	Bid Form #11: Promotion and Education Plan	84
5.18	Bid Form #12: Communication & Complaints Management Plan.....	85
5.19	Bid Form #13: Business Interruption/Contingency Plan	90
5.20	Bid Form #14: Other Submission Requirements (Environmental) – Recyclable Materials Collection Plan	91
5.21	Bid Form #15: Exceptions	92
5.22	BID FORM #1: PRICE PROPOSAL FORM	93
5.23	PRICE PROPOSAL FORM #1:.....	96
5.24	PRICE PROPOSAL FORM #2.....	98
6.	General Conditions.....	101
6.1	Contract Definitions	101
6.1.1	Definitions.....	101
	GENERAL CONDITIONS	105
6.1	Errors by Contractor	105
6.2	Absence of the Municipality of Grey Highlands Delegate	105
6.5	Fire, Loss or Damage.....	105
6.6	Changes to the Work.....	105
6.7	Support & Cooperation	106
6.8	Contact Management Meetings	106
6.9	Private Property.....	106
6.10	Auditing of the Work.....	106
6.11	Certificates of Approval	106

6.12 Labour	106
6.13 Contingency Plan	106
6.14 Delays	107
6.15 Representations & Warranties of the Contractor	107
6.16 Representations & Warranties of the Municipality of Grey Highlands	107
6.17 Safety Requirements	108
6.17 Payment	108
6.18 Right to Retain Money	109
6.19 Monies due the Municipality	109
6. 20 Fuel Price Adjustments	109
6.21 Insurance.....	109
6.22 Liquidated Damages	110
6.23 Contract Documents and Order of Precedence	110
6.24 Compliance with Applicable Laws & Statutes	110
6.25 Commencement & Completion	110
6.26 Indemnification & Hold Harmless Provisions	111
6.27 Notice	111
6.28 Permits & Licenses.....	112
6.29 Governing Law	112
6.30 Bribery	112
6.31 Liens.....	112
6.32 Dispute Resolution	112
6.33 Termination of the Agreement.....	113
6.34 Remedies	114
6.35 Force Majeure	114
6.36 Servicing of Private Accounts	115
6.37 Severability	115
6.38 Quantities & Measurements of Quantities	115
6.39 Books, Payrolls, Accounts, and Records	115
6.40 Invoice Requirements.....	116
6.41 Assignment.....	116
6.42 Enurement.....	116
6.43 Amendment.....	116
6.44 Waiver	116
7. Supplemental RFP Documentation.....	116
Schedule 'A'	117
Schedule 'B'	123

Section 1

Introduction / Overview

1. Introduction & Overview

1.1 Purpose for Request for Proposal

The Corporation of The Municipality of Grey Highlands (hereafter referred to as the “Municipality” or “The Municipality of Grey Highlands”) is requesting Proposals from qualified firms for the provision of Waste and Recycling curbside collection services.

RFP submissions must be from firms or companies that are qualified Contractors as set out in this RFP. The Proponent must be capable of entering into a Contract for the term identified in this RFP and for the provision of complete services required and as set out in this RFP.

1.2 Structure of the RFP

Section 1 – Introduction/Overview provides the Proponent with a general overview of the scope of work, commercial/contractual terms and conditions.

Section 2 – Background (Current and Future Requirements) provides an overview of the Municipalities current curbside recycling program and discusses how the program may change/evolve during the term of the Contract.

Section 3 – Scope of Work sets out the requirements/specifications for the Work required to be undertaken under the Contract.

Section 4 – Instructions to Proponents and Proposal Evaluation Process presents RFP submission requirements, and the Proposal evaluation process and criteria.

Section 5 – Bid Forms for each of the three submission envelopes:

Mandatory Financial & Insurance Bid Forms:

- Statutory Declaration
- Agreement to Bond
- Agreement to Provide Irrevocable Standby Letter of Credit
- Statement of Insurability
- Addenda Acknowledge

Technical Bid Forms:

1. Completed Bid Form #1: Company Capabilities and Credentials - Company Profile (with attachments)
2. Completed Bid Form #2: Company Capabilities and Credentials - Experience
3. Completed Bid Form #3: Company Capabilities and Credentials - References
4. Completed Bid Form #4: Company Capabilities and Credentials - Certificates of Approval (with attachments)
5. Completed Bid Form #5: Human Resources Requirements-Organizational Plan

6. Completed Bid Form #6: Human Resources Requirements - Health & Safety Plan (with attachments)
7. Completed Bid Form # 7: Facilities Requirements – Facilities (with attachments)
8. Completed Bid Form #8: Equipment Requirements - Vehicles and Equipment (with attachments)
9. Completed Bid Form # 9: Operational Requirements – Private & Unmaintained Roads Plan
10. Completed Bid Form #10: Implementation/Operational Requirements - Operating Plan
11. Completed Bid Form #11: Communication– Promotion & Education Plan
12. Completed Bid Form #12: Communication Plan – Communication & Complaints Management Plan
13. Completed Bid Form #13: Contingency Plan - Business Interruption/Contingency Plan
14. Completed Bid Form #14: Other Submission Requirements (Environmental) – Recyclable Materials Collection Plan
15. Completed Bid Form #15: Other Submission Requirements - Exceptions

NOTE: Bid Form # 14 will not be required from those proponents who submit and RFP exclusively for Curbside Waste Collection only.

Pricing Bid Forms: Price Proposal

- Price Proposal Bid Form
- Waste Audit Bid Form

Section 6 – General Conditions provide General Conditions of the RFP, Contract and Conditions related to the service and performance expectations of the Work.

Section 7 – Supplemental Supporting Scenarios

Schedule A Background & Detailed Information for Geographic Areas Collection Schedule

Schedule B Waste Disposal Sites

It is the Proponent's obligation to read this RFP document, including the Schedule of Attachments, in its entirety, to fully understand the Scope of Work required under this Contract.

1.3 General Statement of Work

Services to be contracted are for the weekly collection, on specified days, of all collectable Waste and Recyclables Materials from approved containers from all eligible locations in the *Municipality of Grey Highlands*, as specified. Additionally for those proponents of the recyclable collection, or the garbage and recyclable collection services, collection shall include the recyclable collection bins at the three Municipal Waste Disposal Sites.

Waste Materials will be delivered to *The Municipality of Grey Highland's* waste disposal sites (Schedule B). Recyclable Materials will be delivered to the Contractors own facilities. The Contractor shall perform single-stream recyclables collection. Recyclable materials brought into the Waste Disposal Sites will be stored and collected by the recyclable collection proponent.

All Waste and/or Recyclable Materials specified are to be collected from all serviced units, including single family households, multi-residential households with less then five units, and businesses within the Municipality of Grey Highlands, which adhere to the Waste Collection and Mandatory Recycling By-Law, 2011-60.

1.4 Contract Term

The Contract Term will be three years with an option for a one year Term Extension at the sole discretion of the *Corporation of the Municipality of Grey Highlands*.

1.5 Commencement Date

The Commencement Date of the Contract is December 1, 2011.

1.6 Pricing

Proponents are invited to submit bid prices for curbside waste collection, curbside recyclables collection, or curbside waste and recyclable collection. Additionally, proponents are invited to submit separate bid prices for a waste audit to be completed within the lifetime of the contract.

1.7 Payment for Services

The Municipality of Grey Highlands shall pay the Contractor for curbside collection each calendar month at the Bid Price.

Prices will be subject to fuel adjustment as specified in General Condition 6.21.

1.8 Bid Deposit

A Bid Deposit of \$150,000 is required with the submission of the RFP.

The Bid Deposit, in favour of The Municipality of Grey Highlands may be in the form of a Cheque certified by the Bank upon which it is drawn, a Money Order, an Irrevocable Bank Letter of Credit made payable to The Corporation of The Municipality of Grey Highlands (see Section 5.3 for form) or a Bid Bond from a Surety Company, authorized by law to carry on business in the Province of Ontario and approved by the *Municipality of Grey Highlands*.

1.9 Contract Performance Security

A Contract Performance Security will be required from the successful Proponent prior to execution of the Agreement. Such Performance Security will be in the form of 5 % of the total cost, in the form of Cash, a Cheque certified by the Bank upon which it is drawn, a Money Order, an Irrevocable Standby Letter of Credit (on

The Municipality of Grey Highlands Form, see Section 5.3) AND a Performance Bond (on Agreement To Bond form, see Section 5.3) in the amount of 5 % of the annual cost of the Contract

1.10 Insurance

The Proponent will be required to submit a Statement of Insurability with the Bid (Section 5.4) and the successful Proponent will be required to carry, maintain in force and pay, during the term of this Contract, the following insurance: Comprehensive General Liability Insurance, Standard and Non-Owned Automobile Liability Insurance, and Environmental Liability Insurance with limits of not less than \$ 5,000,000.00 and Contractor's Equipment Insurance.

1.11 Workplace Safety Insurance

The successful Proponent must obtain and submit to The Municipality of Grey Highlands prior to the signing of the Agreement, a Certificate of Clearance form the Workplace Safety and Insurance Board (WSIB).

Section 2

Current & Future Requirements

2. Current & Future Requirements

2.1 Solid Waste Management Objectives

In The Municipality of Grey Highlands approximately 37.66 % of all waste material is diverted from landfill. The Municipality of Grey Highlands has identified a number of initiatives that will assist The Municipality of Grey Highlands in maximizing diversion and achieve a diversion goal of 45 % by 2015. It is the goal of The Municipality of Grey Highlands to implement changes to the current collection program through this RFP to achieve and potentially exceed the 45 % diversion goal.

Possibly in the future the Municipality of Grey Highlands Council may consider implementing a weekly Recycling Program. The Municipality has entered into agreements with Ontario Tire Stewardship and Ontario Electronic Stewardship and currently investigating the possibility of Styrofoam recycling at our Waste Disposal Sites. The Municipality of Grey Highlands will work with the Contractor selected for this service to support the diversion targets identified in the Waste Collection and Mandatory Recycling By-Law and will encourage to implement other recycling initiatives.

2.2 Population

As of 2010 Municipality of Grey Highland's population was 9,480, with a total household number of 5,254.

Growth Rate Projections for The Municipality of Grey Highlands as of January 1, 2005 (Statistics Canada) are as follows):

Year	2010	2015	2020	2025
Population	9,480	9,594	9,709	9,826

Using the data presented in the table above, there is a 1.2 % projected increase in population in The Municipality of Grey Highlands each year between the years of 2011 and 2025.

2.3 Estimated Waste Materials Tonnage & Tonnage Projections

Waste Materials Collection Curbside	
Year	2010
Tonnage Collected Weekly	21.11 tonnes
Pounds Collected Weekly	46,551.45 lb
Tonnes Per person/year	0.11 tonnes per person
Pounds Per person/year	252.31 lb per person
Cubic metres per person/ year	0.09 cubic metres per person
Annual Tonnage	1,098 tonnes
Annual Pounds Collected	2,420,675 lb

2.4 Recyclable Materials Tonnage & Tonnage Projections

Blue box material	Total Metric Tonne 2010
Total Fibre	122.43
Total Comingle	28.53
Total Metal	-
Total Single Stream	636.17
Total Materials	787.13

Recyclables Materials Collection Curbside Service Summary	
Curbside- Comingle	9
Curbside- Paper	13.33
Curbside- Metal	-
Curbside- Single Stream	528.72
Depot- Commercial OCC	90.19
Depot- Commercial Comingle	-
Depot- Commercial Paper	2.34
Depot- Industrial OCC	-
Depot- Industrial Comingle	19.53
Depot- Industrial Paper	16.58
Depot- Single Stream	107.45
Total Recycling Tonnage	787.13

2.5 Areas of Collection

The Municipality of Grey Highlands is responsible for the curbside collection of Waste and Recyclable Materials throughout Municipality.

Waste collection is provided on a weekly basis in rural and urban areas in the Municipality. Single-stream recyclables are collected on a bi-weekly basis, in rural and urban areas, on the same day as waste collection. Refer to Schedule 'A' of Attachments for current collection routes and maps. However, a new schedule for waste and recyclables collection may be proposed by a contractor within the limits of this RFP in order to maximize the efficiency of collection operations. (Section 5.16, Bid Form # 10).

Curbside collection of waste and recyclable materials is available to all Residential Households, Multi-Unit Dwellings, Apartment Buildings, Industrial/Commercial/institutional and Small Commercial Establishments within The Municipality of Grey Highlands. All serviced units must not exceed the limit of three bags per household. Additionally all Industrial/Commercial/institutional and Small Commercial Establishments will be provided with regular curbside Waste and Recyclable Collection Services, however, should a commercial premise exceed the collection limit for curbside collection, they will be required to provide their own collection bin and to arrange for the disposal of said bin. Any Multi-Unit Dwelling and/or Apartment Building that contains more than five units will not qualify for curbside collection and will thus not be collected under this contract. Unmaintained and Private Roads specified in Bid Form # 9: *Roads, Private and Unmaintained Roads Plan* are eligible for waste and recycling collection, should the contractor deem that are situated on routes that are accessible and safe for

collection by the contractor. Contractors must provide a list of all the private and unmaintained roads stipulated by this RFP that they will be willing to collect in Bid Form #9.

Collection of recyclable materials will also include delivery and weekly pick-up of the recyclable collection bins at each Municipal Waste Disposal Site; the Artemesia, Markdale and Osprey (for locations please see attachment Schedule 'B'). The Contractor shall provide the appropriate number of bins to accommodate recyclable materials collected at waste disposal sites. The number and size of bins at each waste disposal site shall be subject to Municipal approval.

2.6 The Municipality of Grey Highlands Bag Tag Program

The Municipality of Grey Highlands uses a bag tag program for their curbside waste collection. Residents are allowed to set out one untagged bag per household per waste collection day. If they chose to set out more than one bag (up to a limit of three bags total) the additional bags must have a Municipal bag tag attached to them. These bag tags are on sale at the Municipal office for two dollars each tag. For recycling collection there is no user pay or bag tag program in place. There is currently no limit to the number of recyclable containers a resident can set out per collection day.

A Waste and/or Recycling contractor would be required to collect a maximum of three waste bags per serviced unit and additionally all recycling materials set out for collection.

2.7 Solid Waste Management Objectives

In 2010 **The Municipality of Grey Highlands diverted** approximately 37.66% of all waste material from its landfill. In March 2010, The Municipality of Grey Highlands Council received the Municipality's Long Term Waste Management Plan produced by Genivar. The plan identifies a number of initiatives that will assist The Municipality of Grey Highlands in maximizing diversion and achieving a diversion goal of 45 % by 2015. It is the goal of The Municipality of Grey Highlands to implement changes to the current collection program through this RFP to achieve and potentially exceed the 45 % diversion goal.

2.8 Population

As of 2010 The Municipality of Grey Highlands' population was 9,480 people with a total household number of 5,142.

Growth Rate Projections for The Municipality of Grey Highlands as of January 01, 2011 (Statistics Canada) are as follows:

Year	2010	2015	2020	2025
Population	9,480	9,594	9,709	9,826

Calculated from the above table, there is a 1.2 % projected increase in population in The Municipality of Grey Highlands each year between the years of 2005 and 2025.

2.9 Waste & Recyclable Materials Tonnage & Tonnage Projections

The estimated quantity of Recyclable Materials to be delivered is detailed in Section 2.4 of this RFP. These estimated quantities are based on extrapolations from historical data up to 2010 and are provided to give Proponents an indication of the general magnitude of the Work.

The estimated quantity of Waste Materials to be delivered is detailed in Section 2.3 of this RFP. These estimated quantities are based on extrapolations from historical data up to 2010 and are provided to give Proponents an indication of the general magnitude of the Work.

The Municipality of Grey Highlands estimates, but does not expressly or by implication represent, that the composition of the Received Material will correspond to the Section 2.3 & 2.4. Reasonable variations in the mix of Received Material requiring processing will be the responsibility of the Contractor. In the event that significant changes occur in the mix, adjustments to the Contract will be considered.

2.10 List of Recyclable Materials to be Collected

The following items shall be picked by the Recyclable Collection Contractor. The Contractor shall collect *single-stream* recyclables. The Municipality would like to receive with this RFP any proposed additional items for recyclables collection. These proposed items may be included in Bid Form #14. List of materials that will be collected by the recyclable contractor shall include the following:

Fibres Include:

Newsprint & Paper

- Newspapers, flyers
- Bond, white and coloured
- Books (removed hardcover), Paperback books
- Computer paper
- Envelopes
- Glossy paper
- Junk mail
- Magazines and catalogues
- Writing paper
- Fine paper
- Shredded paper
- Inserts
- Phone books

Corrugated Cardboard

- Clean, unwaxed, flattened and bundled, no larger than 60 X 60 X 30 cm (2' X 2' X 1')

Other Paper

- Paper egg cartons
- Paper toilet and towel rolls
- White and brown paper bags
- Boxboard
- Tissues

Containers & Others Include:

Aluminum Containers

- Pop, beer, juice pie plates & trays

Plastic Bottles and Containers

- PET #1 pop, water, liquor bottles, etc.
- HDPE #2 laundry detergent, bleach, fabric softener, dish liquid, hand soap, containers, etc.
- Tubs and lids, #4, #5, #6, #7 yogurt, margarine, ice cream containers, etc.
- Clean plastic bags

Ferrous Containers

- Juice, food, dog/cat food, tuna containers

LDPE

- Recyclable bags used for curbside collection

Glass:

- Liquor bottles, wine bottles, glass bottles and jars, etc.
- Aluminum foil & foil wrap
- Tetra boxes

Section 3

Scope of Work (SoW)

3. Statement of Work (SOW)

3.1 General Statement of Work

The Contractor shall provide the weekly and/or bi-weekly collection, on specified days, of all collectable waste and recyclable Materials from all eligible locations in the Municipality of Grey Highlands, as specified.

All Work is to be carried out in accordance with all terms of the RFP documents, including the Statement of Work, Information to Proponents, General Conditions, Schedule of Attachments, Addenda/Addendum, the executed Agreement and other documentation of the Contract. The Contractor shall perform such services as required, but not limited to, all the services described herein, to provide a complete collection system and shall provide, at its own expense, all and every kind of labour, vehicles, tools, equipment, articles and things necessary for the due execution of the Work set out or referred to herein, and shall not be entitled to receive any remuneration from The Municipality of Grey Highlands other than that provided in the Bid Price submitted.

3.2 Equipment

3.2.1 Supply of Equipment

The Contractor shall be fully responsible for determining the appropriate quantity and types of vehicles required to perform 100% of the day's collection within the time period prescribed by the collection schedule. The Contractor shall supply the necessary amount of equipment and staff to collect, transport, and deliver for processing of Recyclable Materials placed out for curb side collection in accordance with this RFP.

All vehicles used in accordance with this Contract by the Contractor must meet Ministry of Labour and/or Ministry of Transportation safety standards, specifically the Ontario Safety Standards Certificate (SCC).

All collection vehicles must be equipped with a two-way communication system (e.g. two-way radios or cell phones) for communication with the Contractor's operations/administration facility(s).

The Contractor will be required to supply additional Equipment, if necessary, to adequately collect any increased tonnages that may result from seasonal fluctuations, added Recyclable Materials, additional Residential Households, Multi-Unit Dwellings, Apartment Buildings, Industrial/Commercial/institutional, Small Commercial Establishments within the Municipality of Grey Highlands.

The Contractor shall not cause or permit vehicles to be loaded beyond the legal limit as specified in the Highway Traffic Act, whether such vehicles are registered in the name of the Contractor or otherwise. Where in the opinion of the Municipality of Grey Highlands, Equipment used by the Contractor is causing or is likely to cause damage to any private or public roadway; the Municipality of Grey Highlands may direct the Contractor at its own expense to make changes in or substitutions for such Equipment or to use alternate routes for hauls. The Contractor will be responsible for the consequences of the overload of its vehicles.

3.2.2 Type of Collection Vehicles

The Contractor shall supply new vehicles when possible at the commencement of the Contract term for the duration of this Contract. The Contractor may provide service with used vehicles so long as these vehicles are

less than ten years old unless approval is given in writing by the Municipality to operate vehicle(s) older than ten years, good repair, meet all safety regulations within the province of Ontario, and will be capable of providing safe reliable service for collection. All information regarding vehicles to be used to carry out the contract must be completed in Bid Form # 8.

All vehicles supplied under the Contract shall meet the provisions of the *Canada Motor Vehicle Safety Act* and the Regulations made hereunder, be licensed by the MTO and meet all applicable safety regulations.

All Equipment shall be equipped with all mandated and/or legislated safety equipment. All collection vehicles shall be equipped with a revolving yellow caution light mounted on the rear of the vehicle and a back up warning device (at a minimum). The Contractor shall continually maintain and update the collection Equipment to meet the required safety standards throughout the life of this Contract.

Vehicles shall be properly constructed and maintained to eliminate the depositing of waste or liquids onto the streets during the performance of the Work, and in the case of co-collection vehicles, avoid mixing wastes and the Recyclable Materials. If Contractor is including both waste and recycling collection in their RFP and will be using co-collection vehicles to provide collection, the vehicles must have a sufficient number of dividers to separate materials during collection and unloading.

It is the Contractor's responsibility to immediately clean up any debris or liquid which falls from the vehicle onto the street during collection. This includes waste, broken glass particles, or vehicle fluids, and may require that the street or property be washed, flushed or otherwise restored to the satisfaction of The Municipality of Grey Highlands Transportation and Environmental Services Staff and as applicable in accordance with Section 3.19 "Spills". Each vehicle shall carry hand tools (brush and shovels) to facilitate the sweeping up of any waste which may be spilled.

3.2.3 Maintenance of Equipment

Vehicles must be maintained in an exemplary fashion, including being cleaned and washed on a regular basis. The Contractor will be responsible for maintenance, repairs, and all operating costs of the equipment supplied, including fuel, licensing, insurance, washing and storage. The Contractor shall produce certificates of inspection by authorized Inspectors of the Ministry of Transportation for all used vehicles the start of the Contract and throughout the Contract upon being requested to do so, the inspection being made forthwith upon request by The Municipality of Grey Highlands Director of Transportation and Environmental Services. All expenses incurred to perform these inspections and/or meet the requirements of these inspections, shall be borne by the Contractor.

All Equipment used in the execution of the Contract shall be mechanically sound. Where, in the opinion of the Municipality of Grey Highlands Director of Transportation and Environmental Services, conditions are not suitable or safe for the use of certain equipment or vehicles, the Contractor shall, upon Notice by The Municipality of Grey Highlands, 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. At the expense of the Contractor, the name and telephone number of the Contractor must be visibly displayed on all vehicles.

At the expense of the Contractor, the name and telephone number of the contractor must be visibly displayed on all vehicles and each vehicle must be numbered in such a manner so that the Municipality of Grey Highlands Landfill attendants can easily identify the vehicle.

Any Equipment and machinery used in conducting the Work required by the Contract shall be subject to the approval of The Municipality of Grey Highlands, but approval or failure to approve same shall not relieve the Contractor from responsibility for the proper performance of the Contract, or liability under same.

3.3 Level of Service

3.3.1 Collection Service

The Contractor is required to complete 100% of each day's collection. The Supervisor shall ensure, to the best of his/her ability, that all work has been completed by the end of each working day. This includes ensuring that each personal waste disposal box (set out by some residents as a permanent animal proof container) is checked for waste and/or recyclables materials for collection on each collection day. The Contractor shall be deemed to have failed to complete 100% of a day's collection if the Contractor misses any, or all, of a designated collection route and does not return to rectify the situation on the day such was missed.

The Contractor shall remedy any breach of the Contract on the day it occurs, taking into consideration weather conditions and timing constraints. If the breach is not realized until the next day, the Contractor must remedy the breach immediately that day.

Where the Contractor has deemed to have failed to complete 100% of the same day's collection, the Contractor must notify the Municipality of Grey Highland's Transportation and Environmental Services Department immediately after this realization has been determined, and must also indicate how and when the situation will be rectified.

Should collection be missed due to road conditions (due to weather related or safety concerns) a digital photo with the time and date depicting the road conditions must be taken and provided to the Municipality.

The Contractor shall not be deemed to have failed to complete 100% of the day's collection by reason of the following:

- (a) The Municipality of Grey Highlands has directed the Contractor to miss any, or all, of a designated collection route;
- (b) The Municipality of Grey Highlands has determined that the Contractor missed any, or all, of a designated collection route for rare and clearly exceptional reasons beyond the Contractor's control.

3.3.2 Customer Service

The contractor will provide the Municipality with a complaint & inquiry line (phone number) for residents to use during business hours to report missed collection, log a complaint with the contractor or make an inquiry about the waste and/or recyclable collection program. This will be in operation from 8:30 am to 4:30 pm. The Contractor will then keep a standardized record of complaints and calls and keep them on file. The Contractor will have 24 hours to resolve the concern/complaint. The contractor must provide the Municipality with a copy of the complaint records every week. This record will be in the form of a *Complaint & Inquiry log*, which the proponent will provide a template of in Bid Form # 12. The Municipality will be available for resident complaints and/or inquires after they have spoken with the contractor should the residents choose to contact the Municipality.

The Contractor will also provide the Municipality with a line (phone number) for municipal staff to use, to be operational during regular business hours for complaints, inquiries, and instructions from municipality.

The Waste and/or Recyclable collection contractor will provide the Municipality with a daily log of all refused waste and/or recyclable materials that include the location of waste, reason for refusal and number of bags/boxes refused. This must be provided to the Municipality at the end of each week, however daily logs would be preferred if possible. The proponent must provide a template for this *Refused Waste and/or Recyclables log* in Bid Form # 12. Additionally the Contractor will affix a refusal sticker to each bag and/or box refused, as required by the Municipalities Waste Collection and Mandatory Recycling By-law 2011-60. These refusal stickers will be provided by the contractor and will indicate the reason for refusal. (See Section 3.12.5)

The contractor will be responsible for any damage done to resident's property as a result of collection. This includes damage done to waste containers (blue boxes, garbage cans), residential property, flower beds, etc. Residents will log damage claims with the Contractor who must respond to them in a timely manner. The contractor must keep a standardized record of all damage claims, and provide the Municipality with a copy of any damage claims in the Municipality. The proponent must provide a template of this *Damage Claim Form* to the Municipality in Bid Form #12.

If there are any outstanding, unresolved damage claims and/or resident inquires that have not been resolved after one month the Contractor must provide the municipality with an *Unresolved complaint/Inquiry form*. The Contractor must provide the Municipality with the initial damage claim, including a record of all communication between the contractor and person lodging the complaint and a record of any action taken and any plans for future action. The proponent must provide a template of the *unresolved complaint/Inquiry form* in Bid Form #12.

3.3.3 Conduct of Employees

Employees shall be polite, alert 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, municipal staff, and the general public, and that they conduct all of their operations, including 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 Municipality.

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

3.3.4 Liquidated Damages

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

Incident	Amount	Unit
Late Collection after time specified	\$ 500	Per incident
Failure to respond to resident complaint as directed	\$ 500	Per incident

by Municipality		
Not completing 100% of daily collection route	\$ 500	Per incident
Failure to return for missed collection as directed by Municipality	\$ 500	Per incident
Improperly replaced containers	\$ 500	Per incident
Contractor's staff scavenging recyclable materials	\$ 500	Per incident
Failure to resolve damage claim to residents property within allowable time	\$ 500	Per incident
Failure to clean up spillage (plus cleanup and safe disposal costs) e.g. vehicle fluid	\$ 500	Per incident
Failure to pick up litter in a timely manner	\$ 500	Per incident
Collection of waste or recyclables in Unmaintained areas	\$ 500	Per incident
Failure to submit reports within the necessary timelines/deliberately submitting inaccurate reports	\$ 500	Per incident
Collection of waste not packaged according to Municipal Collection By-Law	\$ 500	Per incident
Excessive contamination of blue box recyclable loads	\$ 500	Per incident
Failure to notify Municipality in a timely manner if road conditions prevent the contractor from collecting on any roads / lanes	\$ 500	Per incident
Discourteous or inappropriate behaviour by any staff member	\$ 500	Per incident
Loads found to not be in compliance with this Contract	\$ 1000	Per incident
Collection of private accounts while performing Municipal Work	\$ 2000	Per incident

3.4 Supervision of Operation by Contractor

The Contractor shall have on duty a qualified person in the position of Supervisor available to collect missed Recyclable Materials which have not been picked up by the Contractor and which, in the opinion of the Municipality of Grey Highlands Transportation and Environmental Services Staff, are the responsibility of the Contractor.

The Supervisor shall be available to the Municipality of Grey Highlands and dedicated to the Performance of this Contract and be available on all days when collection is occurring, during regular collection hours.

The Supervisor shall be responsible for the direct supervision of collection vehicle operators, the successful completion of all daily collection routes, and ensuring that the terms of the Contract is adhered to.

The Contractor shall provide the Municipality of Grey Highlands with the name of the Supervisor contact and a telephone number where this person may be reached during regular business hours and in emergency situations which may occur outside of regular business hours. The Municipality of Grey Highlands will also provide the reciprocal information.

The Contractor shall provide a telephone number where staff can be reached during regular business hours, Monday to Friday, in order to receive complaints, inquiries, and instructions from the Municipality of Grey Highlands. Additionally the Contractor shall provide a telephone number where staff can be reached between the hours of 8:30 and 4:30 pm, in order to receive complaints and/or inquiries from the municipal residents.

The Contractor shall be responsible to maintain this specific telephone line for the duration of the Contract and have it answered by competent, conscientious, courteous employees who would be in a position of authority to respond to the Municipality of Grey Highlands and municipal residents concerns in a timely fashion.

3.5 Reporting

All weigh bills (originals or legible photocopies) generated as a result of work performed under this Contract shall be submitted to the Municipality of Grey Highlands at the end of each month, attached to invoice, unless otherwise requested.

The Contractor is required to provide the Municipality with a daily log of all refused waste and/or recyclable materials that include the location of waste, reason for refusal and number of bags/ boxes refused. This must be provided to the Municipality at the end of each week, however daily logs would be preferred if possible. The proponent must provide a template for this *Refused Waste and/or Recyclables log* in Bid Form # 12

The Contractor is required to keep a daily log of the number of stops for waste and/or recyclable collection by route. A template of this log is to be provided by the Contractor no later than thirty (30) days prior to the start of Work to the Municipality of Grey Highlands for its approval. This log is to be submitted to the Municipality of Grey Highlands Transportation and Environmental Services Staff at the end of each week, unless otherwise requested. The *Collection Log* must include the number of stops made, number of bags/containers collected per stop and any refused waste/and or recyclables. An initial template for this *Collection Log* must be provided by the Proponent in Bid Form # 12.

The Contractor will keep a standardized record of complaints and calls and keep them on file. The Contractor will have 24 hours to respond to the concern/complaint. This log of all complaints and inquiries shall be kept by the Contractor, in the form of a *Complaint & Inquiry Log* and submitted to the Municipality of Grey Highlands Transportation and Environmental services Staff at the end of each week, unless otherwise requested. A template of this log is to be provided by the Contractor to the Municipality of Grey Highlands for its approval no later than fifteen (15) days prior to the start of Work. The proponent will provide an initial template of *Complaint & Inquiry log* in Bid Form # 12.

The Contractor is required to report any incidents, accidents, spills, vehicle collisions, or other such occurrences to the Municipality of Grey Highlands Transportation and Environmental Services Staff immediately.

All incidents involving residents or property damage will be reported to the Municipality of Grey Highlands immediately. The contractor shall be solely responsible for any costs to repair this damage. The contractor must keep a standardized record of all damage claims and these must be submitted to the Municipality of Grey Highlands in written form for each occurrence. The proponent must provide a template of this *Damage Claim Form* to the Municipality in Bid Form #12.

The Contractor is required to contact the Municipality of Grey Highlands Transportation and Environmental Services Staff with any unresolved public complaints or inquiries if they are not resolved within one month, informing them of any action taken to remediate the problem. This must include the initial damage claim, a

record of all communication between the contractor and person lodging the complaint and a record of any action taken and any plans for future action. The proponent must provide a template of the *unresolved complaint/inquiry form* in Bid Form #12.

In addition to the weekly complaint and/or concern log, the Municipality of Grey Highlands may at any time request the Contractor to produce for inspection records/ reports relating to the provision of the services. The Municipality of Grey Highlands may photocopy such records/ reports as it deems appropriate.

3.6 Work to be performed to the Satisfaction of the Municipality of Grey Highlands Transportation and Environmental Services Staff:

All work performed under this Contract will be performed to the satisfaction of the Municipality of Grey Highlands Representative who shall be the sole arbiter in any dispute regarding the interpretation of the Contract between the Municipality of Grey Highlands and the Contractor.

3.7 Contract Management & Communication

Periodically the Municipality of Grey Highlands may ask the Contractor to participate in meetings if the Municipality deems necessary.

The Municipality of Grey Highlands reserves the right to inspect inside collection vehicles. Additionally, the Municipality of Grey Highlands reserves the right to assess stop counts, kilometres travelled, to verify other route or collection program information. The Municipality of Grey Highlands reserves the right to travel by vehicle at a safe distance behind the Contractor's vehicles on any collection day and any collection route with sufficient notice to the Contractor.

3.8 Contractor's Personnel

The Contractor shall ensure drivers possess a valid Ontario driver's licence to operate the collection equipment.

The manner in which the vehicle is operated, and how the driver interacts with the public, is a direct reflection on the image of the Municipality of Grey Highlands, and as such, employees should always project a professional image. The Contractor shall ensure that its employees shall at all times behave in a polite, courteous manner towards the public, and will remove any employee contravening this Section, or soliciting any gratuity for Services done under this Contract, from the job.

The Contractor shall ensure that the drivers wear appropriate safety equipment.

The Contractor shall provide a full training program before the start of the term of the contract to ensure that its drivers and collectors are familiar with operations, safety procedures, the Contractor's Health and Safety policy, all traffic laws including by-laws, and complaint procedures.

3.9 Hours of Collection

3.9.1 General Hours of Collection

Curbside Waste and Recyclable Materials shall be collected once per week at each Served Unit after 7 a.m. and completed in before 6 p.m. Under no circumstances shall collection take place prior to 7 a.m. or after 7 p.m. Exceptions to collection hours shall be effected only upon authorization of the Municipality of Grey Highlands should the Contractor reasonably determine that an exception is necessary in order to complete the collection on an existing collection route due to unusual circumstances (e.g. adverse weather conditions). All overtime collection costs are the responsibility of the Contractor.

3.9.2 Changes to the Collection Schedule

Current collection days are shown on the map in Schedule 'A' of Attachments. Existing collection days and routes may be adjusted in order to improve efficiency in collection routes, and to ensure that collection, supervision, and monitoring costs of the programme for both the Municipality of Grey Highlands and Contractor are kept to a minimum. The Contractor will provide defined collection areas and days of collection no later than thirty (30) days prior to the start of the Work. (Bid Form # 10)

Once the Contractor's days and areas and routing schedules have been approved by the Municipality of Grey Highlands Transportation and Environmental Services Staff, the Contractor shall adhere to the adopted routing schedule. This schedule may be revised from time to time by the Contractor, subject to the prior approval of the Municipality. The Municipality of Grey Highlands shall be responsible for advising the affected residents of such schedule changes. These costs shall be borne by the Municipality.

Any changes in collection schedule and/or hours of work initiated by the Municipality of Grey Highlands through the course of the Contract must receive mutual Agreement between the Municipality of Grey Highlands Transportation and Environmental Services Staff and the Contractor before they become effective, and the Municipality of Grey Highlands shall be responsible for advising the affected residents of such schedule changes at the Municipality of Grey Highlands' sole expense.

3.10 Holidays and Collection Rescheduling

No curbside collection shall be made on the following statutory holidays:

New Year's Day
Christmas Day

Where a designated holiday falls on a regular collection day, the collection shall be made on the following Saturday of the collection week unless an alternate collection schedule is designated by the Municipality of Grey Highlands. Such changes shall be designed to minimize the number of necessary changes and the impact of change on the Municipal residents and businesses.

Changes to the collection schedule due to the holiday exclusions shall be advertised by the Municipality of Grey Highlands.

Any new holidays introduced during the Contract period will also be addressed in a similar manner to that outlined in this Section.

The Contractor shall bear at its own expense, such additional overtime rates for extra forces and provisions as may be required to provide the same frequency of collection during weeks in which holidays occur.

In the event that the Municipality of Grey Highlands no longer recognizes a given Statutory Holiday, the Contractor shall provide collection service that day. The Municipality of Grey Highlands shall provide sufficient notice to the Contractor of such change.

3.11 Conditions Affecting Routine Performance

3.11.1 Weather Conditions

If the Contractor cannot collect recyclables on any day because of weather conditions, the Contractor shall notify the Municipality of Grey Highlands Representative immediately, so that this information may be passed along to the public, and this material shall then be collected on the following Saturday of the collection week.

3.11.2 Road Construction

The Contractor shall make reasonable efforts to traverse roads under construction in order to provide collection service, but if the Contractor deems the road impassable, alternative methods for collection will be negotiated by the Contractor and the Municipality of Grey Highlands.

If construction will be taking place on any Municipality of Grey Highlands road that may interfere with collection services, the Contractor will be notified by the Municipality of Grey Highlands of the dates that such construction will be taking place.

Should the Contractor deem that any road or road allowance is impassable, the Contractor shall notify the Municipality of Grey Highlands Representative immediately, so that the public may be informed by the Municipality of Grey Highlands and alternatives devised jointly by the Municipality of Grey Highlands and the Contractor.

3.11.3 Strikes & Lockouts

In the event of a strike or lockout, the Contractor is responsible to maintain all curb side collection and unloading services, to whatever reasonable degree possible, and if necessary in co-operation with the Municipality of Grey Highlands.

3.12 Collection Containers & Handling

3.12.1 Collection Containers

All household Recyclable Materials to be collected must be placed and kept in Approved Containers in accordance with the Municipality of Grey Highlands's Waste Collection and Mandatory Recycling By-law 2011-60.

There is a limit of three bags per serviced unit for waste. There is no limit for approved containers for recyclables per Serviced Unit.

Waste containers shall mean in the case of weekly waste collection a bag designed to hold in a secure manner no more than 18 kilograms (40 lb) of waste as related to and specified in 4.47 of the Municipal By-law 2011-60 to allow for safe pick up by the Municipality's Waste Collection Contractor. In the case of bi-weekly collection of recyclables, a recycling bag or bin designed to securely hold no more than 15 kilograms (33 lbs) of recyclable material as specified by By-Law 2011-60, which can be identified from the exterior, or by seeing the content therein, as containing recyclable materials. Recycling containers are standard plastic blue box design used province-wide for The Municipality of Grey Highlands recycling programs. Clear plastic bags may be utilized to set out recyclables material.

3.12.2 Location of Waste & Recyclables for Curbside Collection

All Recyclables and Waste Materials, that are set out for collection shall be placed as close as possible to the roadside or boulevard in front of every service unit within the limits of the Municipality. It shall not block or impede any sidewalk or pathway. It shall not impede regular road maintenance including but not limited to street sweeping and snow removal, or create a traffic hazard in front of or adjacent to the serviced unit at which the waste is generated, provided that where the rear of the serviced unit is serviced by a lane along which collections are made, the waste shall be placed at the rear of the unit. During winter months, pathways must be maintained clear of snow and ice where necessary to permit convenient access to an approved container placed for collection.

Where, for any reason, collection cannot be made from the locations specified in this section, items to be collected pursuant to this Contract shall be placed at locations agreed upon by both the Contractor and the Municipality of Grey Highlands Representative.

3.12.3 Container Handling

After Waste and/or Recyclable Materials have been collected, all Approved 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 travelled portion of the road. Care shall be used not to damage the private or municipal containers. The Contractor **will be** responsible for damage to containers due to negligence in handling. Containers that are badly damaged by the Contractor or are thrown into the collection vehicles shall be replaced before the next collection day with containers of equal quality by the Contractor at their own expense and to the satisfaction of the Municipality of Grey Highlands.

Any material spilled on the ground during the course of collection must be picked up and placed in the appropriate container or vehicle by the vehicle operator.

3.12.4 Unacceptable Materials for Collection

Only acceptable Waste and/or Recyclable Materials as specified by the Municipal Waste and Mandatory Recycling By-law 2011-60 are to be collected by the Contractor. Should any materials be required to be left at the curbside as unacceptable materials such materials shall be left inside the container, with the container placed back in an upright position (so items do not spill out), together with an explanatory sticker applied to the item explaining why the material was left behind.

Any materials left behind for collection, whether it be as a result of unacceptable materials or excess weight, must have an explanatory sticker applied.

3.12.5 Stickers

The Contractor shall place stickers on all Waste and/or Recyclable Material boxes, and/or bags at all locations where material is not collected. The sticker shall identify the reason(s) why the items were left at the curb. The Contractor will provide at their sole expense the stickers to be used. The Contractor shall record the address and the reason for the infraction on the log sheet (see Section 3.3). A template for these stickers must be provided to the Municipality thirty (30) days before the start of the contract for approval.

It is integral to the success of The Municipality of Grey Highlands' Long Term Waste Management Plan and The Municipality of Grey Highlands -Contractor relationship that this sticker system be utilized. It provides both The Municipality of Grey Highlands and the Contractor with a method of educating service users with respect to specific program information.

3.12.6 Materials

All materials set out for collection become the property of The Municipality of Grey Highlands who shall have exclusive rights to the materials collected. Neither the Contractor, nor the Contractor's workforce shall be permitted or entitled to salvage, claim or possess any materials collected, unless as specified or authorized in writing to do so by The Municipality of Grey Highlands .

Any breach which results in injury is solely the responsibility of the Contractor. A breach of this provision may result in termination of the Contract. (Section 3.3.4)

3.13 Location & Hours of Operation of Designated Receiving Facilities

All waste materials collected as part of this Contract shall be hauled by the Contractor to the appropriate Municipal waste disposal during normal operating hours, being between 9 am and 4 pm. No materials shall be received after 4 pm to allow the Waste Disposal Facility time for processing of materials at landfill. All recyclable materials collected as a part of this Contract shall be hauled by the Contractor to the appropriate contractor facility.

Should another site be designated for receipt of waste and/or recyclables, the new haulage distance will be calculated from the current designated site, and change in cost, including but not necessarily limited to, fuel, vehicle depreciation, labour, as agreed to by the Municipality of Grey Highlands will be used as a basis to assess the increase/decrease in operating cost to the Contractor and for the Contractor and The Municipality of Grey Highlands to Reasonably renegotiate a price.

3.14 Weights/ Weigh Scale Records

The Recyclable collection Contractor's drivers must weigh-in and weight-out with every load of material that is brought to the Contractors facility (s). The Contractor must weigh all sorted recyclable materials. The Contractor shall maintain accurate records of the weigh scale ticket information, and on a monthly basis make available such records to the Municipality of Grey Highlands, by producing a report of the monthly loads (with weights by sorted materials) accompanied by the original (or legible photocopy) of the weigh scale tickets.

The Waste Collection Contractor's drivers must weigh-in and weight-out with every load of material that is brought to The Municipality of Grey Highlands's waste disposal facility (s) where weigh scales are available. These drivers must maintain accurate records of the weigh scale ticket information, and on a monthly basis make available such records to the Municipality of Grey Highlands, by producing a report of the monthly loads accompanied by the original (or legible photocopy) of the weigh scale tickets

For all other municipal waste disposal facilities that do not have weigh scales, where loads are measured by volume, the loads brought to those facilities must be weighed at a Municipal Waste Disposal Site with scales on a semi-annual basis. All those routes and materials collected must be weighed during the second week of August and the second week of January annually. A report by the Contractor shall accompany those semi-annual weigh-ins.

The Contractor is required to conform to any alternative system of tickets or numbering, which may be adopted by the Municipality of Grey Highlands from time to time without additional compensation.

All vehicles must arrive with enough time to weigh-in and out at the scale during regularly scheduled hours of operation (before 4 pm) unless prior arrangement is approved by the Municipality of Grey Highlands Transportation and Environmental Services Department.

3.15 Advertising and Information on Trucks

No advertising (other than the advertising required/approved by The Municipality of Grey Highlands) shall be carried on the collection vehicles except the name of the Contractor may be affixed upon all collection vehicles. The Contractor shall stencil a numbering system on the collection vehicle to identify the vehicle and accommodate the necessary accounting system for loads entering The Municipality of Grey Highlands waste disposal sites.

3.16 Promotion & Advertising

The Municipality of Grey Highlands will be primarily responsible for promotion and advertising associated with the ongoing operation of the curbside collection of Waste and Recyclable Materials as defined in this Contract. Promotion and advertising and notifications to municipal residents regarding any changes in the method of collection including municipality initiated schedule or routing changes will be at the cost of The Municipality of Grey Highlands.

The Municipality will require the contractor to engage in a collaborative effort with the Municipality to provide public education to residents and businesses about the waste and/or recycling program in the Municipality. This means that in addition to the provision and use of refusal stickers for waste and/or recyclables that are not collected, the Contractor will be required from time to time to distribute public education and promotion materials along collection routes at each serviced unit. These may include flyers, pamphlets, door hangers, etc.

Additionally, the Contractor must be available to hand out flyers/inserts related promotion for collection. This may include leaving flyers/inserts in mailboxes or blue boxes along collection routes. The cost of producing such materials will be the responsibility of the Municipality make available for collection related promotion, a portion of the sides and/or rear of the trucks used in the Municipality operations.

Along with the above requirements for each contractor for assistance with promotion and advertising the Municipality requires each contractor to include in this proposal a Promotion & Education plan (Bid Form # 11). This plan should indicate any additional tools the contractor may provide to assist the Municipality in improving the waste and/or recycling program. If applicable, the contractor should provide any samples of public education and promotion materials which they have used in other programs or would use in the future with the Municipality. The successful proponents plan will be reviewed with the Municipality to develop a collaborative promotion & education plan for the duration of the contract.

3.17 Areas Addressed by Private & Other Accounts

The Contractor shall ensure that no collection vehicle collects or disposes of any wastes of any type from a source other than the Municipality of Grey Highlands curbside collection areas under this Contract.

Under NO circumstances shall vehicles used in carrying out the Work of this Contract engage in collection from private accounts. If a vehicle used in carrying out the Contract is found collecting private accounts or making other collections that are not included or permitted under the Contract, The Municipality of Grey Highlands shall be entitled to liquidated damages as set out in Section 3.3.4.

3.18 Roads, Private & Unmaintained Roads

The Contractor is required to provide collection services for all roads that the contractor deems safe and accessible for curbside collection. The Municipality shall provide a list of the private roads that the Municipality is aware of, however, this list may be incomplete and not limited to. This list shall be provided in bid form # 9 and the contractor is required to submit this form along with an attachment of all roads they deem unserviceable, indicating which roads they are able to provide curbside collection to. Except by order of The Municipality of Grey Highlands Transportation and Environmental Services Staff, no Contractor shall enter a privately owned driveway or roadway or land or other private property for the curbside collection of waste and/ or recyclable materials.

Where the contractor deems able to provide service on Unmaintained or private roads for the purpose of collection services, alternate vehicles may be required to collect said areas in a safe and efficient manner, at the discretion of the contractor.

3.19 New Curbside Collection Areas

The Contractor will assume responsibility for curb side collection services as soon as any new homes, buildings, or subdivisions along assumed collection routes are ready for service, as directed by The Municipality of Grey Highlands. This may require the use of smaller collection vehicles initially, or for the remainder of the Contract.

3.20 Spills

Any and all hydraulic oil spills, or other hazardous waste spills must be reported to the Contractor's office and The Municipality of Grey Highlands Transportation and Environmental Services Staff immediately.

If necessary, at the Municipality of Grey Highlands Transportation and Environmental Services Staff discretion, a power wash and/or corrective blacktopping will be applied at the Contractor's expense.

3.21 Waste Audit

The Municipality of Grey Highlands requires a proposal from each proponent of the RFP for the completion of a Waste Audit in the Municipality within the first year of the contract (Included in the Operating Plan, bid form # 10). The waste audit shall include the collection and preparation of a summary report following the Ontario Waste Diversion Waste Audit Guidelines. This waste audit shall include waste, and/or recyclables dependent on the services proposed to be provided by the proponent and must include all areas of the Municipality (Former Artemesia, Euphrasia and Osprey) within a single waste audit. The proposal should also include a timeline for the completion of an audit, the additional cost of an audit (Bid Price Form #2), and items to be examined in the waste audit (waste and/or recyclables).

Section 4

Instructions to Proponents and Proposal Evaluation Process

4. Instructions to Proponents & Proposal Evaluation Process

4.1 General Instructions

4.1.1 Date and Place for Receiving Proposals

Proposals are to be submitted in a sealed envelope with all submittals described in Section 4 no later than 4:00 pm, local time, September 9th, 2011 and addressed as follows:

Proponent's Name

***The Municipality of Grey Highlands
Request for Proposal
Curbside Collection of Waste and/or Recyclables***

***The Municipality of Grey Highlands
Finance Department
206 Toronto St. S.
Unit 1
P.O. Box 409
Markdale, On
N0C 1H0
Attention: Michele Freeling***

4.1.2 Bid Deposit

Include with your submission, a Bid Deposit in the amount of \$150,000.

The Bid Deposit, in favour of The Municipality of Grey Highlands may be in the form of a Cheque certified by the Bank upon which it is drawn, a Bank Cheque, a Money Order, an Irrevocable Bank Letter of Credit (submitted on the Municipality of Grey Highlands form, see Section 5.3) or a Bid Bond from a Surety Company, authorized by law to carry on business in the Province of Ontario and approved by The Municipality of Grey Highlands. All Deposits shall be in Canadian Funds. No interest shall be payable on any Bid Deposit.

A Bid Bond or Bank Letter of Credit (submitted on The Municipality of Grey Highlands form, see Section 5.3) submitted as a Bid Deposit, must be an original and be irrevocable for whatever period the Proposal is expressed to be open for acceptance and thereafter, if the Proposal is accepted, until such time as the Contract Performance Security has been provided. Should the Proposal be accepted, the Proponent agrees that should the offer be withdrawn within the stated bid acceptance period, the bid deposit will be forfeited to The Municipality of Grey Highlands.

Bid Deposits will be retained until award of the Contract by the Municipality of Grey Highlands Council, at which time, the Bid Deposits of all unsuccessful Proponents will be returned.

Should the successful Proponent refuse to enter into the Contract, The Municipality of Grey Highlands may, at its discretion, cash the Bid Deposit and deposit the proceeds to its account, without prejudice to the ultimate disposition of such Bid Deposit as provided for herein.

Except as otherwise herein provided, the Proponent accepts that if the RFP is withdrawn before The Municipality of Grey Highlands has considered the submissions, or after the Proponent has been notified that the RFP has been recommended for acceptance, The Municipality of Grey Highlands may retain the Bid Deposit to cover any costs incurred and including but not limited to advertising for new submissions; negotiating a Contract; or accepting or not accepting any submissions as The Municipality of Grey Highlands may deem advisable.

4.1.3 Contract Performance Security

A Contract Performance Security will be required from the successful Proponent prior to execution of the Agreement. Such Performance Security will be in the form of 5 % of the total cost, in the form of an Cash, a Cheque certified by the Bank upon which it is drawn, a Bank Cheque, a Money Order, an Irrevocable Standby Letter of Credit (on The Municipality of Grey Highlands Form, see Section 5.3) AND a Performance Bond (on Agreement To Bond Form, see Section 5.2) in the amount of 5 % of the total cost of the Contract from a Surety Company authorized by law to carry out business in the Province of Ontario and approved by The Municipality of Grey Highlands . Such deposits will be retained until completion of the Contract to the satisfaction of The Municipality of Grey Highlands

Failure of a successful Proponent to provide the Contract Performance Security within sixty (60) business days after being requested to do so may be considered sufficient grounds for rejecting the Proposal.

4.1.4 Insurance

The Proponent is required to complete the Statement of Insurability form provided in Section 5.4 to be included with their Proposal. The successful Proponent shall be required to carry, maintain in force and pay, during the term of this Contract, the following insurance in accordance with General Condition 6.22.

Comprehensive General Liability Insurance with coverage subject to limits of not less than \$ 5,000,000.00 inclusive per occurrence for bodily injury, death and damage to property, including loss of use thereof, standard automobile, non-owned and rental automobile liability, and environmental liability.

The successful Proponent will insure all machinery and equipment used for the performance of the Work. Such insurance will be in the form acceptable to The Municipality of Grey Highlands and will name The Municipality of Grey Highlands as additional named insured and will not allow subrogation claims by the Insurer against The Municipality of Grey Highlands

4.1.5 Workplace Safety Insurance

The successful Proponent must obtain prior to the signing of the contract, a Certificate of Clearance from the Workplace Safety and Insurance Board (W.S.I.B.).

The successful Proponent shall then obtain a replacement Certificate of Clearance from the Workplace Safety and Insurance Board (W.S.I.B.) upon expiry of each previous Certificate for the duration of the Contract.

4.1.6 Proponent's Obligation to Examine

It is understood and agreed that the Proponent has, by careful examination, satisfied itself as to the nature of Work, the character, quality and quantity of the task, the general and local conditions, and all other matters which can in any way affect the work under the Contract.

The Proponent is directed to carefully examine the scope of the Work and to make special inquiry of any details the Proponent is uncertain of and to make further personal inspection and investigation as the Proponent may deem proper to determine the correctness of any information so obtained as part of this RFP. The Municipality of Grey Highlands does not ensure the accuracy of such information, and the Proponent shall not make any claim against The Municipality of Grey Highlands for damages or extra Work caused or occasioned by the Proponent relying upon such records, report or information, either as a whole or in part, furnished by The Municipality of Grey Highlands or any municipal department or commission, private company or individual.

4.1.7 Designated Official

For the purpose of this RFP, the Transportation and Environmental Services Director, Chris Cornfield, is the "Designated Official" and shall perform the following functions: releasing, recording, and receiving RFP submissions; opening, recording and checking of bids; answering queries of prospective Proponents through written Addenda, considering extensions of time, reviewing bids received, ruling on mandatory requirements, coordination of a Proposal Evaluation Committee (PEC) and preparing a report and recommendation to the Municipality of Grey Highlands Council.

Chris Cornfield may be contacted at the Municipal office at:

206 Toronto St. S.
Unit 1
P.O. Box 409
Markdale, On
N0C 1H0

Telephone number: 519-986-2811 ext. 222
Fax number: 519-986-3643

Questions regarding the submission of bids are to be submitted **in writing** to the above office.

The Municipality of Grey Highlands shall not be bound and the Proponent agrees not to rely upon any written or verbal statements or representations of any other The Municipality of Grey Highlands staff other than the above named person who has sole responsibilities for all inquiries. Proponents will be notified of any change to the "Designated Official".

4.1.8 Term of Contract

It is The Municipality of Grey Highlands' intention to enter into a Contract for a twenty-four (24) month period, beginning December 01, 2011 and terminating on November 31, 2014, with the possibility of a year long extension of contract agreed upon by both the Municipality and the successful proponent.

4.1.9 Price Proposal

Proponents are invited to submit separate Bid Prices for one or both of the following bid options:

Bid Option 1: Waste and Recyclables curbside collection

Bid Option 2: Waste only curbside collection

Bid Option 3: Recyclables only curbside collection

Bid Prices for all Bid Options are to provided on the enclosed Price Proposal Form.

While each bid option contains several sub-components, The Municipality of Grey Highlands considers each bid option listed above as a non-severable package.

The Municipality of Grey Highlands will evaluate and award each bid option separately. The Municipality of Grey Highlands intends to award a contract for each bid option by October 12, 2011.

Proponents are to be aware that the tonnage for waste materials and blue box materials noted on the Bid Forms are based on 2010 information. This information is not intended to reflect the level of effort required when the contract commences in Year 2011 to 2014.

4.1.10 Errors & Omissions

It is understood, acknowledged and agreed that while this RFP includes specific requirements and specifications for the Work, The Municipality of Grey Highlands shall not be held liable for any errors or omissions in any part of the Bid Documents. While The Municipality of Grey Highlands has used considerable effort to ensure an accurate representation of information in the Bid Documents, the information contained in the Bid Documents is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by The Municipality of Grey Highlands, nor is it necessarily comprehensive or exhaustive. Nothing in the Bid Documents is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in the Bid Documents.

There will be no consideration of any claim, after submission of Bids, that there is a misunderstanding with respect to the conditions imposed by the Contract.

If a Proponent finds discrepancies in, or omissions from the Contract documents, or is in doubt as to their meaning, the Proponent shall notify the Designated Official, who reserves the right, for any reason to issue a written addendum to Proponents at any time prior to the Bid closing. Addenda issued during the RFP period shall be allowed for by the Proponent in submitting the RFP.

The Municipality of Grey Highlands will assume no responsibility for oral instructions or changes.

4.1.11 Arithmetic Errors

Bids containing arithmetic errors shall be corrected by the Designated Official during the checking procedure, as follows, unless otherwise decided by The Municipality of Grey Highlands:

- a) Bid Prices shall govern and the extended amount and Total Bid Price shall be corrected accordingly,
- b) Discrepancies in addition or subtraction shall be corrected accordingly,
- c) Where an error has been made in transferring an amount from one part of the RFP Bid to another, the amount shown before transfer shall, subject to any corrections as provided for above, be taken to be correct and the amount shown after transfer and the Total Bid Price shall be corrected accordingly.

If a Proponent has omitted a price for an item of work set out in the RFP Bid, the Proponent shall, unless the Proponent has specifically stated otherwise in the RFP, be deemed to have allowed elsewhere in the RFP Bid for the cost of carrying out the said item of work and, unless otherwise agreed to by The Municipality of Grey Highlands, no increase shall be made in the Total Bid Price on account of such omission. The Municipality of Grey Highlands reserves the right to waive formalities at its discretion.

4.1.12 Taxes

Increases/decreases in applicable Federal/Provincial taxes will be reflected as increases/decreases in payment to the Contractor at the time that any change in tax status is implemented.

4.1.13 Invoicing

Invoicing shall be done on a calendar monthly basis as specified.

4.1.14 Withdrawal of RFP Prior to Closing Date

A Proponent who has submitted a Proposal may request that their Proposal be withdrawn. (Adjustments or corrections to a Proposal submitted will not be allowed). The withdrawal shall be allowed if the request is made before the closing time for the RFP to which it applies. Withdrawal requests must be directed to the Designated Official by letter or in person. Telephone requests shall not be considered.

When withdrawals are made in person, the Official receiving Proposals shall obtain a signed withdrawal form confirming details of the transaction. For letter withdrawals, or if the person requesting withdrawal is other than a Senior Official of the Company, the authenticity of the request must be confirmed by telephoning a responsible Official of the Company. Submissions confirmed as withdrawn prior to being placed in the bid depository, shall be returned unopened to the Proponent. Withdrawal notices received after the submission has been deposited shall, together with the confirmation of withdrawal, be placed in the bid depository. Such bids will be dealt with at the opening by announcing that the submission was withdrawn. The bid amount of a withdrawn submission shall not be read out. Withdrawal of a submission does not disqualify a Proponent from submitting another Proposal.

Withdrawal requests received after the RFP closing time will not be allowed. The Proponent concerned shall be informed that the withdrawal request arrived too late for consideration.

4.1.15 Conflict of Interest

The Proponent declares that no person, firm or corporation with whom or which the Proponent has an interest, has any interest in this Bid or in the proposed Contract for which this Bid is made.

The Proponent further declares that no member of the Council of The Municipality of Grey Highlands and no officer or employee of The Municipality of Grey Highlands will become interested directly or indirectly as a contracting party, partner, shareholder, surety, or otherwise in or in the performance of the Contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof, or in any of the money to be derived there from.

Should the Proponent feel that a conflict of interest or potential conflict of interest exists; the Proponent must disclose this information to The Municipality of Grey Highlands prior to the acceptance of the Bid. The Municipality of Grey Highlands may, at its discretion, withhold acceptance of the Bid until the matter is resolved to The Municipality of Grey Highlands' satisfaction. The Municipality of Grey Highlands may allow a conflict of interest or potential conflict of interest to exist if it is satisfied that there are adequate safeguards in place and if The Municipality of Grey Highlands determines that it is in its best interests to do so.

The Municipality of Grey Highlands reserves the right to disqualify a Bid where The Municipality of Grey Highlands believes a conflict of interest or potential conflict of interest exists.

4.1.16 Proposals as Binding Offers

Proposals submitted in response to this RFP shall be considered binding offers and shall be irrevocable after the Proposal closing date.

4.1.17 Privilege Clause

Notwithstanding any other provisions in this RFP:

1. There is no obligation on the part of The Municipality of Grey Highlands to proceed with this RFP process and The Municipality of Grey Highlands may at any time for any reason terminate the RFP process;
2. Lowest or any Bid will not necessarily be accepted.
3. The Municipality of Grey Highlands reserves the right to reject any or all Bids, including without limitation the lowest Bid, and to award the Contract to whomever The Municipality of Grey Highlands in its sole and absolute discretion deems appropriate, notwithstanding any custom of the trade to the contrary nor anything contained in the Contract Documents. The Municipality of Grey Highlands shall not, under any circumstances be responsible for any costs incurred by the Proponent in the preparation of its Bid.
4. Without limiting the generality of the foregoing, The Municipality of Grey Highlands reserves the right, in its sole and absolute discretion, to accept or reject any Bid which in the view of The Municipality of Grey Highlands is incomplete, obscure, or irregular; which has erasures or corrections in the documents, which contains exceptions, variations or qualifications; which omits one or more prices, which contains prices The Municipality of Grey Highlands considers unbalanced or which is accompanied by a Bid

Deposit not acceptable to The Municipality of Grey Highlands ; or which otherwise fails to comply with the requirements of the Contract Documents.

5. Criteria used by The Municipality of Grey Highlands in evaluating Bids and awarding the Contract are in The Municipality of Grey Highlands 's sole and absolute discretion and stand as presented in this RFP.
6. The Municipality of Grey Highlands in its sole and absolute discretion, reserves the right at any time to re-bid or cancel the project, or negotiate a Contract for the whole or any part of the Work with any one or more persons whatsoever, including one or more of the Proponents
7. The Municipality of Grey Highlands reserves the right to communicate with one or more Proponents following the Bid close to clarify elements of the Bids

4.1.18 Confidentiality

All Proposals submitted to The Municipality of Grey Highlands become the property of The Municipality of Grey Highlands and as such, are subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended (the "MFIPPA").

4.1.19 Costs to be Included

All associated costs for the Work, including but not limited to administration, capital, equipment, and staffing, are the responsibility of the Proponent.

4.1.20 Proponent Responsibilities

In the event that a Proposal includes the performance of Work by another person, firm or organization, it shall be mandatory for the Proponent (i.e., the successful Proponent) to assume full responsibility for such tasks specified in the Proposal. The Municipality of Grey Highlands will contract only with the successful Proponent.

There shall be no transfer of responsibility to any other party without the express written consent of The Municipality of Grey Highlands.

The Municipality of Grey Highlands will consider the Proponent to be the sole contact with regard to all provisions of the Proposal. Payment of all charges resulting from the Contract shall be to the Proponent only.

4.1.21 Harmonized Sales Tax

The Bid Price to be proposed does not include the applicable Harmonized Sales Tax payable by The Municipality of Grey Highlands with regard to the Contract. In making payments to the successful Proponent, The Municipality of Grey Highlands shall include all applicable Harmonized Sales Tax payable as a result of this Agreement. The Proponent warrants that in preparing this Proposal, it has taken into account any costs associated with Provincial Sales Tax or other applicable taxes.

4.1.22 No Lobbying

If any director, officer, agent or other representative of a Proponent, including any other parties who may be involved in a joint venture or a consortium with the Proponent makes any representation or solicitation to any

member of The Municipality of Grey Highlands Council, or any official, employee or agent of the Municipality, with the exception of the Designated Official, with respect to the Proponent's Proposal or any other Proponent's Proposal, The Municipality of Grey Highlands shall be entitled to forthwith and without notice reject the Proponent's Proposal.

4.1.23 Timeline

This timeline reflects The Municipality of Grey Highland's intent in issuing and receiving Proposals and the commencement of Work. This schedule is subject to change at The Municipality of Grey Highlands' discretion.

Event	Date
Date of Issue of RFP	August 12, 2011
Last Day for Submitting Written Inquiries	September 6, 2011
Proposal Due Date	September 9, 2011
Notification of Intent to Award	October 12, 2011
Contract Start Date	December 01, 2011

4.1.24 Requirements at Time of Contract Execution

Subject to award of the RFP by the Municipality of Grey Highlands the successful Proponent shall submit the following documentation in a form satisfactory to the Municipality of Grey Highlands and as specified in the RFP for execution within fifteen (15) days after being notified in writing to do so by The Municipality of Grey Highlands:

1. Executed Agreement
2. Contract Performance Security documents in compliance with the RFP documents.
3. Insurance documents in compliance with the RFP documents.
4. WSIB documents in compliance with the RFP documents.

4.1.25 Requirements Prior to Start of Work

Subject to award of the RFP by The Municipality of Grey Highlands the successful Proponent shall submit the following documentation in a form satisfactory to The Municipality of Grey Highlands and as specified in the RFP no later than thirty (30) days prior to the start of Work:

1. *Complaints Log*
2. *Collection Log*
3. *Complaint & Inquiry log*
4. *Refused waste and/or recyclables log*
5. *Damage claim form*
6. *Unresolved complaint/inquiry form*
7. *Refusal Stickers*

4.2 Proposal Submission Requirements & Proposal Evaluation Process

4.2.1 Proposal Submission Requirements

Proposals are to be submitted in a sealed envelopes marked as Waste and Recycling Collection RFP with all submittals described in this Section.

One set of the Proponent's submission must be an Original and should be clearly marked as original containing the original signature forms and other original documents. Another copy of the Original are required and may be reproduced if required by the Designated Official.

Proposals must be submitted only on the forms provided in Section 85 entitled Bid Forms which includes forms required to be completed in order for submissions to be considered.

Proposals must be completed in type or ink.

Erasures and alterations must be initialled in ink by the appropriate signing authority.

Proposals which are illegible, incomplete, unbalanced, conditional, and obscure or contain irregularities of any kind may be rejected.

Proponents are cautioned against qualifying their RFP in any manner whatsoever, as this may result in their submission being rejected. However, descriptive literature may be included, provided its sole purpose is to amplify the proposal.

Proponents shall be solely responsible for the delivery of their bids in the manner and time prescribed;

Proponents shall submit a sealed and opaque envelope labelled as follows:

Proponent's Name

***The Municipality of Grey Highlands
Request for Proposal
Curbside Collection of Recyclables***

***The Municipality of Grey Highlands
Finance Department
206 Toronto St. S.
Unit 1
P.O. Box 409
Markdale, On
N0C 1H0
Attention: Michele Freeling***

4.2.2 Envelope Submittals – Declarations & Securities & Technical Proposal

Each envelope will contain the following information and completed bid forms. These will include Declarations & Securities & Technical Proposal, technical proposals, and price proposals.

Declarations & Securities & Technical Proposal:

1. Bid Deposit.
2. Statutory Form of Declaration.
3. Completed Agreement to Bond.
4. Completed Agreement to Provide Irrevocable Standby Letter of Credit
5. Statement of Insurability.
6. Acknowledgement of Addenda/Addendum

Technical proposal:

1. Completed Bid Form #1: Company Capabilities and Credentials - Company Profile (with attachments)
2. Completed Bid Form #2: Company Capabilities and Credentials - Experience
3. Completed Bid Form #3: Company Capabilities and Credentials - References
4. Completed Bid Form #4: Company Capabilities and Credentials - Certificates of Approval
5. Completed Bid Form #5: Human Resources Requirements – Organizational Plan
6. Completed Bid Form #6: Human Resources Requirements - Health & Safety Plan (with attachments)
7. Completed Bid Form #7: Facilities Requirements – Facilities (with attachments)
8. Completed Bid Form #8: Equipment Requirements - Vehicles and Equipment (with attachments)
9. Completed Bid Form # 9: Operational Requirements - Private & Unmaintained Roads Plan
10. Completed Bid Form #10: Operational Requirements - Operating Plan
11. Completed Bid Form #11: Communication - Promotion & Education Plan
12. Completed Bid Form #12: Communication– Communication & Complaints Management
13. Completed Bid Form #13: Contingency Plan - Business Interruption/Contingency Plan
14. Completed Bid Form # 14: Other Submissions Requirements (Environmental) – Recyclable materials collection plan
15. Completed Bid Form #15: Other Submission Requirements (if any) - Exceptions

NOTE: Bid Form # 14 will not be required from those proponents who submit and RFP exclusively for Curbside Waste Collection only.

Price Proposals:

1. Completed and Signed Bid Form #1: Price Proposal Form.
2. Completed and Signed Bid Form #2: Waste Audit

4.2.3 Description of Technical Proposal Submittals

Proponents must provide the following information on the Bid Forms provided in Section 5 for evaluation purposes.

Proposal submissions must respond to each and every following item, in the order in which they appear below Failure to respond completely, and in the manner described, may result in disqualification.

Company Capabilities and Credentials		
1.	Company Profile	<ul style="list-style-type: none"> ◆ Company details, size, number of employees, office locations. ◆ Number of years in business. ◆ Articles of Incorporation.
2.	Experience	<p>The Proponent shall describe their waste management experience including:</p> <ul style="list-style-type: none"> ▪ Experience undertaking curbside waste collection as specified in the RFP document; ▪ Value and size of past and current contracts; and ▪ Duration, location and collection methods (vehicles / number of streams collected etc.) utilized for past and current contracts.
3.	References	<ul style="list-style-type: none"> ◆ The Proponent shall provide contact persons and phone numbers for three or more past clients. ◆ The Municipality of Grey Highlands may contact any or all of the contacts provided by the Proponent or other representatives from past clients of the Proponent.
4.	Certificates of Approval	<ul style="list-style-type: none"> ◆ Provide copies of all Certificates of Approval required to perform the Work specified in the RFP (e.g., Waste System). ◆ Describe any orders/charges/violations to your company by the Ministry of Environment as the result of any contravention of the Environmental Protection Act over the past five (5) years.
Human Resource Requirements		
5.	Organizational Plan	<ul style="list-style-type: none"> ◆ The Proponent shall describe their proposed management of the collection program described in the RFP. ◆ Proposed organizational structure including the name and resumes for the following key individuals as they would relate to the Work undertaken as identified in the RFP: <ul style="list-style-type: none"> ◆ District/Regional Manager(s)/Senior Executive Staff; ◆ Senior Administration Staff; ◆ Route supervisor; and ◆ any other management staff. ◆ If a specific person is not named for any of the above positions, the Proponent shall identify the position by title and description and list the key qualifications of the person who would ultimately hold the position. ◆ Describe how the Work would be directly supervised to ensure daily completion and how sufficient personnel will be available to ensure daily completion of the Work.
6.	Health and Safety Plan	<ul style="list-style-type: none"> ◆ Describe or provide your company's Health and Safety Policy. ◆ Describe any orders/charges/violations to your company by the Ministry of Labour as the result of any contravention of the Ontario Health and Safety Act over the past five (5) years.

Facilities / Equipment Requirements		
7.	Facilities	<ul style="list-style-type: none"> ◆ The proponent shall list the location of the facilities to be used under this contract including; <ul style="list-style-type: none"> I. Office II. Recyclable Processing/sorting facilities III. Waste processing/sorting facilities IV. Yard storage for fleet ◆ The evaluation shall consider the travel time to the facilities and contingency plans for collection delays if facilities are not located within the Municipality of Grey Highlands.
8.	Vehicles and Equipment	<p>The Proponent shall provide the following information on their collection vehicles (spec data sheet for each and every vehicle proposed to be supplied – new or used):</p> <ul style="list-style-type: none"> ▪ number of vehicles required to carry out the work, as described in the RFP; ▪ age of all vehicles and equipment to carry out each of the services identified in the RFP; ▪ type of vehicles and equipment that would be used to carry out the work; ▪ compartment capacity of collection vehicles; ▪ compaction ratio by waste stream; ▪ proposed number of spare vehicles; ▪ indication of whether fleet will be dedicated to The Municipality of Grey Highlands ; ▪ fleet maintenance plan; and ▪ any other equipment necessary to carry out the proposed work ▪ supporting rationale/calculations to support the number of vehicles routinely required calculations to support management of seasonal tonnage increases and population growth over the term of the Contract.
Implementation / Operational Requirements		
9.	Private and Unmaintained Roads Plan	<ul style="list-style-type: none"> ◆ Using the list of private and Unmaintained roads provided in this RFP, indicate which roads will be safe and accessible for curbside waste and/or recycling collection. ◆ For those roads that are safe, indicate if a smaller collection vehicle will be needed to provide service.
10.	Operating Plan	<ul style="list-style-type: none"> ◆ Provide a proposed Operating Plan describing how your Company will provide each of the service(s) your Company has elected to bid in this RFP as follows: <ul style="list-style-type: none"> ○ proposed routing of trucks; ○ proposed vehicles to be used each day, and the number of vehicles to be used; ○ proposed waste and recyclables disposal sites; ○ proposed days for collection, daily start and finish times; and ○ plans to accommodate; ○ fluctuations in quantity and type of waste stream through the addition/subtraction of materials. 1. Provide a proposal for the completion of a Waste Audit within the first year of the contract. This should include the number of homes assessed, method of audit, timeline, and cost

QA/QC / Communication / Contingency Plan			
11.	Promotion & Education Plan	♦	<p>Include your proposal for a Promotion & Education plan. This plan should indicate any tools the contractor may provide to assist the Municipality in improving the waste and/or recycling program.</p> <p>♦ If applicable, the contractor should provide any samples of public education and promotion materials which they have used in other programs or would use in the future with the Municipality.</p>
12.	Communication Complaints Management	♦	<p>Describe your intended method of regular communication with The Municipality of Grey Highlands through-out the course of the Contract. Describe how The Municipality of Grey Highlands will stay informed about collection matters arising, intended routing changes, other service changes, alterations and the like.</p> <p>♦ Provide a template for the following weekly, and monthly logs and forms to be provided to the Municipality throughout the course of the contract:</p> <ul style="list-style-type: none"> ♦ Refused waste and/or recyclables log ♦ Damage/ Replacement of waste/recyclable container claim form ♦ Collection log ♦ Unresolved complaint/inquiry form ♦ Complaint & inquiry log <p>♦ Provide the Municipality with the name and contact information for the Route Supervisor for the contract who will be the main contact for the Municipality.</p> <p>♦ Provide two telephone lines for use in the contract, one for residents to call during business hours and one for the Municipality to contact from 7 am to 5 pm.</p> <p>♦ Describe procedures and communication flows, and the response of your Company to issues that may arise to impede collection, including weather conditions delaying or impeding collection services, and any other issues that may cause collection to not be 100% completed. A digital photo recording impassable roads must be provided when collection cannot be completed on specific roads.</p> <p>♦ For the purposes of the collection log, describe related tracking/recording procedures and how this will be communicated to The Municipality of Grey Highlands staff;</p> <p>♦ Describe your after-hours response procedure/protocol.</p>
13.	Business Interruption/Contingency Plan	♦	<p>Describe any <u>circumstance(s)</u> where your company has been unable to deliver any/some of the Work described in any past or current Contract arrangement (e.g., daily collection due to winter storm conditions);</p> <p>♦ Describe the contingency your company implemented in that instance if and when it occurred;</p> <p>♦ Describe your company's contingency plan for a larger scale/longer term business interruption e.g., work stoppage.</p>
Other Submission Requirements (as noted below)			
14.	Recyclable Materials Collection Plan (required only of bids for recyclable)	♦	<p>Describe any additional materials the proponent may be able to collect as a part of their recyclable collection program to assist in increasing the diversion rate of the Municipality.</p> <p>♦ All materials must be able to both be collected through curbside</p>

	Collection and/or Waste And Recyclables collection	collection and by processed for recyclable materials, and must not be transferred to a landfill site.
15.	Exceptions	<ul style="list-style-type: none"> ◆ As all of the conditions put forth in the RFP are aimed at the specific requirements of the Municipality of Grey Highlands under this RFP and The Municipality of Grey Highlands is reluctant to accept exceptions that may impede the timely execution of the contract. As a result, the extent of exceptions noted will factor into the proposal evaluation. ◆ Proponents are advised that if they take exception to any of the requirements of this RFP, they shall, in their submission, state the nature of any exceptions proposed and must thoroughly describe them in this Bid Form which is specifically designated for discussion of exceptions. <i>Proponents must provide the price adjustment to their bid for each proposed exception in the price proposal form.</i>

The Municipality reserves the right to reject any or all bids and the lowest or highest as the case may be will not necessarily be accepted. The right is reserved to accept the whole or any part of the Tender.

Should the Municipality receive only one (1) qualified and duly executed bid submission on commodities/services that have a known multiple source potential, the right is reserved to recall the competition. The Municipality reserves the right to **not open** a bid call should the Municipality, in its opinion, have received an inadequate number of bid responses to the bid call and further the right is reserved to cancel and recall the competition. Unopened bids will be returned to all vendors who responded.

All required documents such as agreements to bond, bid bonds, bid forms, or pricing proposal forms shall be enclosed in the same envelope as the RFP. Agreement to bond/bid bond and/or all technical bid form documents will be supplied as original documents complete with the required, original, authorized signatures. Faxed or reproduced copies of originals are not acceptable.

4.2.4 Proposal Evaluation Process

4.2.4.1 Declarations, Securities & Technical Proposal Evaluation Criteria & Scoring

Evaluation Methodology Overview:

All proposals must include all the required forms, deposits and information detailed in this RFP. The first criteria each proposal will be evaluated on is whether the proposal meets all the requirements, this is stipulated in table 1. If any proposal should fail to pass any of the criteria in table 1 they will be disqualified from being awarded the contract.

Table 1: Proposal Evaluation Criteria & Scoring

Requirements of RFP Criteria	Weight/Value
Bid Deposit	Pass/Fail
Agreement to Bond	Pass/Fail
Agreement to Provide Irrevocable Standby Letter of Credit	Pass/Fail
Declaration of Insurability	Pass/Fail

Bid Forms	Pass/Fail
-----------	-----------

Additionally, proposals will be reviewed and evaluated based on the evaluation criteria listed below. Proposals will be evaluated in two (2) areas:

Table 2: Proposal Evaluation Criteria & Scoring

Requirements of RFP Criteria	Weight/Value
Technical Evaluation	120 Points
Price Evaluation	130 Points
Total	250 Points

Total scores will be assigned for each proposal.

A recommendation will be made to the Municipal Council based on the total evaluation score.

Technical Evaluation will be based on the following technical evaluation criteria and weighted as follows:

Table 3: Proposal Technical Evaluation Criteria & Scoring

Technical Evaluation Criteria & Scoring	Value
1. Roads, Private and Unmaintained Roads	25 Points
2. Company Profile and Experience	15 Points
3. References	15 Points
4. Vehicles and equipment	15 Points
5. Operating Plan	15 Points
6. Promotion & Education Plan	10 Points
7. Communication and Complaint Management Plan	10 Points
8. Recyclable Materials Plan	5 Points
9. Business Interruption/Contingency Plan	3 Points
10. Exceptions	3 Points
11. Facilities	2 Points
12. Health & Safety Plan	1 Points
13. Certificate of Approval	1 Points
Total	_____ Points

* **NOTE:** For those proponents who bid exclusively for Curbside Waste Collection only, Evaluation Criteria # 8, *Recyclable Materials Plan*, will not be used in evaluating the proponents RFP. Those five points allocated for evaluation criteria # 8 will be assigned to evaluation criteria # 5, *Operating Plan*. Additionally Bid Form # 14 will not be required from those proponents of only Curbside Waste Collection.

Primary Price Evaluation will be based on the submitted fixed price for waste and/or recyclables.

Table 3: Proposal Pricing Evaluation Criteria & Scoring

Pricing Evaluation Criteria & Scoring	Weight/Value
Bid Price	100 Points
Waste Audit Price	30 Points
Total	130 Points

The maximum total points any one proposal would be able to attain is 250 points.

Notwithstanding the fact that there is a ranking/weighting system for the criteria items noted above, it is recognized that these parameters are qualitative in nature and subject to interpretation (pass/fail criteria aside). However, it cannot be stressed enough that the PEC will utilize the information provided under these headings to satisfy themselves to what extent any/all of the submissions meet/exceed the necessary requirements to undertake the Work. And, notwithstanding that any Proposal may not necessarily be accepted, if the PEC is not satisfied that a submission does not adequately address, in whole in part the items listed in Table 1 above.

4.2.4.2 Basis for Award

The contract shall be awarded based on a combination of:

- technical proposition and quality;
- response to specifications, terms and conditions;
- price.

4.2.4.3 Proposal Examination & Clarification

At the close of the RFP, all Proposals will be examined by the Designated Official of The Municipality of Grey Highlands, to confirm that they are compliant and otherwise complete. Proposals that are determined to be compliant and otherwise complete will then be evaluated as set out in the RFP.

At its sole discretion, The Municipality of Grey Highlands may seek clarification of any aspect of any Proposal received. The purpose of such clarification may be to enable The Municipality of Grey Highlands to determine whether the Proposal complies with the RFP requirements.

The Municipality of Grey Highlands right to clarify shall include the right to request additional or missing information relating to the Proposals submitted.

The right of clarification is within the sole, complete and unfettered discretion of The Municipality of Grey Highlands and is for its exclusive benefit, and may or may not be exercised by The Municipality of Grey Highlands at any time and in respect to any or all Proposals.

The right to clarify shall not impose upon The Municipality of Grey Highlands a requirement to clarify with the Proponent any part of a Proposal, and where in the opinion of The Municipality of Grey Highlands the Proposal is ambiguous, incomplete, deficient, or otherwise not acceptable in any aspect, the City may reject a Proposal either before or after seeking a clarification

No such clarification shall alter the Proposal or constitute negotiation or re-negotiation of the price or any aspect thereof, or the nature of quality of the Work to be supplied or performed as set out in the Proposal at the close of the RFP. Neither the review of its submission with any Proponent, nor the seeking or clarification shall in any way be deemed to be an acceptance by The Municipality of Grey Highlands of any term or provision so clarified or be deemed to be an acknowledgement by The Municipality of Grey Highlands of the compliance of the Proposal with the terms of the RFP. Further, it shall not oblige The Municipality of Grey Highlands to enter into a Contract with that Proponent, and shall not constitute an acceptance of that Proposal or any other Proposal.

All clarifications shall be in writing, in a form satisfactory for inclusion in the Contract and satisfactory to The Municipality of Grey Highlands.

Section 5

Bid Forms

5. Bid Forms

IMPORTANT: Please ensure you have read the entire document before completion of the following Bid Forms, to ensure a full understanding of the Work requirements and ensure accuracy and completion of these Bid Forms.

IMPORTANT: Please complete all information on the Forms provided. If additional space is needed, please attach an additional page(s) to the applicable Form but the Proponent is cautioned to be succinct. Forms are to be completed electronically/type-written and provided in the submission envelope in hard copy.

5.1 Statutory Declaration

Statutory Declaration

Municipality of Grey Highlands Request for Proposal (RFP) Recyclable Materials Processing

I, _____
(print name in full)

Of the _____ in the Province of _____
(print City/Town name in full) (print Province name in full)

DO SOLEMNLY DECLARE THAT:

I am the _____ of _____
(President/Vice-President, etc.) (print company name in full)

Hereafter referred to as “the Company”, and as such I have knowledge of matters hereinafter disposed to:

The Company makes the following representations and warranties to The Municipality of Grey Highlands **and confirms that The Municipality of Grey Highlands** is relying upon such representation and warranties:

- a) it has all necessary power and authority to own its properties and carry on its business as presently carried out and is duly licensed, registered and qualified in all jurisdictions where the character of its property owned or leased or the nature of the activities conducted by it makes such licensing, registration or qualification necessary;
- b) no steps or proceedings have been taken or are pending to supersede or amend its constating documents or by-laws in a manner which would impair or limit its ability to carry out its obligations hereunder;
- c) it has full power, legal right and authority to enter into an Agreement, and to do all acts and things and execute and deliver all services as are required hereunder to be done, observed or performed by it;
- d) it has taken all necessary corporate action to authorize the creation, executing, deliver and performance of an Agreement, and to observe and perform the services;
- e) this proposal constitutes a valid and legally binding obligation of the Company enforceable against it subject only to applicable bankruptcy, insolvency and other similar laws affecting the enforceability of the right of creditors generally, the general principles of equity and that equitable remedies such as specific performance and injunction are available only in the discretion of a court;
- f) none of the authorization, creation, or delivery of this Proposal:
 - i. has resulted or will result in a violation of the articles or by-laws of the Company or a breach or violation of any shareholder Agreement or any resolutions passed by the board of directors or shareholders of the Company or a breach or violation of any Laws and Regulations; or
 - ii. has resulted or will result in a breach of, or constitute a default under any Agreement, undertaking or instrument to which the Company is a part or by which it or its properties are assets are bound;

- g) as at the date of the submission of this Proposal by the Company, and to the Company's reasonable knowledge, no event has occurred which constitutes or which, with the giving of notice, lapse of time or otherwise, would constitute a Default under or in respect of an Agreement;
- h) there is no suit, action, dispute, civil or criminal litigation, claim, arbitration or legal, administrative or other preceding or governmental investigation, including appeals and applications for review (collectively, "Suits"), to the best of its knowledge, pending or threatened against it that are related to the Services or that would materially or adversely affect the performance thereof. There are no facts known to it which are likely to give rise to any such Suits. There is not presently outstanding against the Company any judgment, execution, order, injunction, decree or rule of any court, administrative agency, governmental authority or arbitrator which affects the performance of the Services hereunder;
- i) all information, certificates, reports, budgets, schedules and/or statements furnished, or to be furnished, by or on behalf of the Company in connection with the Services present, or will present, fairly the information or statements contained therein, and are, or will be true and accurate in every material respect as at the dates or for the period indicated and omit, or will omit, no material fact necessary to make such information or statements or any of them not misleading;
- j) it understands the expectations and requirements of The Municipality of Grey Highlands and that it possess the skills, know-how and ability to satisfactorily meet such expectations and requirements to the standards required by The Municipality of Grey Highlands based on generally accepted principles for similar assignments and under equivalent circumstances;
- k) the Company is a resident of Canada for the purposes of the *Income Tax Act* (Canada);
- l) the statements in the Company's Proposal are true and the Company will comply fully with the representations, warranties, statements and undertakings made in the Proposal;
- m) this Proposal is made without any connection, comparison of figures or arrangement with or knowledge of any other Corporation, Firm or Person making a Proposal for the same work;
- n) no member of the Council and no officer or employee of The Municipality of Grey Highlands is, will be, or has, become interested, directly or indirectly, as a Contract in Party, Paternal, Stockholder, Surety or otherwise in, or in the performance of the Contract, or in the supplies, work, or business to which it relates, or in any portion of the profits thereof, or in any of the money to be derived there from.

DECLARED before me at the _____ (city, town, etc.) in the
Province of _____ this _____ day of _____, 20____

(Name of Firm)

Signing Officer (print)

Signing Officer (signature)

Witnessed by Notary Public or
Commissioner for Oaths

Witness

5.2 Agreement to Bond

Agreement to Bond

We, the undersigned hereby agree to become bound as Surety for:

in a Performance bond totalling 5 % of the total cost for contract or \$_____ conforming to the Contract hereto, for the full and due performance of the Services shown as described herein, if the Proposal for:

It is a condition of this Contract that if the above-mentioned Proposal is accepted, the successful Proponent shall submit to the Owner the required Performance Bond within 30 business days of Contract award.

DATED this _____ day of _____, 20_____.

Name of Bonding Company

Signature of Authorized Person Signing for Company

Company Seal

5.3 Agreement to Provide Irrevocable Standby Letter of Credit

Agreement to Provide Irrevocable Standby Letter of Credit

We, the undersigned Chartered Bank or Recognized Financial Institution, do hereby consent and agree to become bound to the Owner as Contract Surety for the Proponent:

(Name of Proponent)

(Address of Proponent)

The Irrevocable Standby Letter of Credit in the amount and form specified herein shall be maintained in good standing by the successful Proponent for the duration of and until the entire fulfilment of the Contract. Within each twelve (12) month period of the Contract, the successful Proponent shall submit a certificate to the Owner showing that the Irrevocable Standby Letter of Credit in the amount and form specified herein remains in effect.

As witnessed our Corporate Seal, testified by the hand of the proper Officer thereunto duly authorized.

(Name of Chartered Bank/Financial Institution)

(Address of Chartered Bank/Financial Institution)

Dated this _____ day of _____, 20____.

(Name and Title of Officer)

(Signature Under Corporate Seal)

Note: One copy of the completed Agreement to Provide Standby Letter of Credit shall become a part of the Request for Proposals submission and the other shall be retained by the Proponent/Chartered Bank/Financial Institution.

5.4 Statement of Insurability

In addition to Certificate of Insurance

Should the Proposal of _____ **(name of Proponent)**, dated _____, 2011, submitted in response to the RFP # ____ Curbside Waste and/or recyclable collection issued by The Municipality of Grey Highlands on Curbside Waste and/or recyclables collection be accepted, we, the undersigned, (the underwriter or Proponents) hereby verify to ensure that the _____ **(name of Proponent)** can obtain the types and values of insurance coverages outlined in Section 4.1.5 of this Request for Proposal:

I have authority to bind the Company.

(Signature)

Date

(Printed Name)

(Name of Company)

5.5 Addendum/Addenda Acknowledgement

The Proponent declares that it has obtained, read and included for the following Addenda in preparation of the Bid:

I/We the undersigned, acknowledge that I/we have received addendum/addenda No. _____ to _____ inclusive, and that all changes specified there in have been included in the prices submitted.

This offer is made this _____ day of _____, 2011.

Seals

Signatures of Witnesses _____

Signatures of Proponents _____

5.6 Bid Form #1: Company Profile

Provide the following details in the space provided:

1. Company details, size, number of employees, office locations.
2. Number of years in business.
3. Articles of Incorporation (ATTACH).

1. Company Name:

2. Office Location (s):

3. Company Leadership (names and contact information of senior officers in company):

i. Owner

ii. CEO/President (if applicable):

iii. CFO (if applicable):

iv. Manger/ Senior Officer:

v. Manger/ Senior Officer:

vi. Manger/ Senior Officer:

vii. Manger/ Senior Officer:

viii. Manger/ Senior Officer:

4. Number of Employees:

5. Number of Employees proposed to work with Municipality:

6. Recyclable collection facility location (if applicable):

7. Number of current contracts:

8. Years in Business:

9. Number of collection vehicles:

10. Number of collection vehicles to be used in contract with Municipality

11. Gross Annual Income:

12. Articles of Incorporation (**ATTACH**).

NOTE: If more space is needed, and for all attachments please attach any additional information to this bid form before submission and label the information *Bid Form # 1 Supplemental Information*.

5.7 Bid Form #2: Experience

Provide the following details in the space provided:

1. Waste management experience including experience undertaking curbside waste collection as specified in the RFP document
2. The value and size of three (3) past and current contracts;
3. The duration, location and collection methods (vehicles / number of streams collected etc.) utilized for the same three (3) past and current contracts.

1. Brief Description Waste Management Experience

Please attach a one to two page abstract of companies waste management experience to date, including work relative to the proposed by the Municipality of Grey Highlands in this RFP.

2. Past and Current Contracts

b) Contract #1:

Company/Municipality Name: _____

Location of Company/Municipality: _____

Contact Name and Title: _____

Contact Phone Number: _____

Duration of Contract: _____

Number of Households: _____

Nature of Contract (waste/recyclables/both): _____

Collection Method (vehicles / number of streams collected, etc.) _____

Value of Contract: _____

Problems, if any, that Arose with Contract: _____

Any Additional Pertinent information: _____

b) Contract #2:

Company/Municipality Name: _____

Location of Company/Municipality: _____

Contact Name and Title: _____

Contact Phone Number: _____

Duration of Contract: _____

Number of Households: _____

Nature of Contract (waste/recyclables/both): _____

Collection Method (vehicles / number of streams collected, etc.) _____

Value of Contract: _____

Problems, if any, that Arose with Contract: _____

Any Additional Pertinent information: _____

c) Contract #3

Company/Municipality Name: _____

Location of Company/Municipality: _____

Contact Name and Title: _____

Contact Phone Number: _____

Duration of Contract: _____

Number of Households: _____

Nature of Contract (waste/recyclables/both): _____

Collection Method (vehicles / number of streams collected, etc.) _____

Value of Contract: _____

Problems, if any, that Arose with Contract: _____

Any Additional Pertinent information: _____

NOTE: If more space is needed, and for all attachments please attach any additional information to this bid form by submission and label the information *Bid Form # 2 Supplemental Information*.

5.8 Bid Form #3: References

Provide the following details in the space provided:

Provide contact information for three or more past clients. The Municipality of Grey Highlands may contact any or all of the contacts provided by the Proponent or other representatives from past clients of the Proponent.

NOTE: If more space is needed, and for all attachments please attach any additional information to this bid form before submission and label the information *Bid Form # 3 Supplemental Information*.

c) Reference #1:

Company/Municipality Name:

Contact Name and Title:

Contact Phone Number:

Term of Contract:

Nature of Contract (waste/recyclables/both):

Number of Households:

d) Reference #2:

Company/Municipality Name:

Contact Name and Title:

Contact Phone Number:

Term of Contract:

Nature of Contract (waste/recyclables /both):

Number of Households:

e) Reference #3

Company/Municipality Name:

Contact Name and Title:

Contact Phone Number:

Term of Contract:

Nature of Contract (waste/recyclables /both):

Number of Households:

5.9 Bid Form #4: Certificates of Approval

Provide the following details in the space provided:

1. Provide copies of all Certificates of Approval required to perform the Work specified in the RFP **(ATTACH)**.
2. List Certificate of Approval Number(s) on this Bid Form.
3. Describe any orders/charges/violations to your company by the Ministry of Environment as the result of any contravention of the Environmental Protection Act over the past five (5) years. **(ATTACH)**

Certificates of Approval:

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____
- 6) _____
- 7) _____
- 8) _____
- 9) _____
- 10) _____

NOTE: If more space is needed please attach any additional information to this bid form before submission and the information *Bid Form # 4 Supplemental Information*.

5.10 Bid Form #5 – Organizational Plan

Provide the following details in the space provided:

1. Describe your proposed management of the collection program described in the RFP:
2. Proposed organizational structure including the name and resumes **(ATTACH)** for the following key individuals as they would relate to the Work undertaken as identified in the RFP:
 - a. District/Regional Manager(s)/Senior Executive Staff;
 - b. Senior Administration Staff;
 - c. Route Supervisor; and
 - d. Any other management staff.
3. If a specific person is not named for any of the above positions, the Proponent shall identify the position by title and description and list the key qualifications of the person who would ultimately hold the position.
4. Describe how the Work would be directly supervised to ensure daily completion and how sufficient personnel will be available to ensure daily completion of the Work. **(ATTACH)**

1. Overview of organizational plan for Municipal Waste and/or Recyclable Collection Contract

2. Proposed Organizational Structure

- a) **District/Regional Manager/Senior Executive Staff**
 - i) Name:
 - ii) Title with Company
 - iii) Years with Company

iv) Attach Resume

b) Senior Administration Staff

i) Name:

ii) Title with Company

iii) Years with Company

iv) Attach Resume

c) Route Supervisor

i) Name:

ii) Title with Company

iii) Years with Company

iv) Attach Resume

d) Any other management staff

Other Staff 1:

i) Name:

ii) Title with Company

iii) Years with Company

iv) Attach Resume

Other Staff 2:

v) Name:

vi) Title with Company

vii) Years with Company

viii) Attach Resume

Other Staff 3:

ix) Name:

x) Title with Company

xi) Years with Company

xii) Attach Resume

3. Describe how the Work would be directly supervised to ensure daily completion and how sufficient personnel will be available to ensure daily completion of the Work. (ATTACH)

NOTE: If more space is needed, and for all attachments please attach any additional information to this bid form before submission and label the information *Bid Form # 5 Supplemental Information*.

5.11 Bid Form # 6: Health and Safety Plan

Provide the following details in the space provided:

1. Describe or provide if applicable **(ATTACH)** your company's Health and Safety Policy..
2. Describe any orders/charges/violations to your company by the Ministry of Labour as the result of any contravention of the Ontario Health and Safety Act over the past five (5) years. **(ATTACH)**

NOTE: For all attachments please attach any additional information to this bid form before submission and label the information *Bid Form # 6 Supplemental Information*.

5.12 Bid Form # 7: Facilities

The proponent shall list the location of the facilities to be used under this contract including;

- ◆ Recyclable Processing/sorting facilities
- ◆ Waste processing/sorting facilities
- ◆ Storage Yard for fleet

The evaluation shall consider the travel time to the facilities and contingency plans for collection delays if facilities are not located within the Municipality of Grey Highlands.

Recyclable Processing/ Sorting Facility

- 1) Ministry of Environment Certificate Number for Processing

Facility: _____

Location: _____

Type of Material Processing:

Method of Material Processing:

Number of Employees: _____ Age of Facility: _____

Waste processing/sorting facilities

2) Ministry of Environment Certificate Number for Processing

Facility: _____

Location: _____

Type of Material Processing:

Method of Material Processing:

Number of Employees: _____ Age of Facility: _____

Storage Yard for fleet

3) Ministry of Environment Certificate Number for Processing

Facility: _____

Location: _____

Type of Material Processing:

Method of Material Processing:

Number of Employees: _____ Age of Facility: _____

NOTE: If more space is needed, and for all attachments please attach any additional information to this bid form before submission and label the information *Bid Form # 7 Supplemental Information*.

5.13 Bid Form #8 Vehicles and Equipment

Provide the following details in the table and space provided:

1. Collection vehicles (spec data sheet for each and every vehicle proposed to be supplied – new or used **(ATTACH)**)
2. Fleet maintenance plan **(ATTACH)**

Complete using the table below:

3. number of vehicles required to carry out the work, as described in the RFP;
4. age of all vehicles and equipment to carry out each of the services identified in the RFP;
5. type of vehicles and equipment that would be used to carry out the work;
6. compartment capacity of collection vehicles;
7. compaction ratio by waste stream;
8. proposed number of spare vehicles;

	Vehicle Make and Model	Year	Capacity (cu yd)	Split Ratio	Material(s) to be collected	Compaction Ratio(s)	Spare (yes or no)
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							

9.							
10.							
11.							
12.							

Complete using space below:

1. Indication of whether fleet will be dedicated to The Municipality of Grey Highlands: (Yes/No)
2. Will recycling vehicles be picking up single or double stream recyclables: (Yes/No)
3. Will the proponent, if picking up both waste and recycling, will the trucks be split to pick up both, if so what will be the split ratio:
4. Any other equipment necessary to carry out the proposed work
5. Supporting rationale/calculations to support the number of vehicles routinely required calculations to support management of seasonable tonnage increases and population growth over the term of the Contract.

The Proponent shall describe the vehicle they intend to use in order to perform the Work. No other vehicles shall be used to perform the Work unless permitted by The Municipality of Grey Highlands. The words “as required” or similar wording will not be sufficient to describe the vehicles.

NOTE: If more space is needed, and for all attachments please attach any additional information to this bid form before submission and label the information *Bid Form # 8 Supplemental Information*.

5.15 Bid Form # 9: Roads, Private and Unmaintained Roads Plan

Provide the following details in the space provided:

The Municipality has identified, to the best of their ability, a list of the private and unmaintained roads. Using this list, the contractor shall indicate which roads they deem safe and accessible for curbside waste and/or recycling collection. For those that are unserviceable, please state the reason why.

Contractors may **ATTACH** any additional roads, (private, unmaintained, no winter maintenance, and/or municipal roads) that they deem unserviceable. Please include in the table below.

Roads, Private or Unmaintained Road Name	Able to Provide Collection (Yes/ No)	If No Please Explain Why	Roads, Private or Unmaintained Road Name	Able to Provide Collection (Yes/ No)	If No Please Explain Why
1. Sideroad 10 C			31. Mary B's Lane		
2. Lakeshore Drive			32. Angus Avenue		
3. 4 th Line B			33. Harold Best Parkway		
4. South Shores			34. Portion of Peter St. (South of Elizabeth Dr.)		
5. Edgewood Drive			35. Greenview Dr.		
6. Pioneer Drive			36. Fenwick Lane		
7. Brooke Glade Drive			37. South View Lane		
8. Meadow Lane			38. Victoria Court		
9. Beaver Valley River Row			39. Green Acres		
10. Beaver Trail			40. Blue Mountain Maples Road		
11. Talisman Mtn. Dr. Portion			41. Windy Lane Drive		
12. Norivay Road			42. Sideroad 10 B		
13. Sunset Point			43.		
14. Island View Drive			44.		

Private or Unmaintained Road Name	Able to Provide Collection (Yes/ No)	Smaller Collection Vehicle will be used (Yes/No)	Private or Unmaintained Road Name	Able to Provide Collection (Yes/ No)	Smaller Collection Vehicle will be used (Yes/No)
15. Paradise Lane			45.		
16. MacDonald Road			46.		
17. Magee Lane			47.		
18. Hawthorne			48.		
19. Cedars Resort			49.		
20. Wiles Lane Portion			50.		
21. Valley Ridge Road			51.		
22. Sir William Lane			52.		
23. Flewelling			53.		
24. Lakeshore Boulevard			54.		
25. Gladys Way			55.		
26. Baliton Trail			56.		
27. Cedarwood Way			57.		
28. Pinewood Drive			58.		
29. Lakewood Drive			59.		
30. Sideroad 10 B Portion between Grey Rd. 7 and 7 th Line			60.		

NOTE: If more space is needed please attach any additional information to this bid form before submission and label the information *Bid Form # 9 Supplemental Information*.

5.16 Bid Form #10: Operating Plan

Provide the following details in the space provided:

Provide a proposed Operating Plan describing how your Company will provide the Service(s) your Company has elected to bid in this RFP as follows:

1. proposed routing of trucks for collection;
2. proposed vehicles to be used each day, and the number of vehicles to be used for collection;
3. proposed waste and/or recyclables disposal sites;
4. proposed days for collection, daily start and finish times;
5. plans to accommodate:
 - I. Fluctuations in quantity and type of waste stream through the addition/subtraction of materials.
6. Provide a proposal for the completion of a Waste Audit within the first year of the contract. This should include the number of homes assessed, method of audit, timeline, and cost

Provide the following details in the space provided:

1. Number of Days Total for Collection for Municipality: _____
2. Daily Groupings of Areas for Collection: (Use table below)

Day	Area(s) to be collected		
	Route/Road Names	Distance to travelled for Collection	Hours for collection (start and finish times)
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			

Provide the following details in the maps provided, include:

- I. Proposed Routing (draw on map)
- II. Day of Collection
- III. Daily start and finish times
- IV. Trucks to be used on each route
- V. Number of trucks to be used on each route

Artemesia Area Transportation Map

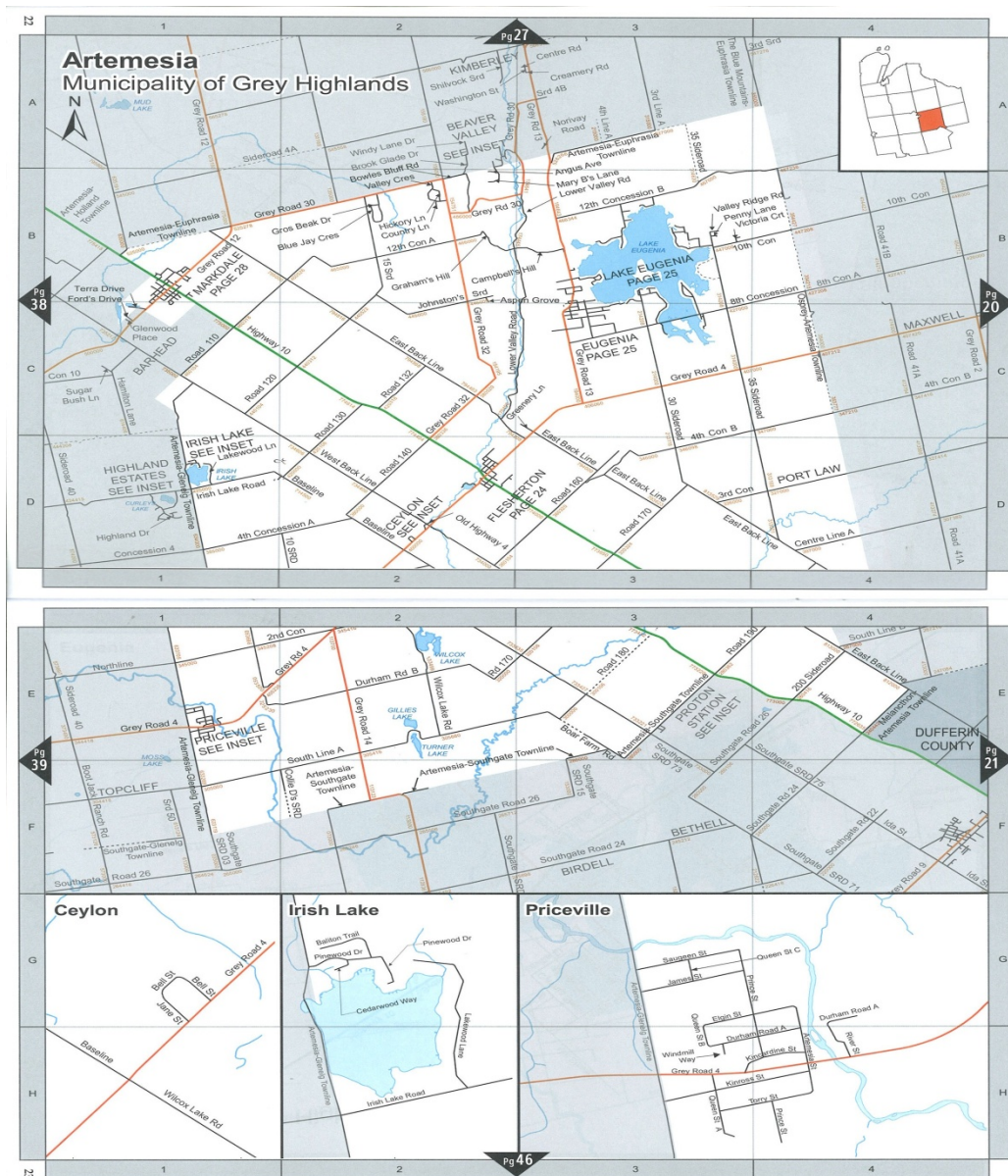
Day of Collection: _____

Daily Start and Finish Times: Start _____ & Finish _____

Truck (s) to be used on these routes: _____

Number of trucks to be used on each route: _____

Proposed Routing: Draw On Map



Euphrasia Area Transportation Map

Day of Collection: _____

Daily Start and Finish Times: Start _____ & Finish _____

Truck (s) to be used on these routes: _____

Number of trucks to be used on each route: _____

Proposed Routing: Draw On Map



Provide the following details in the space provided:

1. Proposed waste and/or recyclables disposal sites:

Waste Disposal Site: _____

Recyclable Disposal Site: _____

2. Plans to accommodate (if applicable)
 - I. Fluctuations in quantity and type of waste stream through the addition/subtraction of materials.
(ATTACH)
3. Provide a proposal for the completion of a Waste Audit within the first year of the contract. This should include the number of homes assessed, method of audit, timeline, and cost **(ATTACH)**

NOTE: If more space is needed, and for all attachments please attach any additional information to this bid form before submission and label the information *Bid Form # 10 Supplemental Information*.

5.17 Bid Form #11: Promotion and Education Plan

Provide the following details in the space provided:

Include your proposal for a Promotion & Education plan. This plan should indicate any tools the contractor may provide to assist the Municipality in improving the waste and/or recycling program. **(ATTACH)**

If applicable, the contractor should provide any samples of public education and promotion materials which they have used in other programs or would use in the future with the Municipality. **(ATTACH)**

NOTE: For all attachments please attach any additional information to this bid form before submission and label the information *Bid Form # 11 Supplemental Information*.

5.18 Bid Form #12: Communication & Complaints Management Plan

Provide the following details in the space provided:

1. Describe your intended method of regular communication with The Municipality of Grey Highlands through-out the course of the Contract. Describe how The Municipality of Grey Highlands will stay informed about collection matters arising, intended routing changes, other service changes, alterations and the like.
2. Provide a template for the following weekly, and monthly logs and forms to be provided to the Municipality throughout the course of the contract:
 - ◆ Refused waste and/or recyclables log
 - ◆ Damage/ Replacement of waste/recyclable container claim form
 - ◆ Collection log
 - ◆ Unresolved complaint/inquiry form
 - ◆ Complaint & inquiry log
3. Provide the Municipality with the name and contact information for the Route Supervisor for the contract who will be the main contact for the Municipality.
4. Provide two telephone lines for use in the contract, one for residents to call during business hours and one for the Municipality to contact from 7 am to 5 pm.
5. Describe procedures and communication flows, and the response of your Company to issues that may arise to impede collection, including weather conditions delaying or impeding collection services, and any other issues that may cause collection to not be 100% completed. A digital photo recording impassable roads must be provided when collection cannot be completed on specific roads.
6. For the purposes of the collection log, describe related tracking/recording procedures and how this will be communicated to The Municipality of Grey Highlands staff.
7. Describe your after-hours response procedure/protocol.

Provide the following details in the space provided:

Part One:

Describe your intended method of regular communication with The Municipality of Grey Highlands:

Main method of Communication (Email/ Telephone): _____

Contact Name (if not route supervisor): _____

Position in Company (if not route supervisor): _____

Phone Number: _____

Email Address: _____

Fax Number: _____

In the space provided below please describe how The Municipality of Grey Highlands will stay informed about collection matters arising, intended routing changes, other service changes, alterations and the like. Provide a step by step account of action steps to be taken:

Part Two:

Provide a template for the following weekly, and monthly logs and forms to be provided to the Municipality throughout the course of the contract: **(ATTACH)**

1. Refused waste and/or recyclables log

INCLUDE:

- i. Location of refused waste
- ii. Reason for refusal
- iii. Number of bags left
- iv. This log will be provided to the Municipality weekly, or daily if possible

2. Complaint & inquiry log

INCLUDE:

- i. A record of all inquiries and complaints logged with the contractor
- ii. A record of all telephone calls made to the contractor
- iii. This log will be provided to the Municipality weekly.

3. Collection log, once a month

INCLUDE:

- i. Number of stops made daily on collection routes
- ii. How many bags/ containers are collected
- iii. Any materials/ containers/ bags left behind
- iv. This log will be collected daily, but provided to the Municipality monthly

4. Damage/ Replacement of waste/recyclable contain claim form

INCLUDE:

- i. A log of all damage claims that come to the Contractor in regards to curbside pick up from the Municipality
- ii. All claims must be responded to in a timely manner, within two weeks of the claim being made
- iii. These must be provided to the Municipality at the end of each month, including a total of the number of waste/ recyclable containers replaced.

5. Unresolved complaint/inquiry form

INCLUDE:

- i. A record of any complaints/inquiries that have not been resolved after one month of action
- ii. Include a record of all communication between the contractor and person lodging the complaint
- iii. Include a record of any action taken thus far and any plans for future action.

Part Three:

Provide the Municipality with the name and contact information for the Route Supervisor for the contract who will be the main contact for the Municipality.

Route Supervisor: _____

Telephone Number: _____

Email Address: _____

After Hours Emergency Number: _____

Part Four:

Provide two telephone lines for use in the contract:

- 1. Complaint & Inquiry line for residents (to be operational during business hour 8:30-4:30). This number will be used by residents to report missing collection or log a complaint

Complaint Line: _____

2. Telephone number for Municipal staff (to be operational 7 am to 5 pm) for complaints, inquiries, and instructions from municipality (can be the same as above if applicable, but with Municipal Hours)

Municipal Line: _____

Part Five:

Describe below how your Company will communicate to issues that may arise to impede collection, including weather conditions delaying or impeding collection services, and any other issues that may cause collection to not be 100% completed to the Municipality. A digital photo recording impassable roads must be provided when collection cannot be completed on specific roads.

Inability to complete 100% of collection route:

Call Municipality within _____ hours

Communication Action Steps:

Part 6:

For the purposes of the collection log, describe related tracking/recording procedures and how this will be communicated to The Municipality of Grey Highlands staff:

Vehicle Tracking Procedure:

Method for Recording Collection (computerized/manual):

Part 7:

Describe your after-hours response procedure/protocol, including contact information and action steps.

NOTE: If more space is needed, and for all attachments please attach any additional information to this bid form before submission and label the information *Bid Form # 12 Supplemental Information*.

5.19 Bid Form #13: Business Interruption/Contingency Plan

Provide the following details in the space provided:

1. Describe any circumstance(s) where your Company has been unable to deliver any/some of the Work described in any past or current Contract arrangement (e.g., daily collection due to winter storm conditions); **(ATTACH)**
2. Describe the contingency your company implemented in that instance if and when it occurred; **(ATTACH)**
3. Describe the contingency plan your company would use if your Company is unable to deliver any/some of the Work under this contract; **(ATTACH)**
4. Describe your company's contingency plan for a larger scale/longer term business interruption e.g., work stoppage. **(ATTACH)**

NOTE: For all attachments please attach any additional information to this bid form before submission and label the information *Bid Form # 13 Supplemental Information*.

5.20 Bid Form #14: Other Submission Requirements (Environmental) – Recyclable Materials Collection Plan

Provide the following details in the space provided:

1. Using Section 2.10 **ATTACH** a list of all recyclable materials your company will **not** be able to collect from the Municipality, that the Municipality has stipulated collection for in section 2.10.
2. Aside from those items directed by the Municipality in Section 2.10, describe any additional materials that your Company may be able to collect as a part of their recyclable collection program to assist in increasing the diversion rate of the Municipality.
3. All materials must be able to both be collected through curbside collection and by processed for recyclable materials, and must not be transferred to a landfill site.

Additional Recyclable Material	Collection Frequency (Bi-weekly, Monthly, Quarterly, Yearly)	Facility to Accept Recyclable Material	Use for Processed Recyclable Material
1.			
2..			
3.			
4.			
5.			
6.			
7.			
8.			
9.			

NOTE: If more space is needed please attach any additional information to this bid form before submission and label the information *Bid Form # 14 Supplemental Information*.

5.21 Bid Form #15: Exceptions

As all of the conditions put forth in the RFP are aimed at the specific requirements of the Municipality of Grey Highlands this RFP and The Municipality of Grey Highlands is reluctant to accept exceptions that may impede the timely execution of the Contract. As a result, the extent of exceptions noted will factor into the proposal evaluation.

Proponents are advised that if they take exception to any of the requirements of this RFP, they shall, in their submission, state the nature of any exceptions proposed and must thoroughly describe them in this Bid Form which is specifically designated for discussion of exceptions. **(ATTACH)** Only exceptions noted in the designated Bid Form for these exceptions will be considered by The Municipality of Grey Highlands. Any other exceptions, whether stated or implied, will not be considered by The Municipality of Grey Highlands and the corresponding requirements of this RFP will be deemed to apply. The Municipality of Grey Highlands may accept, reject or negotiate any proposed exception at its sole discretion. Any exception accepted by The Municipality of Grey Highlands in writing will be deemed to be incorporated in the Proponent's Total Bid Price. **Proponents must provide the price adjustment to their bid for each proposed exception.**

NOTE: For all attachments please attach any additional information to this bid form before submission and label the information *Bid Form # 15 Supplemental Information*.

5.22 BID FORM #1: PRICE PROPOSAL FORM

BID OPTION 1

Municipality of Grey Highlands

- 1) WEEKLY CURBSIDE GARBAGE for the Municipality of Grey Highlands (delivery to Municipal Landfill Sites):

$$\begin{array}{ccccc} \$ & & \times & \underline{\quad 12 \quad} & = \$ \underline{\hspace{2cm}} \\ \text{Collection Cost} & & & \text{No. of} & \text{Annual Cost} \\ \text{Per Month} & & & \text{Months} & \end{array}$$

$$\begin{array}{ccc} \$ \underline{\hspace{2cm}} & \times 3 \text{ (No. Years)} & = \$ \underline{\hspace{2cm}} \\ \text{Annual Cost} & & \text{Total Cost For Contract} \end{array}$$

- 2) BI-WEEKLY CURBSIDE RECYCLABLE COLLECTION for The Municipality of Grey Highlands (delivery to Contractors Recyclable Processing Facility) :

$$\begin{array}{ccccc} \underline{\hspace{2cm}} & \times & \$ \underline{\hspace{2cm}} & = & \$ \underline{\hspace{2cm}} \\ \text{Tonnes/ year} & & \text{Cost Per Tonne} & & \text{Estimated Annual Cost} \end{array}$$

$$\begin{array}{ccc} \$ \underline{\hspace{2cm}} & \times 3 \text{ (No. Years)} & = \$ \underline{\hspace{2cm}} \\ \text{Estimated Annual Cost} & & \text{Total Cost For Contract} \end{array}$$

$$\text{Subtotal} = \$ \underline{\hspace{2cm}}$$

$$13\% \text{ HST} = \$ \underline{\hspace{2cm}}$$

$$\text{Total Estimated Contract Cost Total for Option 1} = \$ \underline{\hspace{2cm}} \\ \text{=====}$$

Company Name: _____

BID OPTION 2

Municipality of Grey Highlands

- 1) WEEKLY CURBSIDE GARBAGE COLLECTION SERVICE for The Municipality of Grey Highlands
(delivery to Waste Disposal Sites) :

$$\begin{array}{ccccc} \$ & & \text{X} & 12 & = & \$ \\ \text{Collection Cost} & & & \text{No. of} & & \text{Annual Cost} \\ \text{Per Month} & & & \text{Months} & & \end{array}$$

$$\begin{array}{ccc} \$ & \text{X 3 (No. Years)} & = \$ \\ \text{Annual Cost} & & \text{Total Cost For Contract} \end{array}$$

Subtotal = \$ _____

13% HST = \$ _____

Total Estimated Contract Cost Total for Option 2 = \$ _____
=====

Company Name: _____

Bid Option 3
Municipality of Grey Highlands

1) BI-WEEKLY CURBSIDE RECYCLABLE COLLECTION SERVICE for The Municipality of Grey Highlands (delivery to Waste Disposal Site):

\$ _____	X	_____ 12	=	—\$ _____
Collection Cost		No. of		Annual Cost
Per Month		Months		

\$ _____	X 3 (No. Years)	= \$ _____
Annual Cost		Total Cost For Contract

Subtotal = \$ _____

13% HST = \$ _____

Total Estimated Contract Cost Total for Option 3	=	\$ _____
		=====

Company Name: _____

5.23 PRICE PROPOSAL FORM #1:

Bid Option 1/2/3

Project: Waste and/or Recyclable Materials Curbside Collection Municipality of Grey Highlands

Project No.:

From (Proponent): _____

company name

street address or postal box number

city/town, province, and postal code

To (Owner): THE MUNICIPALITY OF GREY HIGHLANDS ,

Attention: Michele Freeling

206 Toronto St. S.

Unit 1 P.O. Box 409

Markdale, On

N0C 1H0

We, the undersigned, having read, understood and accepted the Bid Documents for the above-named Project, including Addendum Number(s) _____ to _____, hereby offer to perform the Work in accordance with the Bid Documents, for the price stipulated.

The Proponent is required to provide Bid Prices for the curbside collection of recyclable materials. Prices are to be as specified in the following tables:

Fuel Adjustment:

All areas of the contract shall use the fuel adjustment as outline below.

(Total Tendered Contract Price) X 15 % X (Canadian Price Index % increase/decrease over previous year for Diesel Fuel in Ontario*)

* As published by Statistics Canada

An annual index for fuel shall be applied to 15 % of the total monthly invoice. Where 15% represents the Contractor's base fuel costs and the index will protect the Contractor from increased fuel costs and benefits the Municipality during a lowering fuel commodity costs during the course of the Contract.

Bid Price

Total Bid Price \$\$

Company Name

Date

Signing Officer's Signature

Printed Name

We, the undersigned, declare that:

1. We have arrived at this Bid without collusion with any competitor;
2. This Bid is open to acceptance by the Owner for a period of _____ days from the date of Bid closing;
3. All Bid Forms and Forms called for by the Bid Documents form an integral part of this Bid; and
4. No member of the Owner's Council and no other officer or employee of the Owner is, will be, or has become interested, directly or indirectly, as a contracting party, partner, surety or otherwise in, or in the performance of the Contract, or in the supply, work, or business to which it relates, or in any portion of the profits thereof, or any of the money to be derived there from.

Signed and submitted by:

Dated this _____ day of _____, 20__.

Company Name

Signing Officer's Signature

Title of Authorized Signing Officer

Printed Name

Signature of Witness

Printed Name of Witness

Note: Affix corporate seal if applicable

5.24 PRICE PROPOSAL FORM #2

Waste Audit

Project: Waste and/or Recyclable Materials Audit Municipality of Grey Highlands

Project No.:

From (Proponent): _____

company name

street address or postal box number

city/town, province, and postal code

To (Owner): THE MUNICIPALITY OF GREY HIGHLANDS ,

Attention: Michele Freeling

206 Toronto St. S.

Unit 1 P.O. Box 409

Markdale, On

N0C 1H0

We, the undersigned, having read, understood and accepted the Bid Documents for the above-named Project, including Addendum Number(s) _____ to _____, hereby offer to perform the Work in accordance with the Bid Documents, for the price stipulated.

***The Proponent is required to provide Bid Prices for the curbside collection of recyclable materials.
Prices are to be as specified in the following tables:***

Bid Price

Total Bid Price \$\$

Company Name

Date

Signing Officer's Signature

Printed Name

We, the undersigned, declare that:

1. We have arrived at this Bid without collusion with any competitor;
2. This Bid is open to acceptance by the Owner for a period of _____ days from the date of Bid closing;
3. All Bid Forms and Forms called for by the Bid Documents form an integral part of this Bid; and
4. No member of the Owner's Council and no other officer or employee of the Owner is, will be, or has become interested, directly or indirectly, as a contracting party, partner, surety or otherwise in, or in the performance of the Contract, or in the supply, work, or business to which it relates, or in any portion of the profits thereof, or any of the money to be derived there from.

Signed and submitted by:

Dated this _____ day of _____, 20__.

Company Name

Signing Officer's Signature

Title of Authorized Signing Officer

Printed Name

Signature of Witness

Printed Name of Witness

Note: Affix corporate seal if applicable

Section 6

General Conditions

6. General Conditions

6.1 Contract Definitions

In the RFP and Contract Documents, the following words have the meanings indicated:

6.1.1 Definitions

“Additional Work” means work or materials not provided for in the Contract and not considered by The Municipality of Grey Highlands to be essential to the satisfactory completion of the Contract within its intended scope.

“Agreement”, “Collection Agreement” means the overall master Agreement between The Municipality of Grey Highlands and the Contractor for the provision of Services specified in the current including Schedule of Attachments and Addendum attached thereto.

“Applicable Laws” means all law, statutes, regulations, by-laws, codes, guidelines and policies having the force of law, Certificates of Approval, waste haulers’ certificates and other approvals, now or hereafter in existence having the force of law, that are relevant and applicable to the Work.

“Approved Container” means those containers described in section 4.2 of the Municipality’s Waste Collection and Mandatory Recycling By-Law 2011-60, and section 3.12.1 of this RFP.

“Audit” means a systematic examination to determine whether the Work of the Contractor complies with the arranged contractual requirements and whether these requirements are implemented effectively and are suitable to perform the Work.

"Authorized", "directed", “instructed”, "required", "requested", "approved", "ordered", "sanctioned", “submitted”, "considered", "satisfactory" and similar words or phrases shall, unless some other meaning is obvious from the context, mean respectively authorized, directed, instructed, required, requested, approved, ordered, sanctioned or considered by, or submitted or satisfactory to The Municipality of Grey Highlands .

“Bid Price”: The Bid Price is the monetary sum identified by the Proponent in its Price Proposal Form.

“Bid Forms” means the forms provided as part of the RFP that the Proponent must complete, sign as specified and submit with their Proposal.

“Change Order” means a written document authorizing changes to Services, as issued by The Municipality of Grey Highlands.

“Conditions” means all written material or printed descriptions outlining the conditions to which the Work, in compliance with the Specifications, is to be carried out under this Contract.

“Contract”, "Contract Documents" means the executed Agreement entered into between The Municipality of Grey Highlands and the Contractor covering the performance of the Work.

“Contract Prices” means the prices set out as Bid Price and Total Bid Price in the Price Proposal Form for which the Contractor will perform the Work.

“**Contractor**” means the person or persons who execute the Contract with The Municipality of Grey Highlands who have undertaken to carry out the Contract, and a reference to the Contractor includes its officers, directors, employees, agents and Sub-contractors.

“**Council**” means the Council of The Municipality of Grey Highlands.

“**Curbside**” means the edge of the travelled portion of the road (curb or shoulder).

“**Designated Official**” means the representative of The Municipality of Grey Highlands responsible for co-ordinating all aspects of the RFP process on The Municipality of Grey Highlands’ behalf.

“**Designated Sites**” mean the sites designated and approved by The Municipality of Grey Highlands where Waste Materials are to be delivered and sites designated by the Contractor where Recyclable Materials are to be delivered.

“**Dispute**” means any controversy, dispute or claim between the Parties in connection with, relating to, or arising out of the Agreement (including any question regarding its validity, interpretation or termination or the performance or non-performance of a Party) that cannot be resolved as specified in General Condition 6.33.

“**Equipment**” means the materials, machinery, vehicles, assemblies, instruments, devices or articles as the case may be, or components thereof, which are the subject of the Contract.

“**Multi-Unit dwelling**” means a detached building containing more than one but less than five (5) dwelling units, and includes a rooming house.

“**Municipality**” means a member (local) Municipality forming part of The Municipality of Grey Highlands for municipal purposes.

“**Municipal Waste Disposal Sites**” means the waste disposal sites owned and operated by the Municipality, at the following locations:

Artemesia Waste Disposal Site

113524 Grey Road 14 R.R.#3
Priceville, Ontario
N0C 1K0

Markdale Waste Disposal Site

775557 Highway 10
Markdale, Ontario
N0C 1H0

Osprey Waste Disposal Site

493926 Road 39
Maxwell, Ontario
N0C 1J0

“**Owner**” means The Municipality of Grey Highlands.

“Private Road” means any roadway that is not assumed by the Municipality of Grey Highlands, County of Grey or the Province of Ontario.

“Proponent” means the person or persons who respond to this RFP. A reference to the Proponent includes its officers, employees, agents and subcontractors.

“Proposal” means the Proponent’s response to this RFP.

“Reasonable”, “Reasonable Efforts” means “a level of effort which, in the exercise of reasonable judgment in the light of facts or circumstances known, or which should reasonably be known, at the time a decision is made, can be expected by a reasonable person to accomplish the desired result at a reasonable cost and in a manner consistent with industry standards and practices.

“Recyclable Materials” and/or **“Recyclables”** means those products accepted in the blue box program by The Municipality of Grey Highlands for diversion from landfill, including those that are currently accepted as well as those that may be added to the blue box program in the future as designated by the Municipality of Grey Highlands Waste Collection and Mandatory Recycling By-Law 2011-60, in section 4.38.

“RFP” means Request for Proposal.

“RFP Documents”: means the RFP and its Bid Forms, Forms, Schedule of Attachments, Addenda/Addendum, Collection Agreement and any other information issued for the benefit of Proponents to prepare and submit a Bid.

“Serviced Unit” means a single dwelling unit, a multi-unit dwelling, an Industrial, Commercial, Institutional (ICI) unit or Small Commercial Business which is located within a curbside collection area, as defined by the Municipality of Grey Highlands Waste Collection and Mandatory Recycling By-Law 2011-60, in section 4.43.

“Services” means all materials, equipment, fixtures, work, labour, supplies and acts required to be done, furnished and/or performed by the Proponent.

“Specifications” means all written descriptions, instructions or requirements in the Contract Documents pertaining to the method and manner of performing the scope and requirements of the Work, including those pertaining to the quantities and quality of the Work. The Schedules of the Specifications form part of the Specifications.

“Supervisor” means the Contractor’s full-time employee that is dedicated to the supervision of the Work to be performed under this Contract.

“Successful Proponent”, means the person or persons The Municipality of Grey Highlands selects as the result of this RFP process to execute a Contract with who have undertaken to carry out the Contract, and a reference to the Successful Proponent(s) includes its officers, directors, employees, agents and Sub-contractors.

“Unmaintained Roads” means any area or road or laneway that the Municipality does not provide maintenance on, either summer or winter.

“Unit Price” means the price per (stop or tonne) to collect Recyclable Material as agreed by the Contractor and The Municipality of Grey Highlands.

“Work”, “work”, “Works” or “works”, unless the context requires a different meaning, means all related services included, but not limited to the supply of all vehicles, equipment, labour, supervision, materials, facilities, services, permits, license and approvals required to complete the Contractor’s obligations under the terms and conditions of the Contract Documents, including all Additional Work, as herein provided.

References to the masculine or singular throughout the Contract Documents shall be considered to include the feminine and the plural, as applicable and vice versa as the context requires. The headings used in this Agreement have been inserted for convenience and ease of reference only and in no way limit, enlarge or define the scope of the meaning of any provision. All words and pronouns relating thereto shall be read and construed as to number, gender and tense as the context of each case requires, and the verbs shall be read and construed as agreeing with the required work and pronoun.

This RFP and Contract is subject to the definitions set out in the Municipality of Grey Highlands Waste Collection and Mandatory Recycling By-Law 2011-60, and they shall in no way contradict any definition or term used herein.

GENERAL CONDITIONS

6.1 Errors by Contractor

Changes, errors or mistakes made by the Contractor or the Contractor's agents, workers, or employees, either through carelessness or otherwise, shall be rectified by the Contractor, at the Contractor's expense or may be deducted from the monthly payments to the Contractor, by The Municipality of Grey Highlands.

6.2 Absence of the Municipality of Grey Highlands Delegate

In the absence of The Municipality of Grey Highlands Delegate any of The Municipality of Grey Highlands' staff whom The Municipality of Grey Highlands may designate to administer and enforce the Contract, shall have full power as The Municipality of Grey Highlands delegate for this Contract.

6.3 Contractor's Supervisor Absence

In the absence of the Contractor's Supervisor (whether permanent or temporary), the Contractor must provide and leave a competent and reliable agent or supervisor in charge for the Contractor and such persons shall be considered as acting in the Contractor's place, and all notices, communications, orders or instructions given or sent to or served upon such person shall be taken as served upon the Contractor.

6.4 Public Convenience & Safety

In carrying out the Work, or any portion thereof, the safety and convenience of the general public must always be specifically considered and provided for by the Contractor, who must not obstruct any street, thoroughfare or sidewalk, to any greater extent or longer than is absolutely necessary in the opinion of The Municipality of Grey Highlands .

6.5 Fire, Loss or Damage

The Municipality of Grey Highlands shall not in any manner be responsible for any loss or damage by fire or otherwise that shall or may happen to any equipment or buildings or any parts thereof respectively, or for any of the materials or other things used and employed in conducting the Work, or for any injury to any person or persons, including workers and the general public, or for any loss or damage of whatsoever nature or origin which may arise out of, or be occasioned by any cause connected with the Contract, or the Work done by the Contractor; and the Contractor shall indemnify, and hold harmless, The Municipality of Grey Highlands against same.

6.6 Changes to the Work

The Contractor agrees that The Municipality of Grey Highlands may at any time, add, delete or alter the items included as acceptable waste materials and/or recyclable material during the term of the Contract and as a result may order changes to the Work.

The Contractor's obligation to perform the Work shall be carried out such that any changes to the Work as directed by The Municipality of Grey Highlands which may result in adjustments to the price or performance of the Work, will be implemented co-operatively and to the satisfaction of The Municipality of Grey Highlands and shall supply such materials, equipment and employees as required to perform the Work as directed.

In each and every case where The Municipality of Grey Highlands requires the Contractor to perform Additional Work and for which the Contractor intends to claim additional payment, the Contractor is required to obtain a written order from The Municipality of Grey Highlands Representative stating that the same is additional and that The Municipality of Grey Highlands will negotiate a price adjustment. Prior to commencement of any Additional Work, The Municipality of Grey Highlands will clearly define the nature of such Additional Work and the amount the Contractor is to receive, or the terms under which same is to be.

The Contractor agrees to negotiate in good faith when proposing to deliver Additional Work and shall perform the adjusted collection services and any orders of The Municipality of Grey Highlands as if that Work had been part of the original Contract Documents.

The Municipality of Grey Highlands reserves the right to call competitive bids for any Additional Work.

6.7 Support & Cooperation

The Contractor's obligation to perform the Work shall be carried out such that any changes to the Work as directed by The Municipality of Grey Highlands which may result in adjustments to the delivery of the Work will be implemented co-operatively and to the satisfaction of The Municipality of Grey Highlands.

The Municipality of Grey Highlands reserves the right to expand, undertake or enter into additional contracts pertaining to the provision of waste management services.

6.8 Contact Management Meetings

Meetings shall be held between The Municipality of Grey Highlands and the Contractor to be scheduled on as close to an annually basis as is reasonably possible and on a schedule agreed to at the time of Contract award. The Municipality of Grey Highlands may request that the Contractor participate in additional meetings if The Municipality of Grey Highlands deems them so required. Meetings will be used as a basis to discuss and document any alteration in the scope of Work, contract performance issues; non-compliance with the Contract, and other matters such as applicable legislation, regulations, and by-laws, as well as review customer complaints, vehicle maintenance and other matters of the Contract.

6.9 Private Property

The Contractor shall ensure that it and its servants, agents, or employees do not trespass upon any private property, or enter on private property to carry out any of the work, unless an Agreement is in place between The Municipality of Grey Highlands and the property Owner, or directed to do so by The Municipality of Grey Highlands.

6.10 Auditing of the Work

The Municipality of Grey Highlands may arrange for periodic Audits of the Contractor's performance throughout the Contract term. The purpose of the Audit is to assist The Municipality of Grey Highlands to verify that the Contractor is performing all Work and is in compliance with the Contract. The Contractor shall co-operate with The Municipality of Grey Highlands and shall provide all reasonable access to work sites and associated Contract records. If The Municipality of Grey Highlands determines that the Contractor has not complied with any Contract provision then the Contractor agrees to immediately remedy this non-compliance and acknowledges that The Municipality of Grey Highlands may exercise any provisions of this Contract regarding non-performance or other rights and remedies available in law.

6.11 Certificates of Approval

The Contractor must hold a Provincial Certificate of Approval for a Waste Management System issued by the Ontario Ministry of the Environment before commencing the Work under this Contract and such Certificate shall remain in effect for the duration of the term of this Contract.

6.12 Labour

The Contractor will abide by the hours of work and minimum wage rates for occupations involved in accordance with the regulations of the Ministry of Labour or other appropriate legislation of the Province of Ontario. The Contractor shall inform The Municipality of Grey Highlands of any alleged violation(s) of employment standards which its employees file with the Ministry of Labour, the Human Rights Commission or any other Provincial or Federal agency and the Contractor will inform The Municipality of Grey Highlands of the final disposition of such cases.

6.13 Contingency Plan

The Contractor shall maintain throughout the term of this Contract and any renewals a written contingency plan for the Work (Bid From # 13), subject to the approval of The Municipality of Grey Highlands, that meets and complies with all terms and Conditions of the Contract Document and addresses alternative arrangements for the performance of the Work in the event of, but not limited to, equipment breakdown, a strike, severe weather conditions, fire or other service disruptions.

The Contractor shall provide a written contingency plan no later than thirty (30) days prior to the start of Work. The Contractor shall regularly monitor and update the contingency plan and shall notify The Municipality of Grey Highlands within 24 hours of any changes to the contingency plan.

The Contractor shall implement the contingency plan where necessary or at direction of The Municipality of Grey Highlands.

6.14 Delays

If delays to the Work occur and are caused by The Municipality of Grey Highlands or its agents, The Municipality of Grey Highlands will make allowances for such delays provided that, in the opinion of The Municipality of Grey Highlands, the claims are justified.

6.15 Representations & Warranties of the Contractor

The Contractor hereby represents and warrants, on a continuous basis, to The Municipality of Grey Highlands and acknowledges that The Municipality of Grey Highlands is entering into the Agreement in reliance on such representations and warranties:

The Contractor is a corporation validly subsisting under the laws of the jurisdiction of its incorporation. The Contractor has filed all annual returns and financial statements as required under the laws of the jurisdiction of its incorporation.

The Contractor has the corporate power and authority to carry on business as currently carried on by it. No act or proceeding has been taken by or against the Contractor in connection with the dissolution, liquidation, winding up, bankruptcy or reorganization of the Contractor;

The Contractor has the corporate power, authority and capacity to enter into the Contract and all other agreements and instruments to be executed by it as contemplated by the Contract and to carry out its obligations under the Contract and such other agreements and instruments. The execution and delivery of the Contract and such other agreements and instruments and the completion of the transactions contemplated by the Contract and such other Agreement and instruments have been duly authorized by all necessary corporate action on the part of the Contractor;

The execution, delivery or performance of the Contract and the fulfilment of its obligations herein do not and will not conflict with or result in a breach of:

- Any Laws and Regulations;
- Any of the terms or conditions of the contacting documents of the Contractor;
- Any significant Agreement, document or instrument to which the Contractor is a party or by which the Contractor is bound or to which any property of the Contractor is subject;

there is no action, suit, proceeding, claim, application, complaint or investigation in any court or before any arbitrator or before or by any regulatory body or governmental authority or non-governmental body pending or threatened by or against the Contractor which would materially affect its ability to enter into or perform its obligations pursuant to the Agreement; and, there is no factual or legal basis which could give rise to any such action, suit, proceeding, claim, application, complaint or investigation.

6.16 Representations & Warranties of the Municipality of Grey Highlands

The Municipality of Grey Highlands hereby represents, warrants, on a continuous basis, to the Contractor and acknowledges that the Contractor is entering into the Contract in reliance on such representations and warranties:

The execution and delivery of the Contract have been authorized by Council for The Municipality of Grey Highlands and such authorization has not been rescinded or otherwise modified;

the Contract has been authorized, executed and delivered by The Municipality of Grey Highlands and constitutes a legal, valid, and binding obligation of The Municipality of Grey Highlands, enforceable against it in accordance with its terms;

there is no action, suit, proceeding, claim, application, complaint or investigation in any court or before any arbitrator or before or by any regulatory body or governmental authority or non-governmental body pending or threatened by or against The Municipality of Grey Highlands which would materially affect its ability to

enter into or perform its obligations pursuant to the Agreement; and, there is no factual or legal basis which could give rise to any such action, suit, proceeding, claim, application, complaint or investigation.

6.17 Safety Requirements

The Municipality of Grey Highlands is committed to promoting health and safety in the workplace by preventing accidents, injuries and occupational illness.

All Work shall conform to the Occupational Health and Safety Act, R.S.O. 1990, c.321, as amended (hereinafter the "Act"). The Contractor shall at all times comply with the Act, Regulations, Industry Standards and Guidelines and shall be responsible for and take every precaution reasonable in the circumstances for the protection of all workers associated with the services being performed, whether employed by the Contractor, The Municipality of Grey Highlands or a third party and for the protection of the third parties. The Contractor acknowledges that it has read and understood the Act, Regulations, Industry Standards and Guidelines and that it has provided training in relation to the Act, Regulations, Industry Standards and Guidelines to its supervisors and employees.

The Contractor is responsible for the health and safety of its employees and shall provide appropriate protective equipment and training as required. The Contractor shall take all reasonable precautions necessary to ensure the safety of the general public.

The Contractor shall report all incidents and accidents to the Workplace Safety and Insurance Board and the Ministry of Labour, as applicable, and to The Municipality of Grey Highlands, as required or requested. All critical injuries, fatalities and legislated incidents shall be reported to The Municipality of Grey Highlands immediately. All incidents and accidents involving third parties shall be reported to The Municipality of Grey Highlands immediately.

The Municipality of Grey Highlands shall not to be deemed the employer of the Contractor nor its personnel under any circumstances whatsoever.

6.18 Payment

The Municipality of Grey Highlands shall pay the Contractor for the monthly collection cost in each calendar month at the Bid Price. The Municipality shall verify the monthly collection cost with the actual tonnes collected, monthly for recyclables, and semi-annually for waste collection, or as deemed necessary by the Municipality.

Payment to the Contractor shall be calculated by using the monthly collection Bid Price for collection. The Municipality may verify the monthly collection costs by examining the actual tonnage of Waste and/or Recyclable Material measured at The Municipality of Grey Highlands' designated facility(s) and/or the contractors facilities for recyclable materials. The Municipality of Grey Highlands shall pay the H.S.T. on the Bid Price.

The Contractor shall submit to The Municipality of Grey Highlands by the tenth (10) day of each month, an invoice for the Work performed under this Contract Agreement for the previous month. Where the tenth day falls on a Saturday, Sunday or Declared Holiday, the Contractor shall submit the invoice no later than the first business day following, the Saturday, Sunday or Declared Holiday. The Municipality of Grey Highlands shall issue payments for an invoice within thirty (30) days of receipt and acceptance of the invoice.

The Contractor shall not be entitled to any interest upon any invoice on account of delay in its approval by The Municipality of Grey Highlands or on account of a delay due to a dispute regarding an invoice submitted by the Contractor.

It is understood and agreed between the Parties that under no circumstances will any additional payments be made to the Contractor which are not specifically provided for in this Contract. All payments to the Contractor shall be made by cheque or by electronic transfer in Canadian funds unless otherwise noted.

6.19 Right to Retain Money

The Municipality of Grey Highlands may retain any monies due to the Contractor under this or any other contract with the Contractor, as may be necessary to protect The Municipality of Grey Highlands from any claims, including claims by third parties, arising out of the Contractor's performance or non-performance of this Contract.

6.20 Monies due the Municipality

All monies payable to The Municipality of Grey Highlands by the Contractor under any stipulation herein, or to the Workplace Safety Insurance Board, or otherwise as provided herein, may be retained out of any monies then due, or which may become due. These monies may be recovered from the Contractor or the Contract Performance Surety, or from any outstanding invoice payments then due. Any amounts payable to The Municipality of Grey Highlands, outstanding beyond 30 days, shall accrue interest at a rate of 5 % percent per month, compounded monthly.

6.21 Fuel Price Adjustments

The Contractor can apply for a diesel fuel cost adjustment but not sooner than one full year after commencement of this Contract. The diesel fuel cost adjustment. All areas of the contract shall use the fuel adjustment as outline below.

(Total Tendered Contract Price) X 15 % X (Canadian Price Index % increase/decrease over previous year for Diesel Fuel in Ontario*)

* As published by Statistics Canada

An annual index for fuel shall be applied to 15 % of the total monthly invoice. Where 15% represents the Contractor's base fuel costs and the index will protect the Contractor from increased fuel costs and benefits the Municipality during a lowering fuel commodity costs during the course of the Contract.

Although The Municipality of Grey Highlands will compensate for fuel consumption under this Contract, The Municipality of Grey Highlands will give preference to Proponents who incorporate innovative solutions to mitigate the impact of rising fuel prices and assist The Municipality of Grey Highlands in achieving its GHG emission reduction targets. This can include operational changes to the collection routes to increase efficiency (Bid Form # 10).

6.22 Insurance

The Contractor shall provide, maintain and pay for Comprehensive General Liability Insurance which shall include premises and operations liability, products liability, Contractor's contingency liability with respect to completed operations liability, and contractual liability, Standard Automobile and Non-owned Automobile Liability Insurance, and Environmental Liability insurance, all in accordance with the requirements set out herein and below. The insurance coverage shall be subject to limits of not less than \$ 5,000,000.00 inclusive per occurrence of bodily injury, death and damage to property including loss of us thereof for any one occurrence.

The Contractor shall insure all machinery and equipment used for the performance of the Work under this Contract. Such insurance shall be in a form acceptable to The Municipality of Grey Highlands and shall name The Municipality of Grey Highlands as additional insured and shall not allow subrogation claims by the Insurer against The Municipality of Grey Highlands.

The Contractor shall be responsible for all deductible amounts under the policies.

The Contractor shall provide original certificates of such insurance to The Municipality of Grey Highlands *before* commencing any Work associated with this Contract and thereafter as requested by The Municipality of Grey Highlands *during* the term of the Contract, including any renewals.

The Contractor shall maintain all insurance until the end of the term of this Contract, including any renewals, and all policies shall be endorsed to provide that the policy or policies will not be altered, cancelled or allowed to lapse without thirty (30) days prior written notice to The Municipality of Grey Highlands.

All insurance shall be subject to the satisfaction of The Municipality of Grey Highlands.

6.23 Liquidated Damages

In a case that the Contractor fails to perform the Work in accordance with the terms, Conditions and Specifications of the Contract, The Municipality of Grey Highlands shall give the Contractor notice as a written warning detailing the performance failure. Any subsequent occurrence of that same failure will result in the Contractor being assessed liquidated damages, as specified in section 3.3.4.

6.24 Contract Documents and Order of Precedence

The Contract document shall consist of:

- The executed Contract (the “Agreement”)
- Addenda to the RFP Document
- RFP document, including its Statement of Work, Instructions to Proponents, Bid Forms, General Conditions, Schedule of Attachments and other information provided as part of the RFP document
- The Proponent’s Proposal and any subsequent negotiated changes.

- These documents and portions thereof, take precedence in the order in which they are named above, notwithstanding the chronological order in which they are issued or executed.

- The successful bid shall become an integral part of the Contract. It shall not, however, be considered the total binding obligation for the Contract. Any and all bid conditions may be included at the discretion of The Municipality of Grey Highlands as part of the final negotiated and approved Contract.

- The Municipality of Grey Highlands **reserves the right** to include additional terms and conditions during the process of Contract negotiations. These terms and conditions shall be within the scope of the original bid document and contract documents and shall be limited to cost, clarification, definition and administrative and legal requirements.

6.25 Compliance with Applicable Laws & Statutes

The Contractor shall comply with all Applicable Laws in the performance of the Work.

The Contractor represents and warrants that it is familiar with all Applicable Laws which in any manner affect the Work, its employees, facilities or equipment used in the Work or which in any way affect the conduct of the Work. No plea of misunderstanding or ignorance will be considered by The Municipality of Grey Highlands.

The Contractor shall obtain at its own expense and shall remain in compliance with all licences, approvals and permits and shall provide, at the request of The Municipality of Grey Highlands, proof of all licences, approvals and permits required by Government Departments, Ministries and Agencies, having jurisdiction over the Work set out in this Contract. Further, the Contractor shall comply with all work orders that may be issued by Government Departments, Ministries and Agencies.

6.26 Commencement & Completion

The Work shall not be commenced, nor shall any material be procured, until the Contractor has signed the Contract, and obtained or received a written order, or orders, to commence the same, signed by The Municipality of Grey Highlands, and it shall thereupon be commenced on the date directed in The Municipality of Grey Highlands and continuously carry onto completion, (subject as herein provided), and shall be completed within the period provided, counting from the date of commencement.

The Work included in the Contract, and every part thereof, shall be conducted by the Contractor within the terms stated from the date directed by The Municipality of Grey Highlands.

This Contract will commence on December 1, 2011, and continue to be in force thereafter until November 31st, 2014 with the right of renewal by The Municipality of Grey Highlands for up to one year immediately thereafter. Any such extension shall be on the same terms and Conditions of the original Contract. Should The Municipality of Grey Highlands decide to extend the Contract, The Municipality of Grey Highlands shall inform the Contractor in writing no later than three (3) months prior to the end of the Contract. The Municipality of Grey Highlands has no obligation to extend the Contract or any portion of the Contract.

6.27 Indemnification & Hold Harmless Provisions

The Contractor shall indemnify and hold harmless The Municipality of Grey Highlands and its officers and agents from all claims relating to labour and equipment furnished for the Work; and to inventions, copyrights, trademarks, or patents, and rights thereto, used in doing the Work and in the subsequent use and operation of the Work or any part thereof upon completion. In carrying out the service from its inception, and until final completion of the same, the Contractor shall cause as little injury or damage as possible to any property, public or private, or to any sidewalks, roadways, curbs, gutters, hydrants, boulevards, grass plots, siding, trees, shrubs, or any other structures, works or things in the vicinity of the Work or elsewhere; and, except as otherwise provided in the Contract, where injury or damage is done, the Contractor must make good the same, at the Contractor's own expense, in the manner directed by, and to the satisfaction of, The Municipality of Grey Highlands .

The Contractor shall be responsible for any and all damages, losses or claims for damage to property, damages for injuries, or accidents done or caused by its employees, servants or agents, or resulting from any of the Contractor's operations or actions, or from any materials, or equipment used therein, or which may happen by reason thereof, or arising from any failure, neglect or omission on its part, or on the part of any of its employees, to do or perform any or all of the several acts or things required to be done by the Contractor or them under any of these Conditions, and covenants and agrees to hold The Municipality of Grey Highlands and its officers, agents and representatives harmless and indemnified for all such damages; and in case of the Contractor's failure, neglect or omission to observe and perform faithfully and strictly, all the provisions of these Conditions, The Municipality of Grey Highlands may, either with or without notice (except where in these Conditions, notice is specifically provided for, and then upon giving the notice therein provided for), take such steps, procure such material, plant, vehicles and workers, and do such work or things as they may deem advisable towards carrying out and enforcing the same, and any and all expenses so incurred may be deducted or collected by The Municipality of Grey Highlands under the provisions hereof, and any such action that The Municipality of Grey Highlands is herein empowered to take shall not in any way relieve the Contractor or its surety from any liability under the Contract.

6.28 Notice

In any circumstance where The Municipality of Grey Highlands identifies a breach in the Contractor's performance of the Work, The Municipality of Grey Highlands shall provide the Contractor with a general description of the breach, the section of the Contract on which The Municipality of Grey Highlands relies and the location, where applicable, where the breach occurred.

Any notice permitted or required to be given to the Contractor or The Municipality of Grey Highlands in respect of the Work under this Contract, shall be deemed to have been given to that party and received:

On the date of delivery if hand delivered prior to 5:00 p.m.; on the next regular business day after transmission if sent by electronic mail or by facsimile transmission; or on the fifth (5) day after the date of mailing if mailed.

The address for The Municipality of Grey Highlands is:

The Municipality of Grey Highlands
Transportation and Environmental Services Department
206 Toronto St. S
Unit 1 P.O. Box. 409
Markdale, On
N0C 1H0

The address for the Contractor is the address as shown in the Contractor's Proposal or any address or location where the Contractor regularly carries on business.

The Contractor shall notify The Municipality of Grey Highlands of any change in address no later than five (5) days prior to the date such change takes effect.

6.29 Permits & Licenses

The Contractor shall obtain and pay for all necessary permits or licences required for the execution of the Work. The Contractor shall give all necessary notice and pay all fees required by law and comply with all laws, ordinances, rules and regulations relating to the Work, the preservation of public health and safety, and to labour relations.

6.30 Governing Law

The Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada as applicable.

6.31 Bribery

Should the Contractor or any of the Contractor's agents give or offer any gratuity to or attempt to bribe any member or officer of The Municipality of Grey Highlands, The Municipality of Grey Highlands shall be at liberty to cancel the Contract forthwith, or to take the whole or any part of the Work from the Contractor, under the same provisions as those specified in "Termination of Contract".

6.32 Liens

The Contractor, its surety and respective heirs, executors, administrators, successors, and assigns, each and any of them, and all other parties in any way concerned, shall fully indemnify The Municipality of Grey Highlands and all its officers, servants and employees from any and all liability or expenses by way of legal costs or otherwise in respect to any claim which may be made for a lien or charge at law or in equity or to any claim or liability or attachment for debt, garnishee or other collection process. The Municipality of Grey Highlands *may*, at any time, withhold from the Contractor an amount sufficient to pay any and every lien or claim against the work of which it has notice, and shall deduct the amount thereof from monies due to the Contractor until the matter is resolved and the lien or claim is released. The Municipality of Grey Highlands *shall* not in any case be liable to any greater extent than the amount owing at that time under contract by it to the Contractor.

6.33 Dispute Resolution

Any dispute or disagreement of any kind whatsoever arising out of the Contract or Work shall not be ground for delay in the completion of the Work but shall be referred by the Contractor in writing to The Municipality of Grey Highlands Representative, not later than ten (10) working days after the Contractor becomes aware of the circumstances giving rise to such dispute or disagreement. The Municipality of Grey Highlands Representative will not settle a claim with respect to any dispute until such time as the party has submitted a single written claim, containing a concise statement of the relevant facts including the extent and value of the claim, any impact in the Contract and the relevant sections of the Contract.

To commence negotiations under this Section, any Party may send a notice to the other Party of a Dispute which has not been resolved in the ordinary course of business. The notice shall include a statement of the Party's position and the name and title of the representative of the Party who will attend the resolution

meeting. The Party receiving such a notice shall within 10 days deliver a response setting out its position and the name and title of the representative of the Party who will attend the resolution meeting.

Within 20 days of delivery of a Notice of Dispute, a meeting shall be held between the Parties at a mutually satisfactory time and place. At the meeting, the Parties will attempt in good faith to negotiate a resolution of the Dispute. If the Parties have not succeeded in negotiating a resolution of the Dispute within 10 days after such meeting or if a meeting is not held within 20 days of the disputing Party's notice, the Dispute shall be submitted to mediation.

The parties may agree to utilize the services of an independent third party mediator or expert who shall be mutually agreed upon by the parties. The Parties will bear equally all costs of the mediation. The mediator or expert shall be knowledgeable of the issues related to the dispute. The mediator or expert shall meet with the parties together and separately, as necessary. The mediator or expert shall provide, without prejudice, a non-binding recommendation for settlement. Each party shall bear its own costs of mediation and the cost of the mediator or expert shall be shared equally by the parties.

The parties may agree to submit disputes to binding arbitration and if the parties so agree then the dispute shall be submitted to arbitration in accordance with the provisions of the Arbitration Act, 1991, S.O. 1991, c. 17.

6.34 Termination of the Agreement

The Municipality of Grey Highlands shall have the right to terminate the Agreement in the Event of Default or an Extraordinary Event of Default of the Contractor, as hereinafter defined;

The occurrence of any of the following shall be an Event of Default under the Agreement:

- If the Contractor fails to operate in accordance with the terms of the Agreement, except as a result of an event of Force Majeure;
- if either Party breaches a representation or warranty to the Agreement, except as a result of an event of Force Majeure, where such breach is not cured by the defaulting Party within 10 days of the delivery of notice specifying the breach, or, where such breach is not capable of cure within such 10 day period, the defaulting Party has not in good faith commenced and exerted its Reasonable Efforts to remedy such default within such 10 day period; or
- Non-compliance with any other provisions of the Agreement.

The Municipality of Grey Highlands and Contractor agree that The Municipality of Grey Highlands may terminate this Contract for any reason whatsoever, by giving one hundred and twenty (120) days written notice to the Contractor of such intent. The Contractor shall not be entitled to any monetary compensation of any kind resulting from The Municipality of Grey Highlands' termination of the Contract for any reason.

- Notwithstanding any other provision in this Contract, the parties agree that, at the option of The Municipality of Grey Highlands, the Contract, or any part thereof, may be terminated on twenty-four (24) hours written notice to the Contractor pursuant to General Conditions 6.28 "Notice", in the event that the Contractor:
 - Declares its inability to pay debts as they generally become due;
 - Is adjudged or adjudicated bankrupt or insolvent;
 - Becomes subject to or requests any benefit or exemption relating to any provision or enactment concerning bankruptcy or insolvency;
 - Withholds any funds payable to The Municipality of Grey Highlands;
 - Abandons the Work under this Contract;
 - disregards any laws, by-laws, rules, regulations, standards, approvals or orders of any of the authorities having jurisdiction, including without restricting the generality of the foregoing, the directives of the Commissioner;
 - Gives or offers any gratuity to or attempts to bribe any member of Council, officer or servant of The Municipality of Grey Highlands and Local the Municipality of Grey Highlands;

- Fails to adhere to the Contract and in particular commits repeated infractions in the performance of the Works.

In the event that The Municipality of Grey Highlands terminates all or part of the Contract, The Municipality of Grey Highlands may take any steps to secure the completion of the Work and any damages or extra expenditures thereby incurred by The Municipality of Grey Highlands may be collected in the manner provided for in General Conditions 6.19 "Right to Retain Monies", and/or General Conditions 6.35 "Remedies."

In the event The Municipality of Grey Highlands relieves the Contractor of a portion of the Works, as herein provided, it shall in no way affect the obligations of the Contractor with respect to the remainder of the Work.

In the event that The Municipality of Grey Highlands exercises its right to terminate the Contract, then the Contractor shall be paid by The Municipality of Grey Highlands for only those Works performed up to the date of termination that have been pre-approved by The Municipality of Grey Highlands. Any representation or warranty given by the Contractor shall survive beyond termination of this Contract.

6.35 Remedies

The rights and remedies of The Municipality of Grey Highlands as set forth in any provision of the Contract shall not be exclusive and are in addition to any other rights or remedies provided by law or in equity or pursuant to the provisions of the Contract. The exercise of any remedy provided by the Contract does not relieve the Contractor or its sureties from any liability remaining under the Contract.

The Municipality of Grey Highlands may take such steps as deemed necessary to remedy any breach of Contract and any damages or expenditures thereby incurred by The Municipality of Grey Highlands plus a reasonable allowance for administrative, legal, and other costs or disbursements may be collected in the manner provided for in General Condition 6.20 "Monies Due The Municipality of Grey Highlands".

6.36 Force Majeure

"Events of Force Majeure" Defined

"Force Majeure" means any event which wholly or partly prevents or delays the performance of any obligations arising under the Agreement only if and to the extent:

- Such event is not within the reasonable control, directly or indirectly, of the Party affected;
- Such event, despite the affected Party's use of Reasonable Efforts, cannot be, or cannot be caused to be, avoided by the affected Party;
- The affected Party utilizes Reasonable Efforts to avoid, mitigate or eliminate the effect of such event on such Party's ability to perform its obligations under the Agreement; and
- Such event is not the direct or indirect result of the affected Party's negligence, wilful misconduct or breach of the Agreement (whether declared or not).

Subject to the foregoing, Force Majeure shall include any of the following:

- A blockade, insurrection, riot, civil disturbance or disobedience, kidnapping, public disorder, rebellion, violent demonstration, revolution or sabotage, acts of God;
- Any effect of unusual natural elements, including pestilence, epidemic, volcanic eruption, landslide, earthquake, flood, lightning, unusually severe storm, or similar cataclysmic occurrence or other unusual natural calamity;
- A fire, explosion or accident;
- Labour difficulties, including general strikes, lockouts or other collective or industrial action by workers or employees;
- Changes in applicable Laws and Regulations;

- The unavailability of goods or services required by the affected Party to fulfill its obligations under the Agreement provided that market conditions affecting the price of goods or services shall not constitute an event of Force Majeure.

Event of Force Majeure

Except as expressly provided under the terms of the Agreement, neither Party to the Agreement shall be liable to the other Party for any fees, losses, damage or delay to the extent it results from an event of Force Majeure as defined in this clause.

The Contractor shall complete the Work to the fullest extent and capacity possible, notwithstanding the occurrence of any event of Force Majeure.

Notwithstanding any other provision of the Agreement, should any event of Force Majeure prevent the Work, The Municipality of Grey Highlands may deliver collection services in any manner in which The Municipality of Grey Highlands sees fit, and, so long as the Work cannot continue by the Contractor as a result of an event of Force Majeure, The Municipality of Grey Highlands shall not be liable to the Contractor for any fees or any other moneys as a result of any such action, and the Contractor shall not make any Claim with respect to a Force Majeure event which prevents the Contractor from undertaking the Work with respect to the time the Work was not undertaken by the Contractor as the result of such Force Majeure.

Either Party may terminate the Agreement in the event that an occurrence of any event of Force Majeure results in the inability of a Party to carry out its obligations for a period in excess of 90 days, or both Parties may agree to terminate at an earlier date.

6.37 Servicing of Private Accounts

Under no circumstances shall vehicles used in carrying out the work of this Contract engage in collection from private accounts. If a vehicle used in carrying out the Contract is found collecting private accounts or making other collections that are not included in the Contract, The Municipality of Grey Highlands shall be entitled to liquidated damages as set out in Section 3.3.4 and further to terminate the Agreement in accordance with the provisions of the Contract.

6.38 Severability

Each and every paragraph of the Contract and terms and Conditions of the Agreement is severable one from the other. Should it be found by a court of competent jurisdiction that any one or more paragraphs herein are null and void; the validity of the remaining paragraphs hereof shall not be affected.

6.39 Quantities & Measurements of Quantities

The quantities and information set out in the Schedule of Attachments and Scope of Work are approximate only and are for the sole purpose of indicating to the Contractor the general magnitude of the Work to be performed. The Municipality of Grey Highlands does not ensure the accuracy of the information and the Contractor shall not make any claim against The Municipality of Grey Highlands or seek additional payment for damages or extra work caused by the Contractor relying upon such quantities and information. The Contractor shall satisfy itself as to the nature of the Work and all matters that can in any way affect the performance of the Work.

6.40 Books, Payrolls, Accounts, and Records

The Contractor shall maintain and keep sufficiently complete and accurate books, payroll, accounts and records relating to the performance of the Contract to permit their verification and audit and they shall have no claim to payment unless such books, payrolls, accounts and records have been so maintained and kept.

The Municipality of Grey Highlands may inspect and audit the books, payrolls, accounts and records of the Contractor as it pertains to this Contract at any time during the period of the Contract and thereafter, as

deemed necessary, and the Contractor shall supply certified copies of payrolls and other records as required whenever requested by The Municipality of Grey Highlands .

The Contractor shall preserve all original books, payrolls, accounts, and records relating to the performance of the Contract or to claims arising therefrom, for a period of three (3) years after the end of the term of the Contract and any extensions or the final settlement of all claims, whichever is longer.

6.41 Invoice Requirements

On all invoices, the Contractor shall provide the following information, failing which; The Municipality of Grey Highlands may withhold payment:

- H.S.T. content for each article on a mixed supply;
- Total H.S.T. charged (or included);
- Contractor's G.S.T. number;
- Contractor's Name and Address;
- Date of Invoice;
- Period which the Invoice represents;
- Complete goods and/or services description;
- Contract Reference Number;
- Unique invoice number and identification of revised invoices.

6.42 Assignment

It is mutually agreed and understood that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of their Contract, or their right, title, or interest therein, or their power to execute the Contract, nor of any part or the whole of any monies due or to become due under the provisions of this Contract, to any other person, firm, company or corporation without the previously written consent of The Municipality of Grey Highlands which may unreasonably be withheld.

6.43 Enurement

This Contract shall endure to the benefit of and are binding upon the parties hereto and their respective administrators, successors and permitted assigns.

6.44 Amendment

No change or modification of the Contract shall be valid unless it is in writing and signed by the Contractor and The Municipality of Grey Highlands.

6.45 Waiver

The failure of The Municipality of Grey Highlands to insist in one or more instances upon the performance by the Contractor of any term or terms of this Contract shall not be construed as a waiver of future performance of any such term or terms and the obligation of the Contractor with respect to such a future performance shall continue in full force and effect.

Section 7

Supplemental RFP Documentation

Schedule A

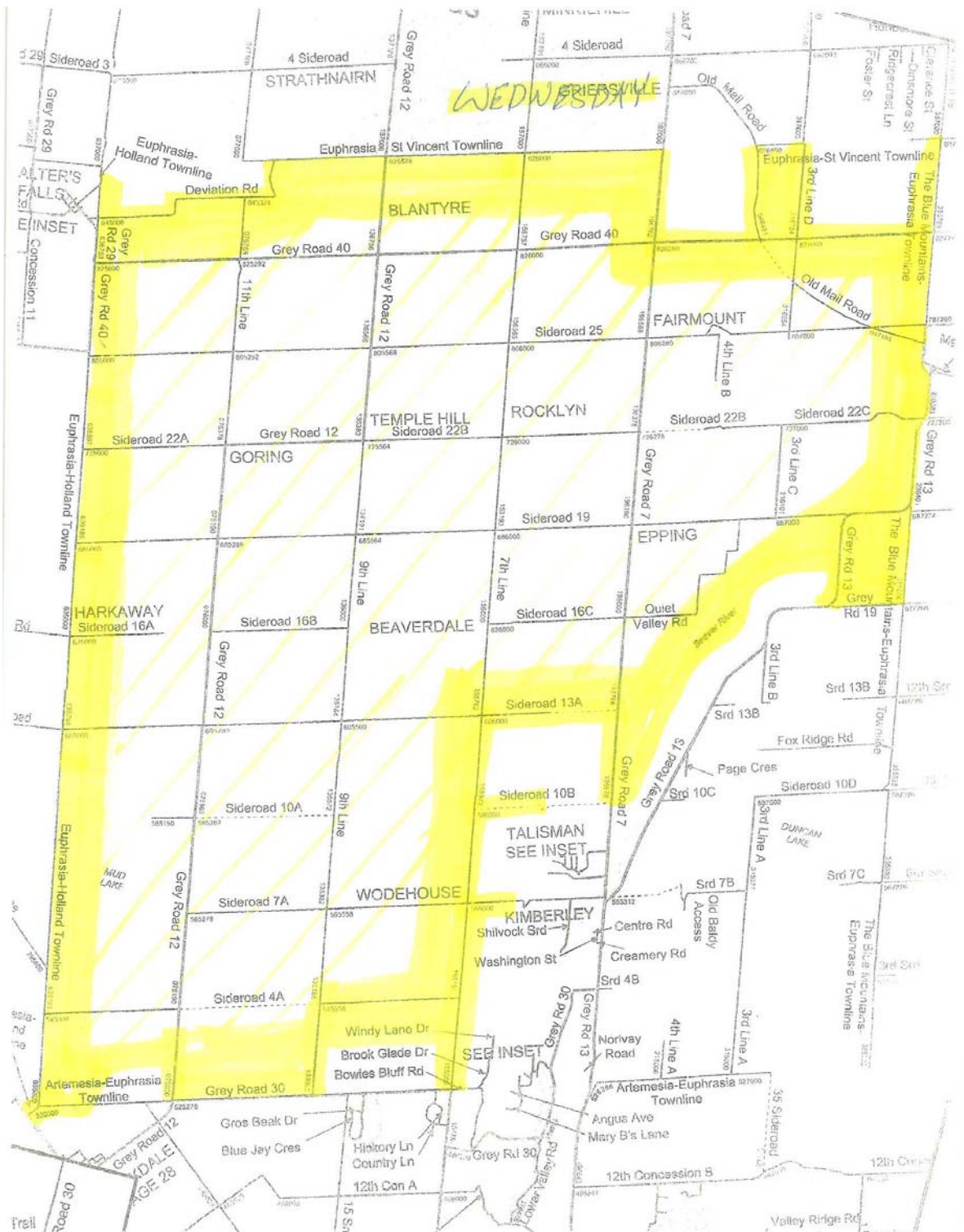
Background & Detailed Information for Geographic Areas Collection Schedule

Current Collection Program

1. The Municipality of Grey Highlands has four local areas, former Artemesia, former Euphrasia, former Osprey and the former Village of Markdale.
2. In The Municipality of Grey Highlands, residential households receive Garbage collection once a week (3 bag limit), and Recyclable Material (Blue Box) collection every other week.
3. Collection is based on a Monday to Friday schedule commencing at 7:00 a.m. and is to be completed by 6:00 p.m.
4. Waste and Recyclable materials are collected Monday through Friday through the Municipality according to the following schedule:
 - i. Monday: Lake Eugenia and Beaver Valley Area (see Map 1)
 - ii. Tuesday: Artemesia (see Map 2)
 - iii. Wednesday: Euphrasia (see Map 3)
 - iv. Thursday: Town of Markdale, Village of Flesherton and Priceville (see Map 4)
 - v. Friday: Former Osprey (see Map 5)
5. The proponents shall base their price proposals on collection from all these areas. However, proponents may suggest a more efficient collection schedule in Bid Form #10.
6. Additionally, attached are Maps depicting the current collection routes within the Municipality. More detailed road maps are also attached (Map 6-8) for the proponents use in route assessment.

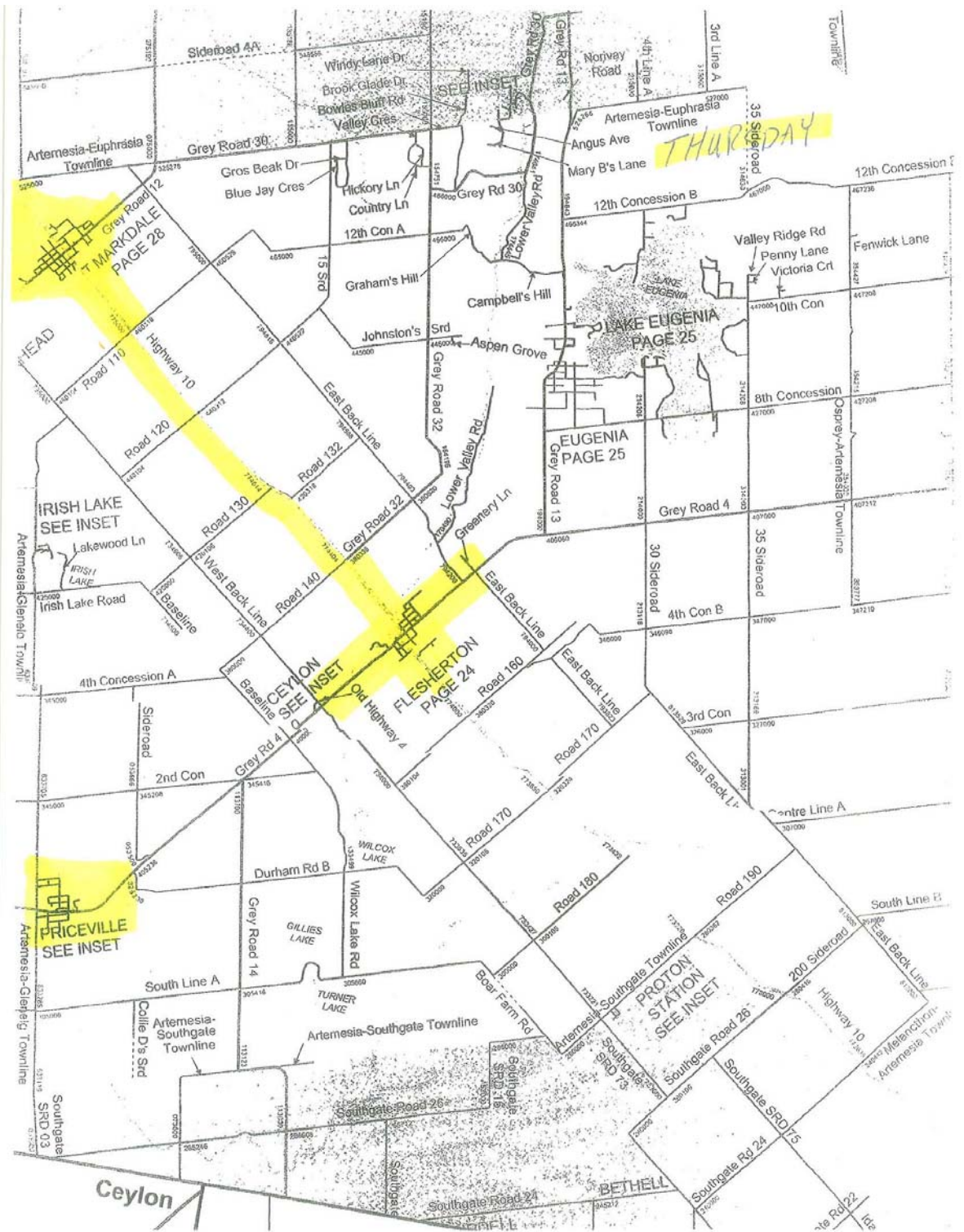
Map Three:

Collection Day 3, Wednesday, Euphrasia Area

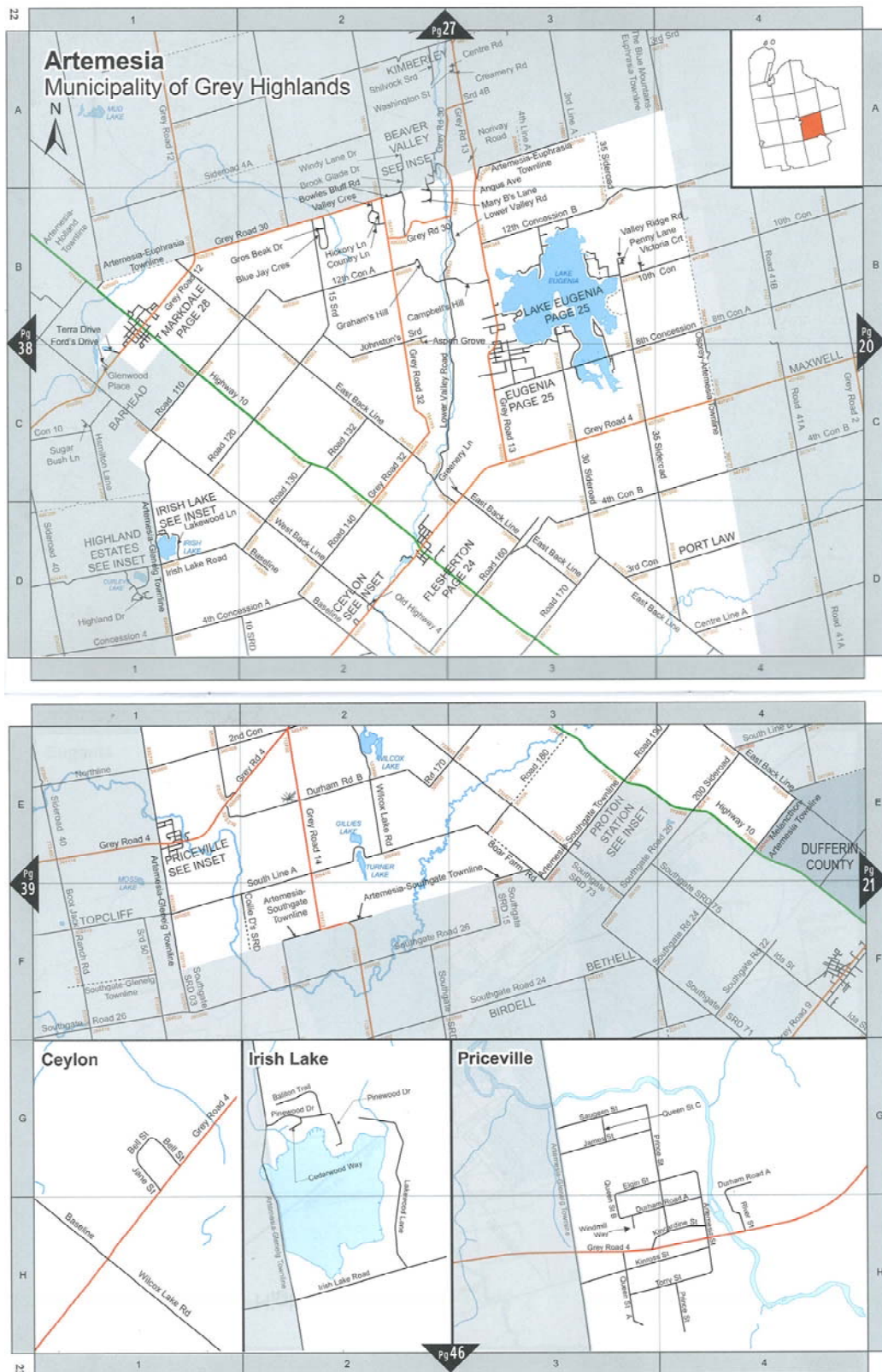


Map Four:

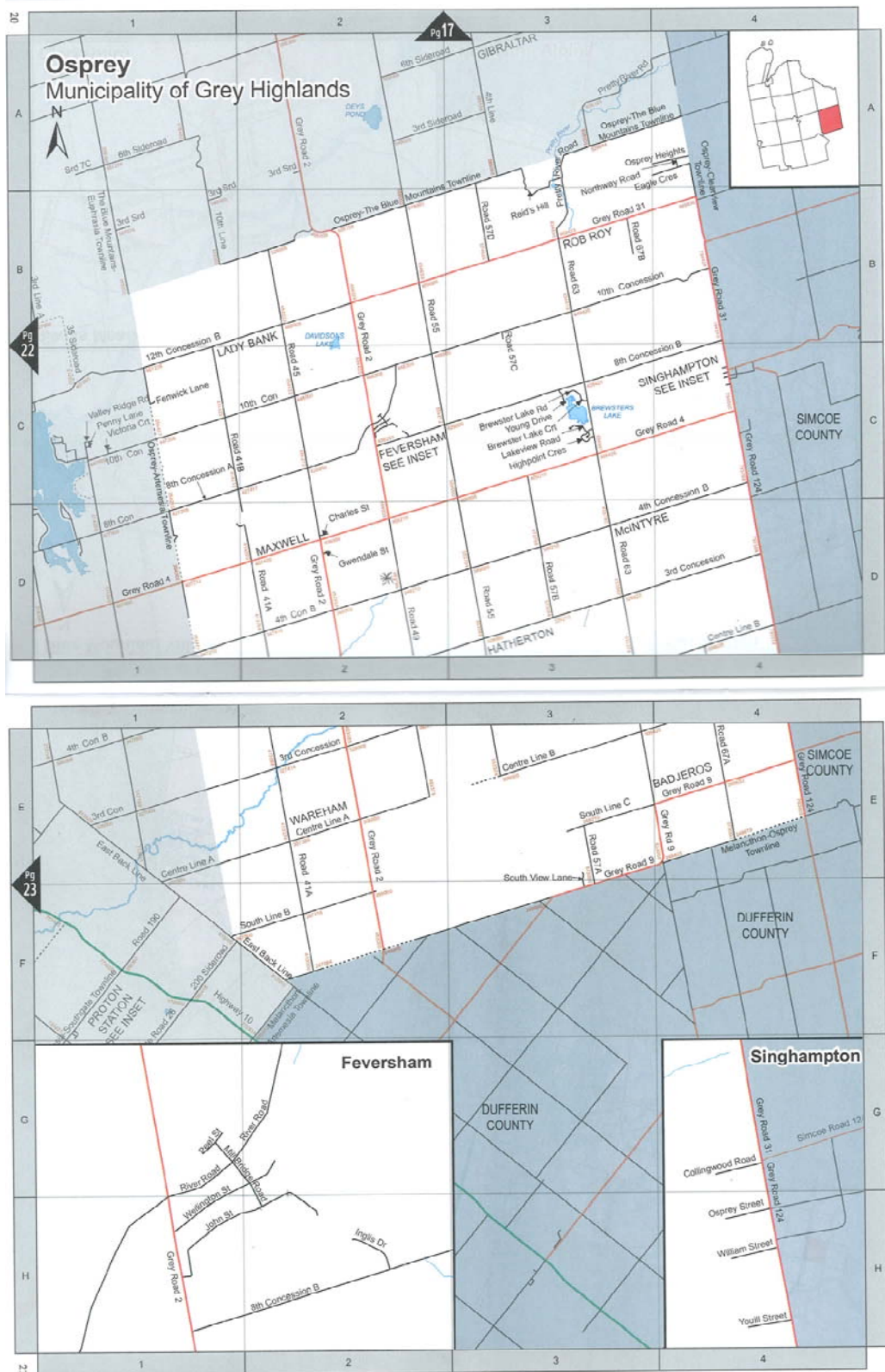
Collection Day 4, Thursday, Markdale, Flesherton & Priceville



**Map Six
Artemesia Area**

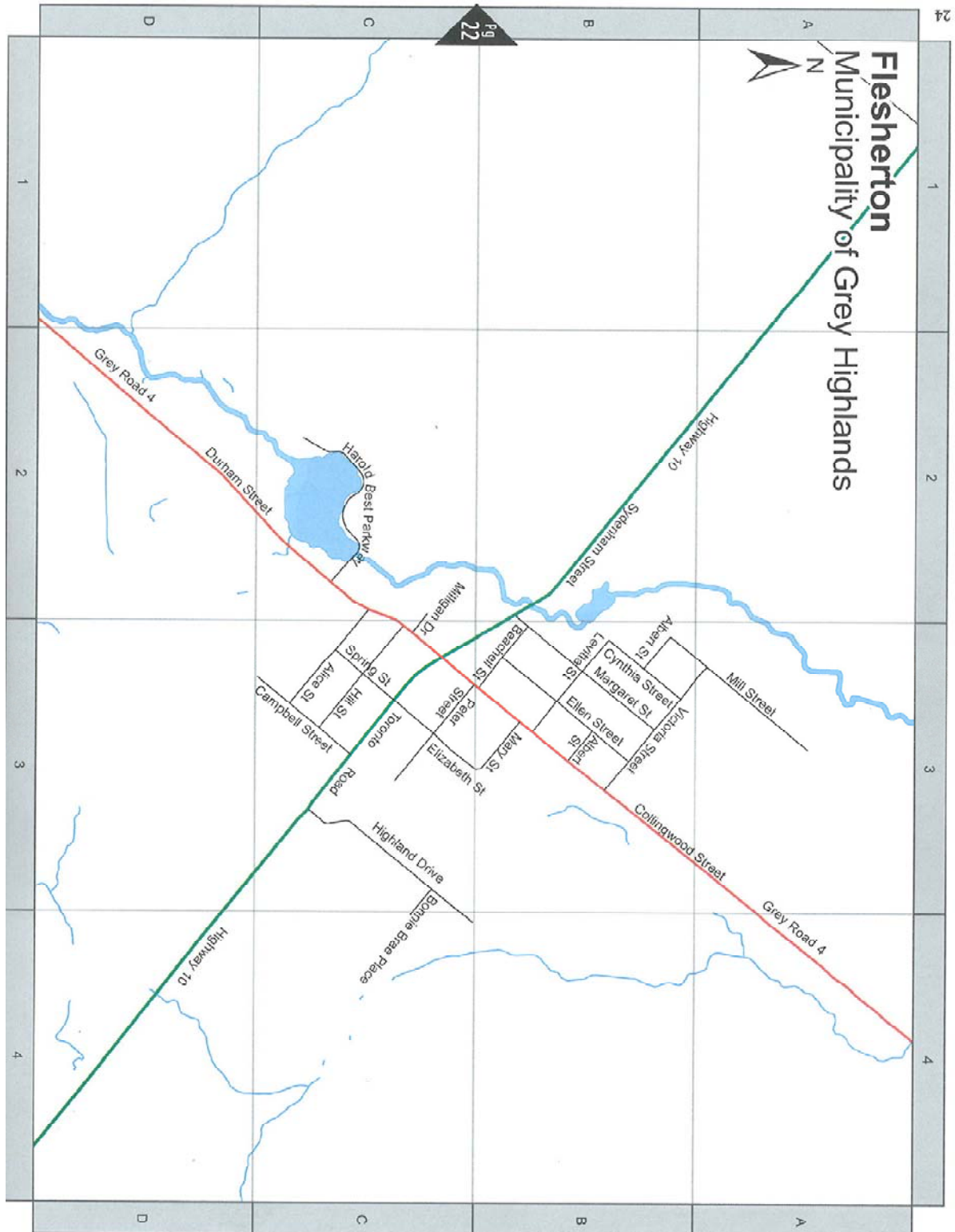


Map Seven
Osprey Area

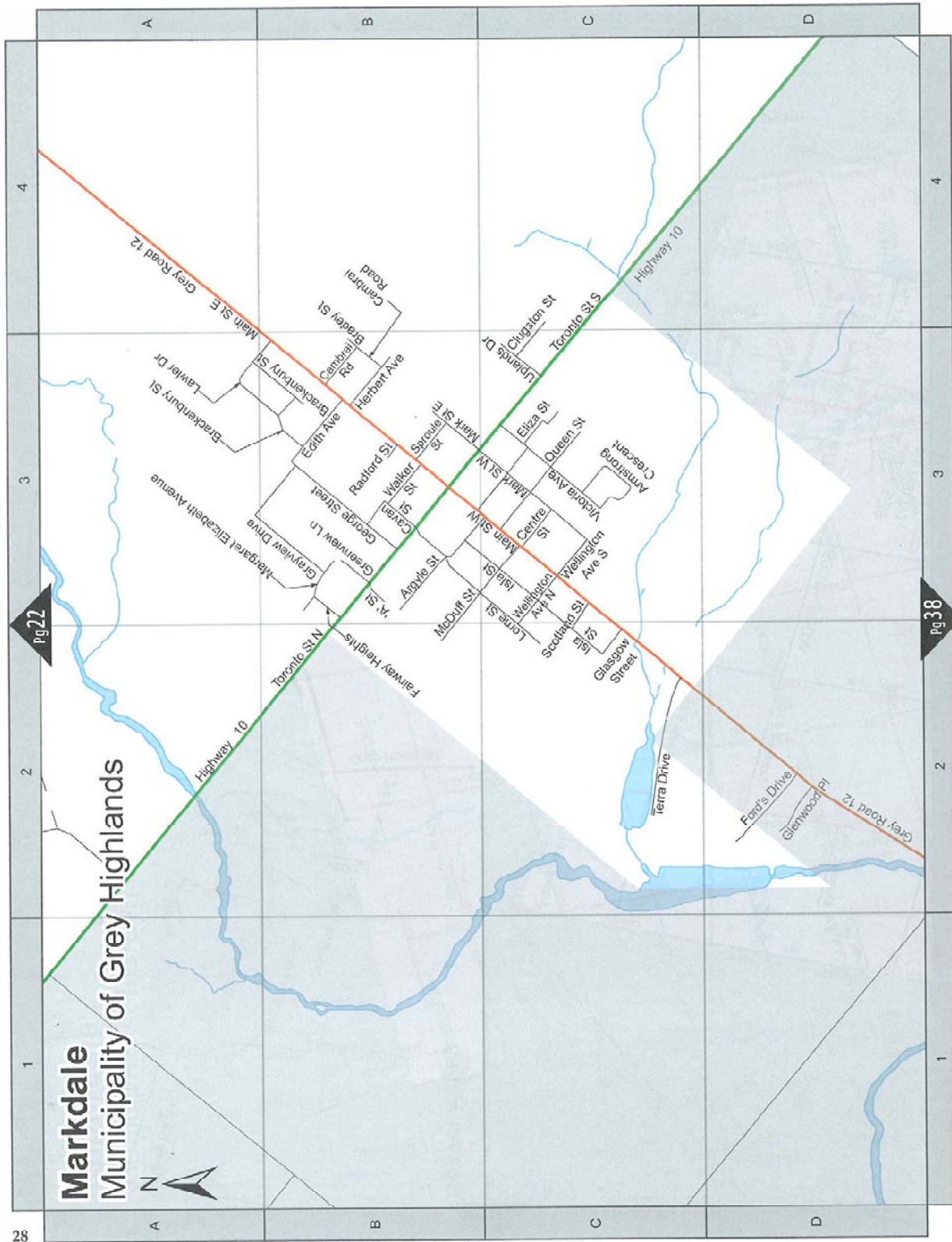




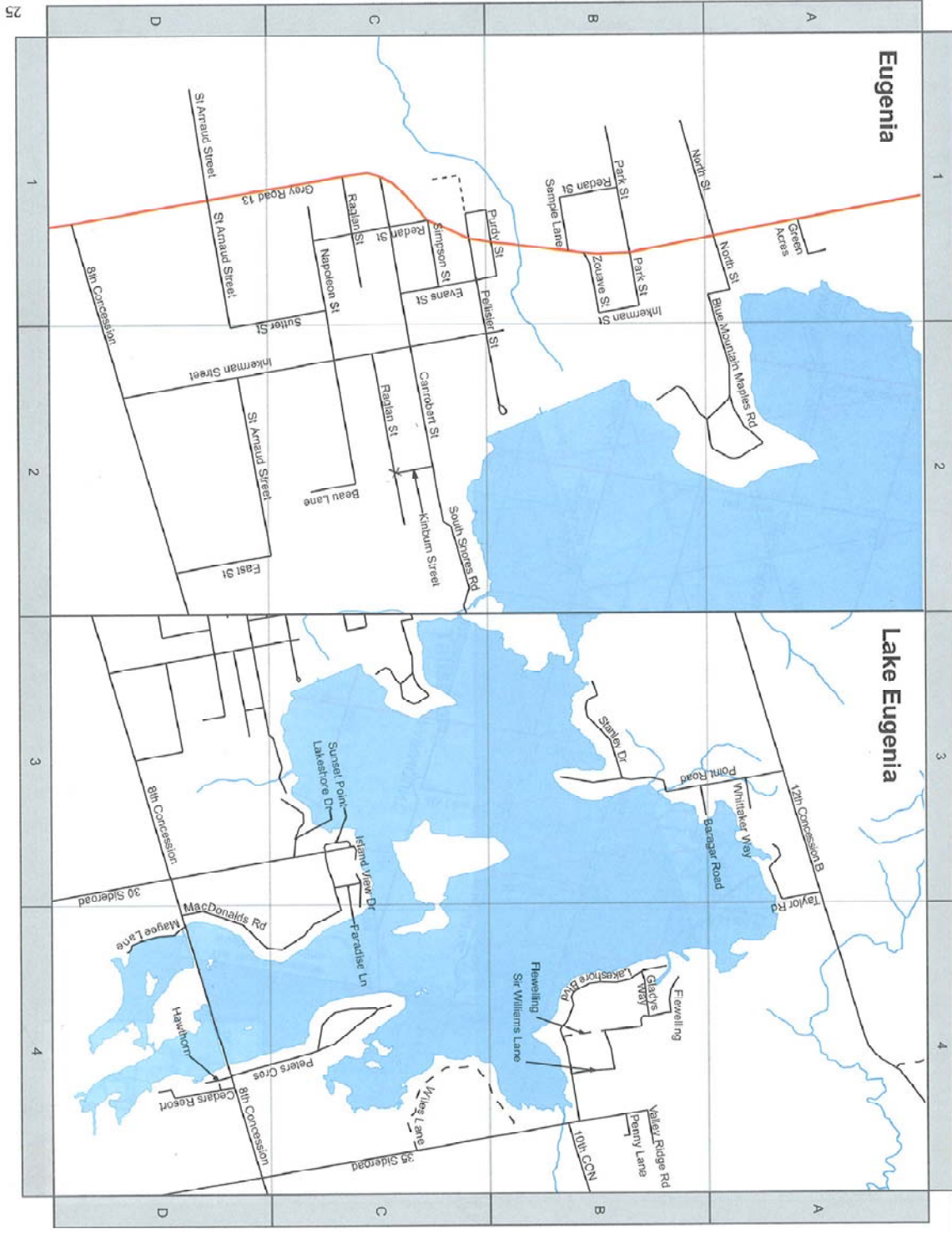
Map Ten Flesherton Area



**Map Eleven
Markdale Area**



**Map Twelve
Eugenia Area**



Schedule B

Waste Disposal Site Locations

Current Waste Disposal Sites

1. Artemesia Waste Disposal Site

113524 Grey Road 14 R.R.#3

Priceville, Ontario

N0C 1K0

See Image Below

2. Markdale Waste Disposal Site

775557 Highway 10

Markdale, Ontario

N0C 1H0

See Image Below

3. Osprey Waste Disposal Site

493926 Road 39

Maxwell, Ontario

N0C 1J0

See Image Below