



TENDER WASTE MANAGEMENT COLLECTION SERVICES

TENDER #: T11-12

Release Date: October 31, 2011

Closing Date: November 23, 2011

Closing Time: 2:00 pm Local Time

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Section 1

Introduction

1. Introduction

1.1 Requirement

The Corporation of the City of Stratford (hereinafter referred to as the City) is requesting Tender submissions to acquire the services of a Contractor(s) for a seven (7) year term beginning no later than July 1, 2012. The contract could start earlier depending on the contractor's availability to mobilize and the respective processing facilities ability to receive. The exact date will be agreed to by the City and the Successful Bidder. For the purposes of Tender submissions, tenderers are to assume that the start date is July 1, 2012. The services are to include to:

1. Collect Recyclables, Garbage, Yard Waste and Source Separated Organics (SSO) from all residential single family curbside stops (approximately 10,159 stops)
2. Collect Recyclables from all identified commercial locations using standard blue boxes
3. Collect Recyclables from all identified commercial locations using large rolling carts
4. Collect Recyclables from all identified educational institutions using large rolling carts
5. Collect Recyclables from all residential multi-family stops using large rolling carts
6. Deliver the collected materials to the following locations:
 - Recyclables: Bluewater Recycling Association, 415 Canada Avenue, Huron Park ON
 - Garbage: City of Stratford Landfill, 777 Romeo Street South, Stratford ON
 - Yard Waste: City of Stratford Landfill, 777 Romeo Street South, Stratford ON
 - SSO: Orgaworld Canada Ltd., 4675 Wellington Road South, London ON

Currently garbage is collected weekly and recyclables are collected bi-weekly on the same day. The City may move to weekly collection for recyclables in the future, and as such is requesting proposals for both weekly and bi-weekly recyclables collection.

Currently yard waste is collected during twelve (12) weeks during the year. These weeks include:

- One (1) week in January;
- Three (3) weeks in the Spring;
- Three (3) weeks in the Summer; and
- Five (5) weeks in the Fall

The City may elect to implement an SSO collection program in the future, and as such is requesting proposals for weekly collection of SSO (Part C of this TENDER). The City maintains the right not to implement an SSO collection program if it is deemed to be in the best interest of the City, in its sole discretion.

Appendix A and B outline the particulars of the current collection program.

The Work has been divided into different "Parts" that include some or all of the aforementioned Work as follows. Bidders can submit proposals on Parts A, B, C or D.

Part A: Blue Box Recyclables:

- Option A) All sources identified above including residential single family **bi-weekly** collection
- Option B) All sources identified above including residential single family **weekly** collection

Part B: Garbage: All sources identified above, **weekly** collection

Part C: Source Separated Organics (SSO): Residential single family weekly SSO collection

OPTIONAL: Yard Waste: Residential single family yard waste collection per the stated frequency

Part D: Includes all Work as described under Parts A, B, C and optional Yard Waste.

Bidders are advised that the City reserves the right to award different Parts of the Work to separate contractors. Only a contractor awarded Part A, B and/or C would be awarded the yard waste collection. If the City does not award yard waste collection as a result of this tender, the City reserves the right to issue a separate collection tender at a later date.

1.2 Tender Schedule

The following is a tentative schedule to assist Bidders:

Item	Date
TENDER Issued	October 31, 2011
Last Date for Question Submission	November 16, 2011
Last Date for Issuance of Addenda	November 18, 2011
Tender Close	November 23, 2011
Award of Proposal by City Council	December 19, 2011
Contact Start Date	July 1, 2012

1.3 Period of Proposed Contract

The proposed period of contract is seven (7) years. The Contract Start is July 1, 2012.

All Contract Prices will be adjusted using the define CPI adjustment formula as defined in Sections 13.4 and 15.

1.4 Project Authority

The services provided will be subject to review and acceptance by the City of Stratford.

1.5 Inquiries

All inquiries regarding this Tender are to be directed to Mr. Lyndon Kowch, Public Works Manager at lkowch@city.stratford.on.ca. Inquiries must be received in writing (e-mail) no later than November 16, 2011. All inquiries received, and the answers as provided by the City will be provided to all Bidders by way of written addendum, no later than November 18, 2011 without naming the source of the inquiry.

Section 2

Instructions To Bidders

2. Submission Instructions

2.1 Tender Requirement Summary

Contract Name:	<u>Waste Management Collection Programs</u>
Tender Closing Date:	<u>Wednesday, November 23, 2011</u>
Owner:	<u>City of Stratford</u>
Address:	<u>City Hall, One Wellington Street</u> <u>Stratford, Ontario N5A 6W1</u>
Bid Security:	Certified Cheque / Bank Draft / Letter of Credit / Bid Bond:
	Part A <u>\$30,000.00</u>
	Part B <u>\$30,000.00</u>
	Part C <u>\$30,000.00</u>
	Optional Yard Waste <u>Not Applicable</u>
	Agreement to Bond: <u>100%</u>
	Validity: <u>60 days</u>
Bonding:	Performance %: <u>100%</u>
	Part A
	Part B
	Part C
	Labour and Material Payment Bond <u>100%</u>
Insurance:	Commercial General Liability: <u>\$2,000,000.00</u>
	Non-owned Automobile: <u>\$2,000,000.00</u>
	Automobile Third Party: <u>\$2,000,000.00</u>
	Environmental Impairment Liability: <u>Not Applicable</u>
Professional Liability:	<u>Not Applicable</u>
	Builders Risk: <u>Not Applicable</u>
	Boiler Insurance: <u>Not Applicable</u>
	Cancellation Notice: <u>30 days</u>
	Special Notes: The Corporation of the City of Stratford is to be added as additional insured.

2.2 Delivery and Opening of Tenders

Sealed tenders clearly marked:

“City of Stratford - Waste Management Collection Services”

will be received by:

Purchasing/Manager of Financial Services
City Hall
One Wellington Street
Stratford ON N5A 2L3

until **2:00:00 p.m. LOCAL TIME** on **WEDNESDAY, November 23rd, 2011**

Upon receipt of the tender, it shall be marked with the time and date of its receipt by the Corporation.

Tenders will be opened, read and recorded on November 23rd 2011 at 2:15p.m. LOCAL TIME.

Please direct all inquiries concerning this Contract to Mr. Lyndon Kowch, Public Works Manager, Engineering and Public Works Department lkowch@city.stratford.on.ca.

2.3 Omissions and Discrepancies

Should a tenderer find discrepancies, or omissions from, the drawings or contract documents, or should he be in doubt as to their meaning, he should notify the Engineer who may send a written instruction to all tenderers.

2.4 Interpretations and Addenda

No oral interpretation shall be made to a tenderer as to the meaning of any of the contract documents, or be effective to modify any of the provisions of the contract documents. Every request for an interpretation shall be made in writing, addressed and forwarded to the Public Works Manager, by facsimile to 519-271-1427.

No addendum(s) will be issued within 48 hours prior to bid closing. All addendum(s) become part of the documents and must be acknowledged and/or submitted as instructed with the bid. All addendum(s) will be posted on the City of Stratford website; http://www.city.stratford.on.ca/site_stepstocityhall/purchasing_tenders_quotes.asp. It is the Bidder's sole responsibility to check the website for addendum(s) prior to submitting their bid. Any bid received without addendum(s) acknowledged and/or submitted as instructed will be rejected.

2.5 Disqualification of Tenders

Under no circumstances will tenders be considered which:

- (a) Are received after the closing time stated under Section 2.2 on the Delivery and Opening of Tenders;
- (b) Are not accompanied by a certified cheque/bank draft/letter of credit/bid bond in the amounts specified.

2.6 Qualifying or Withdrawl of Tenders

A tenderer who has already submitted a tender may submit a further tender at any time up to the official closing time. The last tender received shall supersede and invalidate all tenders previously submitted by that tenderer for this Contract.

A tenderer may qualify or withdraw his tender at any time up to the official closing time by submitting a letter bearing his signature and seal as in his tender to the Manager of Financial Services who will mark thereon the time and date of receipt. No facsimiles or telephone calls will be considered.

2.7 Informal or Unbalanced Tenders

Tenders which are incomplete, conditional, illegible or obscure, or that contain additions not called for, reservations, erasures, alterations or irregularities of any kind, may be rejected as informal.

Tenders that contain prices, which appear to be so unbalanced as likely to affect adversely the interests of the Corporation, may be rejected.

Wherever in a tender the amount tendered for an item does not agree with the extension of the estimated quantity and the tendered unit price, the lowest price shall govern and the amount shall be corrected accordingly.

Tenders which are based upon an unreasonable period of time for the completion of the works may be rejected.

The Corporation reserves the right to waive informalities at its discretion.

Tenderers who have submitted tenders, which have been rejected by the Corporation because of informalities, will be notified of the reasons for the rejection within 10 days after the closing date for tenders.

2.8 Tender Deposit

Each tender shall be accompanied by a tender deposit in the form of a certified cheque/bank draft/letter of credit/ or bid bond, using the most current CCDC format, with 60 day validity payable to The Corporation of the City of Stratford in the amount of **\$30,000.00.**

The tender deposits of all tenders except two will be returned within ten days from the date of opening tenders. The tender deposits of the two tenders will be retained until a tender has been accepted and the contract bond and the other documents required herein have been furnished to the satisfaction of the Solicitor and the Engineer for the Corporation save that if a tenderer has not been notified that his tender has been recommended to the Corporation for acceptance within 60 days after the date of opening tenders, his tender deposit will be returned on demand and if a tender has not been accepted and an Agreement executed within 60 days after the date of opening tenders, any remaining tender deposit will be returned. After the execution of the contract and the receipt by the Corporation of the contract bond the tender deposit of the successful tenderer will be returned. The demand for the return of a tender deposit in accordance herewith or the return of a tender deposit by the Corporation to a tenderer whose tender has not been accepted shall constitute the withdrawal of the expiry of the validity of the tender.

Except as otherwise herein provided the tenderer guarantees that if his tender is withdrawn before the Corporation shall have considered the tenders or before or after he has been notified that his tender has been recommended to the Corporation for acceptance or that if the Corporation does not for any reason receive within the said period of seven days and as required herein the Agreement executed by the tenderer, the contract bond executed by the tenderer and the surety company and the other documents required herein, the Corporation may retain the tender deposit for the use of the Corporation and may accept any tender, advertise for new tenders, negotiate a contract or not accept any tender as the Corporation may deem advisable.

2.9 Acceptance or Rejection of Tenders

Subject to the OPS General Conditions, neither the Engineer nor any officer or employee of the Corporation has authority to make or accept an offer or to enter into a contract on behalf of the Corporation or to create any rights against or to impose any obligations on the Corporation. Recommendation of a tender to the Corporation for acceptance does not constitute acceptance of the tender by the Corporation.

A tender is accepted by the Corporation and a contract is made thereby between the Corporation and a tenderer only when an Agreement is executed by the Corporation and by the tenderer and the acceptance of a tender and the execution of an Agreement by the Corporation is subject to the express condition that the Corporation receive a contract bond, as required herein and in a form satisfactory to the Solicitor for the Corporation, within seven days after notification of the execution of the Agreement by the Corporation has been mailed to the Tenderer whose tender has been accepted as aforesaid.

The Corporation shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any tenderer prior or subsequent to or by reason of the acceptance of a tender save as provided in the Contract. Tenders are subject to a formal contract being prepared and executed. The Corporation reserves the right to reject any or all tenders and to waive formalities as the interest of the Corporation may require without stating reasons therefore and the lowest or any tender will not necessarily be accepted.

In particular, the Corporation reserves both the right to reject a Tender from any person or corporation with whom the Corporation is in litigation, and the right to prevent such person or corporation from performing any supply or sub-contract function on this project.

By submitting a Tender, the Tenderer acknowledges that it shall have no claim against, or entitlement to damages from, the Corporation by reason of the Corporation's rejection of its bid or all bids.

2.10 Execution of Agreement

The tenderer agrees that if he has been notified that his tender has been recommended to the Corporation for acceptance he will execute the Agreement in duplicate in the form bound herein, including the following contract documents, within seven days after being notified so to do by the Corporation or anyone acting on its behalf.

(i) Performance Bond

The tenderer agrees that he will furnish a contract performance bond in the amount of 100% of the total tender price, using the most current Canadian Construction Documents Committee (CCDC) format. Such performance bond shall guarantee faithful performance of the Contract during the period of the Contract, including the period of guaranteed maintenance. One copy of the contract performance bond shall be bound into each of the two executed sets of the contract.

(ii) Agreement to Bond

The tenderer shall include with his tender the Agreement to Bond in the form enclosed herewith, executed under its corporate seal by the surety company from which he proposed to obtain the bond.

(iii) Insurance

Before commencement of the work the Contractor must furnish to The Corporation of the City of Stratford, a Certificate of Insurance (on the Certificate of Insurance form provided at the end of this section) detailing such coverage as provided under the Commercial General Liability policy, Non Owned Automobile Liability policy and Standard Owners Automobile Liability policy, Coverage shall be effected by such Insurer(s) licensed in the Province of Ontario, Canada, and/or acceptable to The Corporation of the City of Stratford.

The Commercial General Liability shall be on an "Occurrence basis". "Claims Made" and/or Comprehensive General Liability policies are not acceptable unless approved in writing by the Engineer.

The policies will not be altered to the detriment of the City, cancelled or allowed to lapse without giving 30 days written notice to The Corporation of the City of Stratford and shall remain in force from Contract execution to the end of the Warranty period.

The Corporation of the City of Stratford-must be included as Additional Insured with respect to the Commercial General Liability policy.

The Contractor shall indemnify and hold harmless the Corporation of the City of Stratford, its officers and employees from and against any and all liabilities, claims, demands, loss, cost, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out of the project attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property caused by acts or omissions of the Contractor, its officers, agents, servants, employees, customers, invitees or licensees, or occurring in or on the premises or any part thereof and, as a result of activities under this contract.

Mandatory Coverage:

(i) Commercial General Liability (IBC 2100 or its Equivalency)

Shall include the Owner, its employees and Consultants as Insured's. The Corporation of the City of Stratford and such other entities as directed shall be added as additional Insured's. Minimum acceptable limits are \$2,000,000 per Occurrence.

The Commercial General Liability policy must include "Blanket Contractual Liability" and "Cross Liability" endorsements.

The policy shall not contain any exclusions with respect to: shoring, underpinning, raising or demolition of any building or structure, pile driving, caisson work, collapse (XCU) of any structure or subsidence of any property or structure, without the prior consent of the Engineer.

Maximum Property Damage/Bodily Injury Deductible \$5,000 for which The Contractor assumes full responsibility.

(ii) Non Owned Automobile Liability Policy

Minimum Limits of Liability \$2,000,000 and coverage must be extended to include vehicles hired under Contract.

(iii) Standard Owners Automobile Liability Policy

Minimum Limits of Liability \$2,000,000

Additional Coverage on a Project Basis:

(i) Environmental Impairment Liability: Contractors Pollution Liability (Project Specific Coverage)

Coverage and limits to be effected, at the direction of the Engineer.

(ii) Professional Liability/Errors & Omissions Liability

Coverage and limits to be effected, at the direction of the Engineer.

Coverage to be effected, at the direction of the Engineer.

(iii) The Corporation of the City of Stratford reserves the right to modify the insurance requirements as deemed suitable.

Workplace Safety and Insurance Board

The Contractor shall, at the time of entering into any contract with The Corporation of the City of Stratford, provide evidence of compliance with the requirements of The Workplace Safety and Insurance Act including payments due thereunder.

2.11 Sales Tax, Federal and Provincial

(a) Harmonized Sales Tax

The tenderer shall show separately in the total tender pricing all applicable Harmonized Sales Tax and shall be responsible to verify with the Customs and Excise Branch of Canada Customs and Revenue Agency any rulings for payment of tax or tax exemptions.

(b) Changes to Government Taxes

Where a change in Canadian Federal or Provincial taxes occurs after the tender closing date for this contract, and this change would not have been anticipated at the time of bidding, the municipality will increase or decrease contract payments to account for the exact amount of tax change involved.

(c) Claims for compensation for additional tax cost shall be submitted by the Contractor to the Engineer. Such claims for additional tax costs shall be submitted not later than 30 days after the date of acceptance of the work.

Where the Contractor benefits from a change in Canadian Federal or Provincial Government Taxes, the Contractor shall submit to the Engineer, a statement of such benefits. This statement shall be submitted not later than 30 days after the date of acceptance of the work.

The Engineer reserves the right to make deductions from regular progress payments to compensate for the estimated benefit from decreased tax costs. Such deductions will be set-off from contract payments pending receipt of the statement itemizing the benefits which have resulted from a decrease in tax costs at which time the final payment adjustment will be determined.

The Engineer reserves the right to audit financial records and accounts.

2.12 Occupational Health and Safety

All work performed under this Contract must be carried out in accordance with the terms and conditions of the Occupational Health & Safety Act, R.S.O., 1990, C.01 as amended.

The classification of Contractors and Sub-Contractors in the City of Stratford Health and Safety Policies and Procedures Manual is external to the City of Stratford and includes all those individuals or organizations working on a contract for the City of Stratford. The health and safety responsibilities attached to this classification include the following:

- Demonstrate the establishment and maintenance of a health and safety program, with objectives and standards and will provide qualified workers and meet all applicable legislation as well as City of Stratford Health and Safety Policies and Procedures.
- Are held accountable for their health and safety performance.
- Provide a WSIB clearance certificate or equivalent insurance.
- Ensure the workers in their employ are aware of the hazardous substances that may be in use at the workplace and wear the appropriate personal protective equipment required for the area.

Proof of the above may be required by the City at any time from tendering to project completion.

Unless otherwise stated, the successful bidder, for the purposes of the Ontario Occupational Health and Safety Act, shall be designated as the Constructor for this project and shall assume all of the responsibilities of the Constructor as set out in that Act and its regulations. The following shall apply notwithstanding that the successful bidder has been referred to as the 'Constructor' in this and any other related document.

- The Constructor acknowledges that he has read and understood the Occupational Health and Safety Act together with the City of Stratford's Health and Safety Policies and Procedures.
- The Contractor covenants and agrees to observe strictly and faithfully the provisions of the Occupational Health and Safety Act and all regulations and rules circulated thereunder together with the Constructor's Health and Safety Policies and Procedures.
- The Constructor agrees to indemnify and hold harmless the City of Stratford for damages or fines arising from any breach or breaches of the said Occupational Health and Safety Act and applicable legislation.
- The Constructor agrees to assume full responsibility for the enforcement of the Occupational Health and Safety Act and applicable regulations, their Health and Safety Policies and Procedures and to ensure compliance.
- The constructor agrees to have a competent supervisor on site at all times when work is in progress, and that this supervisor enforces safe work practices.
- The Constructor further acknowledges and agrees that any breach or breaches of the Occupational Health and Safety Act and/or applicable regulations and their own Health & Safety Policies and Procedures whether by the Constructor or any of its sub-contractors may result in the Constructor and/or sub-contractor being removed from the site and in the immediate termination of this contract herein and the forfeiture of all sums owing to the Constructor by the City of Stratford.
- The Constructor shall allow access to the work site on demand to representatives of the City of Stratford to inspect work sites.
- The Constructor agrees that any damages or fines that may be assessed against the City of Stratford by reason of a breach or breaches of the Occupational Health and Safety Act by the Constructor or any of its sub-contractors will entitle the City of Stratford to set-off the damages so assessed against any monies that the City of Stratford may from time to time owe the Constructor under this contract or under any other contract whatsoever.
- Where any portion of the work or services in this Contract is contracted to a sub-contractor, the Constructor agrees that the provisions of this section will apply to the sub-contractor and the Constructor will enforce said provisions.
- Where hazardous materials, physical agents and/or designated substances are used in the performance of the required work, the successful bidder shall ensure that the requirements of the Ontario Occupational Health & Safety Act and associated regulations are complied with.
- The City of Stratford reserves the right to cancel any contract for non-compliance with the terms set out herein, health and safety regulations, the Environmental Protection Act, associated regulations and other applicable legislation.
- The City of Stratford may consider previous OHSa violations as grounds for rejection and the City of Stratford may terminate any contract arising from this document if the Bidder is continuously in violation of OHSa requirements.

The following link is for the City of Stratford – Health & Safety Manual with attached Standard Operating Procedures indicating minimum standards for Health & Safety Best Practices.

http://www.city.stratford.on.ca/documents/Onlineforms/Health_and_Safety_Program_Manual.pdf

Section 3

Requirements at Time of Closing

3. Submission Requirements

Bidders are required to submit the following with their tender. Failure to provide the required information will result in the tender being rejected.

1. Technical Submission, including but not necessarily limited to:
 - a. Certificate(s) of Approval
 - b. Commercial Vehicle Operators Registration (CVOR)
 - c. All items as required by Section 4
2. Financial Proposal, including but not necessarily limited to:
 - a. Bid Deposit in the amount of \$30,000.00
 - b. Letter of Agreement to Bond/Letter of Guarantee
 - c. All items as required by Section 14

3.1 Form of Tender

The Form of Tender must not be separated nor removed from the other documents therewith. The tenderer shall give the total tender price both in words and in figures and shall fill in all blank spaces for unit prices, item prices and lump sums in the Form of Tender. The tender must be enclosed in the return envelope provided and the envelope shall be sealed.

3.2 Certificate of Approval

Bidders are required to submit a copy of their provisional Certificate of Approval as authorized and issued by the Ministry of the Environment.

3.3 CVOR

Bidders must submit a valid CVOR. The CVOR permit is to remain in good standing throughout the duration of the contract.

3.4 Letter of Agreement to Bond/Letter of Guarantee

An original Letter of Guarantee from a recognized Financial Institution or Letter of Agreement from a bonding agency licensed to operate in the Province of Ontario must be included with the tender confirming that if the Bidder is successful, the necessary guarantee will be issued.

Letters of Agreement submitted must bear an original signature of the issuer and the Bidder. Photocopies or faxed copies of Letters of Agreement / Letters of Guarantee will result in the tender being rejected.

Section 4

Technical Submission Requirements

4. Technical Submission Requirements

4.1 Specific Requirements

Technical Submissions must include the following information for each part of Work being proposed. If the information differs between Parts, the exceptions or additional information must be so noted.

1. Experience & References
2. Vehicle Information

4.1.1 Experience & References

The Bidder is to describe their general waste management experience in Ontario over the last ten (10) years that has prepared them to undertake waste management collection particularly recycling, garbage, yard waste and SSO services as specified in the TENDER document (no more than one (1) page).

The following information is to be included for past and current waste management collection service contracts over the last ten (10) years. Please only include information for contracts. The City shall not be included in the list of previous or current contracts.

- Client Name, Address, Contact Name and Telephone number
- Services Provided including frequency of collection, number of units serviced, weekly tonnage collected
- Collection methods used (such as manual, semi- or fully-automated)
- Operational years and duration of the contract, including any contract extensions
- Vehicle information (such as number of and type of)
- Number of Employees
- Approximate annual value of the contract
- Involvement of sub-contractors, if applicable
- Additional information (such as management of contracts of similar size and scope)

The City reserves the right, in its absolute sole discretion, to contact one or more of the named contact persons to receive reference information for evaluation purposes. The City may also contact other representatives of the same company or organization for whom the work was performed by the Bidder. The City may contact representatives in municipalities that are not listed as references where the Bidder has held contracts. Where applicable, the City will also consider the prior record of the Bidder as a contractor to the City when evaluating reference information.

4.1.2 Vehicle Information

The following information is required in regards to the quantity and size of vehicles to be used in performing the Work specified in the TENDER. If the fleet differs between the Parts of Work (A through C and the options service) the differences need to be clearly identified (i.e. Part A, Option 1, etc.).

Collection Vehicles:

- Make(s)
- Model(s)
- Type

Section 5

Definitions

5. Definitions

In this TENDER, the following definitions apply.

The tables, packages and appendices that are referred to in the definitions are described elsewhere in this TENDER.

The word “**shall**” will be construed as imperative and the word “**may**” as permissive.

Aluminum Food & Beverage Cans means all cleaned aluminum food and beverage containers and includes aluminum containers such as pop cans, pie plates, tart containers, TV dinner trays, roasters, and household aluminum foil.

Aluminum Foil means all pie plates, tart containers, TV dinner trays, roasters, and household aluminum foil (not contaminated with food).

Alternative Fuels means fuels that generally reduce harmful pollutants and exhaust emissions.

Approved Recycling Container means the container(s) the City has approved for usage by participants in the Curbside Program. Table 5 summarizes the Approved Recycling Containers for this program. Approved Recycling Containers may include: Blue Boxes, clear bags, transparent blue bags and plastic grocery bags (for fibres only). Please note that while the City does not promote the use of rigid containers (e.g. crates tubs, pails or baskets), residents are permitted to use them. The successful Bidder shall collect recyclables set out in rigid containers.

Approved Containers as specified in Section 8.6 and 8.7, on the City’s website and the City’s waste management By-Law Number 53-97 (consolidated April 11, 2011).

Aseptic Containers means any multi-layered beverage and food box container.

Boxboard means single layer paperboard packaging such as cereal and shoe boxes.

Certificate of Approval means all Certificates of Approval or Provisional Certificates of Approval issued by the MOE to the Contractor.

City Clerk means the person for the time being filling the office of Clerk for the Corporation of the City of Stratford or the person then acting as such.

City or Corporation means the Corporation of the City of Stratford.

City Solicitor means the person for the time being filling the Office of Solicitor for the Corporation or the person then acting as such.

Collection Vehicles means the vehicles used to collect Recyclable Material, Garbage, Yard Material, and Fall Leaves.

1. The **Recycling Collection Vehicles** to be used for the performance of the recycling collection service must have fully enclosed steel bodies to prevent loss or spillage of Recyclables. Collection Vehicles must also be mounted on an adequate truck chassis, and they must be capable of loading and unloading Recyclables (at the Curbside residential complexes, Municipally Approved Locations and at the Material Recovery Facility). Both automated and non automated Recycling Collection Vehicles are allowed.
2. The **Packer Collection Vehicles** to be used for the performance the garbage, yard material and fall leaf collection service must be mounted on an adequate truck chassis, and they must be capable of loading and unloading garbage, yard materials and fall leaves (at the Curbside, residential complexes and Municipally Approved Locations as well as the Landfill and composting facility).

Completion of the Work means the time stipulated in the Contract Documents for the Contract to be dissolved between the Contractor and the City of Stratford, including any extension of the Contract term made pursuant to the Contract Documents.

Composting Facility means a facility that accepts Yard Waste, as defined in this TENDER, makes provision to remove contaminants from said materials and manually and/or mechanically composts the materials.

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.

Contamination means the presence of any item or material not accepted at an End Market as per its specifications and includes any item not defined as Recyclable Containers or Recyclable Fibre.

Consumer Price Index or CPI means the Consumer Price Index for Ontario, all items(excluding gasoline), as published by Statistics Canada or a comparable successor to such price index should the Consumer Price Index for Ontario, all items excluding gasoline, be discontinued in its present form.

Contract means

1. The executed Legal Agreement between the City and the Contractor, the Form of Tender, Contract Maps/Drawings, addenda incorporated in a Contract Document before the execution of the Agreement, such other documents as may be listed in the Agreement and subsequent amendments to the Contract Document made pursuant to the provisions of the Legal Agreement.
2. The agreement covering the performance of the Work, including the supply of any and all work, labour, implements and materials that could reasonably be required properly and satisfactorily to complete the Work to be performed and also includes all Contract documents, the plans, specifications, contract bond and any written supplementary agreements that may be made in order to ensure the completion of the Work in an acceptable manner.

Contract Prices means the prices set out in the Form of Proposal for which the Contractor will perform the Work.

Contractor or a pronoun in place thereof means the Bidder or Bidders to whom the Contract has been awarded and who has undertaken to carry out the work as per the Project Specifications and the Form of Tender. Contractor will be used interchangeable with Successful Bidder throughout the TENDER.

Contractor means the person, partnership or City of Stratford undertaking the execution of the Work under the terms of the Contract.

Corrugated Cardboard or Old Corrugated Cardboard (OCC) means any paperboard product which consists of a rippled paper insert with paper liners bonded to the outside of the product.

Council means the Council of the Corporation of the City of Stratford.

Curbside Collection Service means the service that commences at the street curb in front of a residence, residential complex, or other establishment, as specified in the Project Specifications.

Demonstration Project means projects which explore alternative collection systems or methods designed to minimize the cost, increase the convenience and/or improve the Programs within Stratford's Solid Waste Management System.

Designate means the person for the time being who has been appointed to act on behalf of the City by the Public Works Manager for the purpose of administrating this proposed Contract.

Empty Paint Cans means any empty paint can with or without dried residue (lid removed), and falls within the meaning of the definition "empty container" in the regulations made under the Province of Ontario's *Environmental Protection Act*.

Empty Aerosol Cans means empty steel aerosol containers

End Market means the purchaser or receiver of the Recyclable Materials.

End Market Specifications means the specifications for marketing Recyclable Materials as designated by the purchaser of the Recyclable Materials or as defined by the Institute of Scrap Recycling Industries, Inc.'s Scrap Specifications Circular (current year).

Equipment means all machinery, equipment and vehicles used for preparing and executing the Work.

Fall Leaves means leaves that are on the ground between spring and fall and are subject to a separate collection program as defined by the Public Works Manager.

Ferrous Metal means all steel food and beverage cans, paint cans and empty aerosol cans.

Film Plastic means grocery bags, milk bags, milk pouches and other retail bags made of a thin flexible sheet, which does not hold a particular shape when unsupported and is sometimes marked with SPI code #4 or #2.

Fine & Mixed Paper means computer paper, all white and coloured ledger paper, which includes writing pad paper, letterhead, reports, business forms, copy paper and scratch pads, flyers, envelopes, advertising mail, fibre egg cartons, paper cores, books, Kraft paper and other clean paper packaging.

Gable Top Cartons includes any folding top paper beverage or food container.

Garbage means all drained animal and vegetable waste material from the preparation of food, sweepings, ashes, discarded household utensils and wearing apparel, ceramics, multi-material products and packages, non-recyclable glass containers, dog, cat and other pet feces and litter placed inside a sealed and leak-free bag, diapers placed in a sealed and leak-free bag, empty dried paint cans, empty aerosol cans and other materials as designated by the Public Works Manager from time to time.

Public Works Manager means the person for the time being filling the position of the Public Works Manager in the Engineering and Public Works Department of the City of Stratford the person then acting as such.

Glass Bottles & Jars includes all glass food and beverage bottles and jars.

Hauler means the companies contracted by the City of Stratford to collect and deliver materials to the processing facilities approved by the City.

HDPE #2 Plastic Bottles, Jugs & Tubs means High Density Polyethylene plastic food and beverage containers sometimes marked with SPI code #2.

HDPE #2 Plastic Food, Beverage & Liquid Containers means High Density Polyethylene plastic food, beverage and liquid containers with SPI code 2.

In Writing means a form of communication that requires a permanent record such as fax, email or letter.

Inspector means the person or persons appointed by the City of Stratford to be responsible for inspecting the quality and performance of the Contractor in undertaking the Work.

LCBO Container means any container or package in which alcoholic beverages are sold by the Liquor Control Board of Ontario.

LDPE means Low Density Polyethylene rigid plastic sometimes marked with SPI Code #4.

LDPE #4 Plastic Bottles, Jugs & Tubs means Low Density Polyethylene plastic bottles, jugs and tubs with SPI code 4.

LDPE #4 Plastic Food, Beverage & Liquid Containers means Low Density Polyethylene plastic food, beverage and liquid containers with SPI code 4.

Magazines & Catalogues means all magazines and catalogues bound with glue or stapled along the spine.

Manager or designate, means he/she who is authorized to act on the City's behalf.

Metal Food and Beverage Containers means all steel and aluminum food and beverage cans and containers.

Material Recovery Facility (MRF) means a facility that accepts Recyclable Material, as defined in this TENDER, makes provision to remove contaminants from said recyclables, manually and mechanically sorts the recyclables and prepares recyclables for end markets.

Missed Collection means that 14 of stops, or less, have been missed off of an individual driver's Route.

Missed Route means that 15 of stops, or more, have been missed off of an individual Driver's Route.

Mixed Paper includes fine paper, magazines, flyers, envelopes, copy paper, coloured paper, computer paper and the like.

Mixed Plastic includes PET, HDPE, PVC, LDPE (rigid and film), PP, PS, and Other Plastic. **MOE** means the Ontario Ministry of Environment.

Newsprint means all newspapers including the inserts that are delivered therein.

Other Plastic means any layered plastic food or beverage container sometimes marked with SPI code #7.

Paint Cans means any empty paint can with or without dried residue, and falls within the meaning of the definition "empty container" in the regulations made under the Environmental Protection Act Ontario.

Parts refer to the groupings of Work as described in Section 1 of this TENDER (i.e., Parts A through E). Contractors will collect all Recyclable Materials, Garbage, Yard Waste as stipulated by this TENDER for the Parts of Works that are awarded to the Successful Bidder(s).

Per Stop Price means the cost to provide services to households, businesses, etc as specified by the TENDER.

PET #1 Plastic Bottles, Jugs & Tubs means Polyethylene Terephthalate plastic bottles, jugs and tubs with SPI code 1 (excludes rigid clamshell containers).

PET #1 Plastic Food, Beverage & Liquid Containers means Polyethylene Terephthalate plastic food, beverage and liquid containers with SPI code 1 (includes rigid clamshell containers).

Polycoat Containers means any paper-based carton packaging for beverage and food products. Polycoat cartons are made of bleached paperboard and polyethylene and some varieties (i.e., aseptic Polycoat containers) have a micro-thin layer of aluminum foil in the middle.

PP #5 Plastic Bottles, Jugs & Tubs means clean Polypropylene plastic bottles, jugs and tubs with SPI code 5.

PP #5 Plastic Food, Beverage & Liquid Containers means clean Polypropylene plastic food, beverage and liquid containers with SPI code 5.

Bidder means the Company and Company representative(s) submitting the Proposal(s) for the Work defined by this Contract.

PS #6 Plastic Food, Beverage & Liquid Containers means clear, rigid polystyrene plastic materials such as those used for food, beverage and liquid containers such as cups, plates, food trays with SPI code 6.

PVC #3 Plastic Food, Beverage & Liquid Containers means clean Polyvinyl chloride plastic food, beverage and liquid containers with SPI code 3.

RFT means Request for Tender.

Recyclable Materials or Recyclables means those materials listed within the Materials to be Collected Section 8.1 and excluding those material defined as Recyclable Materials Not Acceptable. A definition of each individual Recyclable Material or Recyclable has been provided in this list of definitions.

Recyclable Materials Not Acceptable includes:

1. **Aseptic Containers** including any multi-layered beverage box container;
2. **Gable Top Cartons** including any folding top, paper beverage or food container;
3. **Polycoat** including any paper-based carton packaging for beverage and food products. Polycoat cartons are made of bleached paperboard and polyethylene and some varieties (i.e., aseptic polycoat containers) have a micro-thin layer of aluminum foil in the middle; and
4. **Polystyrene Foam** including polystyrene foam materials such as those used for cups, plates, food trays, and packaging sometimes marked with SPI Code #6.

Residues mean those materials that are:

1. Not comprised of Recyclable Materials (as defined in Section 8.1);
2. Improperly sorted;
3. Excessively dirty or grimy such that the processed recyclables fail to meet market specifications; and

Waste generated from the processing operation or any other non-hazardous solid material that is not processed or is not disposed of as Recycled Materials and that may be disposed of at any approved landfill located in the City of Stratford according to the Certificates of Approval issued from time to time to the operators of those facilities pursuant to the Environmental Protection Act (Ontario).

Residential Household means any Residential Property, including Apartments, receiving Curbside Waste, Recyclable Material, Leaf and Yard Waste, Organic Material and Christmas tree collections.

Rigid Container means a permitted recycling container which includes rigid plastic or metal containers that residents may use to contain Recyclable Materials at the Curbside. Examples of Rigid Containers are laundry baskets, pails, crates and tubs. In its communication with residents, the City will promote the use of Blue Boxes and will not promote the use of Rigid Containers.

Roadway means the part of a street improved, designed or ordinarily used for vehicular traffic.

Route means the pre-established number of stops, served in the same sequence, by the same Collection Vehicle each collection cycle. The geographic area (i.e. the number of streets) along with the number and sequence of

stops to be serviced by each individual Collection Vehicle will be those established by the Public Works Manager / Designate in conjunction with the Successful Bidder prior to the launch of the Contract.

Small Commercial Establishment means any place other than a Residential Property and includes retail outlets, schools, daycares, churches, restaurants and other places of business that put out Waste or Recyclable Material for curbside collection and which meets the City's objective of 5 Lifts of Waste per Week, per Small Commercial Establishment and any other requirement established by the City of Stratford.

Source Separated Organics or SSO means the materials listed within the Materials to be Collected Section 8.1.

Specifications means all written material or printed descriptions or instructions pertaining to the method and manner of performing the Work, or to the quantities and qualities of the works to be carried out under the Contract.

Special Consideration Collection (SCC) means the service provided for residents physically unable to set their materials at the Curbside for collection. Collection operators will assist these residents by collecting recyclables from a location on their property mutually agreed upon by the City and the resident (e.g., just outside a resident's front or side door). The collection operator will return all collection containers to the agreed upon location.

SPI Code means the **Society of Plastics Industry** voluntary coding system for plastic that identifies bottles and other containers, packaging and products by predominant polymer type to assist in the sorting of plastic by resin composition.

Spiral Wound Containers (also called composite containers) are food containers with metal ends with a spiral wound body made of paper and various other materials.

Steel Food & Beverage Cans means all steel food and beverage cans, empty steel paint cans with lids removed.

Street means a highway, road, lane, avenue, court, boulevard, square, place, crescent or other public way under the jurisdiction of the City.

Subcontractor means a person, partnership or City of Stratford undertaking the execution of part of the Work by virtue of an agreement with the Contractor.

Supervisor means the Contractor's authorized representative in charge of the Work.

Successful Bidder or a pronoun in place thereof means the Bidder(s) to whom the Contract has been awarded and who has undertaken to carry out the Work as per the Project Specifications. Successful Bidder will be used interchangeable with Contractor.

Telephone Books means all telephone directories.

Tender Document means the RFT in its entirety including any addenda.

Tubs and Lids means a mixture of plastic tubs made of PP, LDPE and HDPE and some PS. Margarine, yogurt, cottage cheese and ice cream are examples of foods sold tubs.

Work means the total operations and related services required by the Contract Documents.

Waste means garbage and rubbish, but it shall not include non-collectable waste or resource materials as defined by the City's waste management By-law 53-97 (consolidated April 11, 2011).

Waste Collection Receptacles means metallic or plastic cans, polyethylene bags and metal bins.

Work or Works (Unless the context requires a different meaning) means the whole of the Works, materials, matters and things required to be done or supplied, mentioned, or referred to in the Contract, including all extra or additional work or material, matters or things which may be ordered by the Public Works Manager / Designate as herein provided.

Yard Materials means material designated from time to time by the Public Works Manager as compostable and for which alternative collection regulations apply. Yard material shall include garden trimmings, hedge trimmings, leaves, fall leaves, brush, and vegetable and plant matter. Yard Material does not include grass clippings.

Yard Material Collection Receptacles means metallic or plastic cans, paper yard waste bags, and translucent certified compostable bags, but shall not include polyethylene bags.

The words **authorized, directed, required, requested, approved, ordered, sanctioned, and satisfactory**, unless some other meaning is obvious from the context, shall mean respectively authorized, directed, required, requested, approved, ordered, or sanctioned by or satisfactory to the Public Works Manager.

Section 6

Terms of Reference

6. Terms of Reference

6.1 Part A: Blue Box Recycling Collection Service

Option A

The Work to be done under this Part shall consist of the supply of all materials, vehicles, facilities, equipment and labour necessary for the operation of recycling collection services within the City of Stratford as follows:

- Curbside, **bi-weekly**, box based, single family: approximately 10,159 stops;
- Curbside, **bi-weekly**, box based, specified commercial locations approximately 50 stops;
- Curbside, **weekly**, cart based, specified commercial locations, approximately 165 stops;
- Curbside, **weekly**, cart based, specified multi-family locations, approximately 79 stops; and
- Curbside, **weekly**, cart based, specified educational locations, approximately 17 stops.

Option B

The Work to be done under this Part shall consist of the same as Option A with the exception of:

- Curbside, **weekly**, box based, single family; and
- Curbside, **weekly**, box based, specified commercial locations.

The collector will collect materials from within the City as defined by the map located in Appendix A.

In all cases it is expected that the proposed approach for the collection of recyclables includes the management of materials in a manner that minimizes the cost to the City by establishing an efficient collection that maximizes diversion rates as well as revenues.

Without in any way limiting the scope of the foregoing, the Successful Bidder shall:

1. Collect the recyclables from all specified locations;
2. Deliver all recyclables to the Material Recovery Facility located at Bluewater Recycling Association, 415 Canada Avenue, Huron Park ON N0M 1Y0.
3. Maintain a comprehensive reporting program to the City, on a monthly basis, or as required by the City, concerning all collection program operations.

The table below summarizes the quantities and composition of the City's 2010 recyclable stream from all sources.

Material Type	Total Tonnes	% of Fibre	% of Containers	% of Total Recyclables
Clear Glass	183		29.3%	6.9%
Mixed Coloured Glass	66		10.6%	2.5%
Steel	102		16.3%	3.9%
Aluminum	41		6.6%	1.6%
PET	120		19.2%	4.6%
HDPE	Included in Mixed Plastics		NA	NA
Gable top / Polycoat	Included in OCC		NA	NA
Mixed Plastics	113		18.1%	4.3%
Tubs & Lids	Included in Mixed Plastics		NA	NA
Containers Subtotal	625		100%	23.7%
News #8 (ONP8)	1,212	60.2%		46.0%
Cardboard (OCC)	800	39.8%		30.3%
Boxboard (OBB)	Included in OCC	NA		NA
Hard Pack	Included in OCC	NA		NA
Mixed Fibre	Included in ONP8	NA		NA
Telephone Books	Included in ONP8	NA		NA
Fibre Subtotal	2,012	100%		76.3%
Recycling Totals	2,637			100%

These quantities are based on 2010 data and are provided to give Bidders an indication of the general magnitude of the work and provide a basis for evaluating Proposals. The City of Stratford in no way warrants or guarantees that such quantities will in fact be delivered and expressly disclaims any liability whatsoever arising from reliance or non-reliance on the data.

6.2 Part B: Garbage Collection Services

The Work to be done under this Part shall consist of the supply of all materials, vehicles, facilities, equipment and labour necessary for the operation of garbage collection services within the City of Stratford as follows:

- Curbside, **weekly**, single family: approximately 10,159 stops;

The collector will collect materials from within the City as defined by the map located in Appendix A.

In all cases it is expected that the proposed approach for the collection of Garbage includes the management of the material in a manner that minimizes the cost to the City by establishing an efficient collection system.

Without in any way limiting the scope of the foregoing, the Successful Bidder shall:

1. Collect the Garbage from all specified locations;
2. Deliver all collected Garbage to the City's landfill located at 777 Romeo Street, South or such locations as the Public Works Manager may, in writing designate.
Maintain a comprehensive reporting program to the City, on a monthly basis, or as required by the City, concerning all collection program operations.

Historical Solid Waste	Tonnes
2006	3,355
2007	3,285
2008	3,249
2009	3,201
2010	3,198

6.3 Part C: Curbside Source Separated Organics Collection Services

The Work to be done under this Part shall consist of the supply of all materials, vehicles, facilities, equipment and labour necessary for the operation of SSO collection services within the City of Stratford for all Curbside, single family residences on a weekly basis, should the City decide to implement an SSO collection program.

The City of Stratford will purchase and undertake the distribution of the Green Carts.

Should the City decide to implement an SSO collection program, the collection will operate within the City as defined by the maps located in Appendix A.

In all cases it is expected that the proposed approach for the collection of SSO includes the management of these materials in a manner that minimizes the cost to the City by establishing an efficient collection system.

Without in any way limiting the scope of the foregoing, the Successful Bidder shall:

1. Collect the SSO from all specified locations;
2. Deliver all collected SSO to the composting site located at Orgaworld Canada Ltd., 4675 Wellington Road South, London ON N6E 3W7, or such locations as the Public Works Manager may, in writing designate.
3. Maintain a comprehensive reporting program to the City, on a monthly basis, or as required by the City, concerning all collection program operations.

Initially, collection is anticipated to be provided to all of the City's single family households (10,159). Expansion into other sectors (i.e. multi-family, ICI) will be subject to negotiations between the City and the Bidder and would be based on a number of factors, including but not limited to, the available capacity at the Bidder's facility.

It is envisioned that the Green Cart program will consist of weekly collection of SSO. Using an estimate of 100 kg of SSO produced per household per year, it is anticipated that approximately 1,000 metric tonnes of SSO will require processing during the first year of the contract.

This quantity is provided to give Bidders an indication of the general magnitude of the work and provide a basis for evaluating Proposals. The City of Stratford in no way warrants or guarantees that such quantities will in fact be delivered and expressly disclaims any liability whatsoever arising from reliance or non-reliance on the data.

6.4 Optional Yard Waste Collection Services

The Work to be done under this Part shall consist of the supply of all materials, vehicles, facilities, equipment and labour necessary for the operation of yard waste collection services within the City of Stratford for all Curbside, single family residences per the following schedule:

- One (1) week in January;
- Three (3) weeks in the Spring;
- Three (3) weeks in the Summer; and
- Five (5) weeks in the Fall

The City of Stratford may increase yard waste collection up to fifteen (15) collection weeks.

The collector will collect materials from within the City as defined by the map located in Appendix A.

In all cases it is expected that the proposed approach for the collection of Yard Waste includes the management of these materials in a manner that minimizes the cost to the City by establishing an efficient collection system.

Without in any way limiting the scope of the foregoing, the Successful Bidder shall:

1. Collect the Yard Waste from all specified locations;
2. Deliver all collected Yard Waste to the composting site located at City of Stratford Landfill, 777 Romeo Street South, Stratford ON, or such locations as the Public Works Manager may, in writing designate; and
3. Maintain a comprehensive reporting program to the City, on a monthly basis, or as required by the City, concerning all collection program operations.

Historical Leaf and Yard Waste	Tonnes
2006	790
2007	702
2008	787
2009	1,012
2010	717

6.5 Part D: Curbside Recycling, Garbage, SSO Collection Services and Yard Waste

This part includes all work as described under Sections 6.1 (Option A, B or C) through 6.4.

Without in any way limiting the scope of the foregoing, Bidders must submit a tender for the combined delivery of the Curbside Recycling; Garbage and SSO collection services and optional Yard Waste Collection Services.

The City envisions awarding a single contract as a result of this TENDER to a single Contractor. However, Bidders are advised that the City may elect to award separate contracts to separate Contractors for separate Parts of the work.

Section 7

Collection Schedule

7. Collection Schedule

7.1 Current Collection Schedule

Currently, the City is divided into two (2) zones, Red and Blue. The zones are shown on the map found in Appendix A. All materials to be collected will be set out for collection on both sides of the street.

If a collection day falls on a provincially designated Statutory Holiday, collection will not be shifted to the next day. Rather, collection service is to be provided on all provincially designated Statutory Holidays with the exceptions of Christmas Day and New Year's Day.

7.2 Possible Weekly Collection Schedule

If a weekly collection schedule is adopted, the City will discontinue the use of the zones and all residences will receive weekly collection of garbage and recycling.

7.3 Yard Waste

Yard Waste is collected during certain times during the year as described in Section 1 of this TENDER. Residents are required to place their Yard Waste to the curb before 8:00 a.m. on their regular garbage day during the collection weeks. Yard waste is only collected during the scheduled weeks. The downtown core will receive collection on Friday only.

7.4 Hours of Work

The Contractor will conduct operations so as not to create a nuisance or disturb the peace unnecessarily. Collection Vehicles may not collect materials prior to 8:00 a.m. with the exception of the City's core which may be conducted as early as 6am.

In the case of recycling collection, the recyclables must be unloaded at Bluewater Recycling Association, 415 Canada Avenue, Huron Park ON N0M 1Y0 prior to 6:00pm.

In the case of garbage collection, the garbage must be unloaded at the City of Stratford Landfill, 777 Romeo Street South, Stratford ON by 4:00 p.m.

In the case of Yard Waste, the material must be unloaded at City of Stratford Landfill, 777 Romeo Street South, Stratford ON by 4:00 p.m.

In the case of SSO, the material must be unloaded at Orgaworld Canada Ltd., 4675 Wellington Road South, London ON N6E 3W7 by 6:00 p.m.

Whenever the Contractor desires to depart from the normal working hours specified above (e.g. to compensate for weather conditions), approval from the Public Works Manager / Designate must be obtained. No Saturday or Sunday work will be permitted except in the case of an emergency or if directed by the Public Works Manager / Designate.

Whenever, in the judgment of the Public Works Manager / Designate, it may be necessary or expedient to do additional work from the day collection service at night, on Saturdays, Sundays, holidays or before or after the normal work day, such night or overtime work shall be performed by the Contractor without additional or extra cost to the City.

Section 8

Collection Program

8. Collection Program

8.1 Materials to be Collected

8.1.1 Part A: Recycling Collection Service

Refer to the map in Appendix A for daily Monday to Friday curbside recycling collection and boundaries. All curbside recycling collection is to commence no earlier than 8am with the exception of the City's core which shall be no earlier than 6:00 a.m. on Wednesdays.

The contractor will be required to collect recyclables from the City's depot located at the City's landfill. The recyclables are stored in 95 gallon auto-carts. Collection of all this material must be done daily, by 5:00 p.m., as part of the daily collection route. The City of Stratford has 8 temporary depots located throughout the downtown core that are expected to receive collection as part of the regular Wednesday core collection. Special events throughout the City of Stratford will receive carts for temporary use, dates and locations of these carts will be communicated to the successful contractor.

Newsprint & Paper

Newspapers, flyers
Bond, white and coloured
Shredded paper (bagged)
Books (removed hardcover)
Computer paper
Envelopes
Glossy paper
Junk mail
Magazines and catalogues
Writing paper

Aluminum Containers

Pop, beer, juice
Pie plates & trays
Clean foil
Empty aerosol cans

Ferrous Containers

Juice, food, dog/cat food, tuna containers
Empty aerosol cans
Empty metal paint cans
Metal lids

Corrugated Cardboard

Clean, unwaxed, flattened and bundled, no larger than 90 X 90 X 30 cm (3' X 3' X 1')

Plastic Bottles and Containers

PET #1 pop, water, liquor bottles, etc.
HDPE #2 laundry detergent, bleach, fabric softener, dish liquid, hand soap, bottles, containers, and packaging
Tubs and lids, #1, #2, #3, #4, #5, #7 yogurt, margarine, ice cream containers, etc.
Any household post-consumer rigid (i.e. no foam) plastic container or bottle designated #1-#7. This includes thermoforms, packaging, trays, clamshells, food tubs/lids and all non-bottle containers. See exceptions noted below.

Boxboard

Single layer board, unwaxed, uncoated, free of metal or plastic attachments.
Cereal, cookie, shoe boxes, etc.

Plastic exceptions:

No foam containers or any kind
No containers or materials previously used for hazardous materials (paint, petroleum products, pesticides, medical)
No pails or buckets exceeding a twenty (20) litre capacity.
No biological containers such as plant trays or pots.
No other plastic items such as toys, tools, lawn furniture, etc.
No construction materials such as pipe, hose, tubing, siding, foam insulation, etc.

Other Paper

Paper egg cartons
Paper toilet and towel rolls
White and brown paper bags

LDPE

Plastic grocery and retail bags with a #2 or #4 mobius loop (Bagged)

Not Acceptable

"Aseptic Containers" means any multi-layered beverage box container.

"Gable Top Cartons" includes any folding top, paper beverage or food container.

"Polycoat" means any paper-based carton packaging for beverage and food products. Polycoat cartons are made of bleached paperboard and polyethylene and some varieties (i.e., aseptic polycoat containers) have a micro-thin layer of aluminum foil in the middle.

"Polystyrene Foam" means clean polystyrene foam materials such as those used for cups, plates, food trays, and packaging sometimes marked with SPI Code #6.

8.1.2 Part B: Garbage Collection Service

Regular garbage collection in the City's core is to be conducted on Tuesday and Friday. The Contactor can commence collection by 6am on these days. Refer to the collection map in Appendix A.

Details on what is collected and not collected with respect to garbage are contained in the City's By-law 53-97 (Appendix C).

The City operates a full user pay system for garbage, which requires that all garbage set out for collection is tagged. Tag requirements are presented below. The Contactor will be required to ensure that all garbage set out for collection is properly tagged and if it is not, it is to be left behind. All improperly tagged garbage left behind is to be documented and reported to the City daily noting the location of the uncollected garbage. Improperly tagged garbage includes: untagged garbage, garbage with ½ tags not cut lengthwise, garbage with an insufficient number of tags, or items that over the weight limit of 22 kilograms (does not apply to large items) as well as over filled garbage. Garbage tags affixed to containers must be removed from the container after the garbage has been emptied. When directed by the City, the Contractor will return to remove tags that have been left on containers at the Contractor's expense.

The Contractor is required to manually pick up garbage set out for collection (either in bags or containers) as well as the collection vehicles are to be equipped with automatic dump capabilities for garbage containers ranging in size from 68 to 95 gallon carts.

Large items will be collected as garbage provided the item has a Large Item Tag. Large items includes: beds and box springs; chairs, couches, furniture and other items designated by the City.

In general, the City requires that all residents place garbage plus bulky items (i.e., furniture, mattresses) at the curb each collection. The Contactor shall only collect items set out for garbage collection if the item has an approved garbage tag affixed.

White Goods (i.e. fridges, stoves) are collected separately by City staff and are not included of this TENDER.

8.1.3 Part C: Source Separated Organics Collection Service

- | | | |
|--|--|---|
| <ul style="list-style-type: none">• Fruit• Vegetables• General table scraps• Meat and fish products• Dairy products• Egg shells• Confectionary products• Sauces• Bones• Pet food• Fats• Bread and grains rice• Pasta• Coffee grinds and filters | <p>Paper fibres including:</p> <ul style="list-style-type: none">• Soiled paper towels• Tissues• Paper plates• Soiled paper food packaging (boxboard)• Cardboard• Newspaper• Other packaging materials | <p>Miscellaneous waste including:</p> <ul style="list-style-type: none">• Houseplants and yard wastes• Dryer lint and hair• Sawdust and wood shavings |
|--|--|---|

8.1.4 Optional Yard Waste Collection Service

Details on what is collected and not collected with respect to yard waste are contained in the City's By-law 53-97 (Appendix C).

In general, residences are allowed to place up to twenty (20) bags/units of yard waste to the curb for collection. Yard waste includes hedge trimmings, tree pruning's, leaves, weeds, yard plants and Christmas trees. Yard waste does not include food waste from the kitchen or grass clippings.

8.2 **Tonnage Estimates**

The quantities set out in this TENDER including those in the Appendices, are approximate only and are for the sole purpose of indicating to Bidders the general magnitude of the work and shall be used for the comparison of submissions upon which the award of the contract will be made.

The City expressly disclaims any liability whatsoever arising from reliance or non- reliance on the data provided.

8.3 Adding/Replacing Materials to Collect

The Bidder acknowledges the following:

1. That further changes to the list of recyclable items targeted for collection may be considered at a future point in time by the City;
2. That government regulations may change requiring the mix of Recyclable Materials to change, and
3. That other significant changes to the Recycling Program not covered in the Contract may also be entertained by the City from time to time.

The Bidder agrees that should the City wish to add materials to any of the collection programs, or make changes to the programs as noted above, they may negotiate with the City to determine the terms, if any, under which the Bidder shall begin collection of these materials or implement the other significant changes.

It shall be the responsibility of the City to advise its residents of any changes to the items that can be set out for recycling and the effective date of the change. The Bidder shall, upon the effective date of the change to the materials being collected amend its collection practice to include the new materials.

A change in the quantity of recyclables, garbage or SSO collected by more than 25% (increase or decrease), per stop, in two (2) consecutive years, or at a reduced time frame if approved by the Public Works Manager/ Designate, may form the basis of a re-negotiation of the existing Contract.

A change in the quantity of total yard waste collection by more than 50% (increase or decrease), per stop, in two (2) consecutive years, or at a reduced time frame if approved by the Public Works Manager/ Designate, may form the basis of a re-negotiation of the existing contract.

The City has the right to amend the definition of "garbage", "rubbish", "waste", "non- collectables" and related items at any time during the term of this contract. A change in the definition shall be evidenced in writing with at least thirty (30) days notice prior to the effective date of such change by the Public Works Manager/designate to the Successful Bidder.

It shall be the responsibility of the City to advise its residents of any changes to the items that can be set out for collection under this paragraph and the effective date of the change. The Bidder shall, upon the effective date of the change in the definition of any type of collectibles under the terms of this agreement, amend its collection practice to comply with new definitions.

8.4 Set out Limits

8.4.1 Residential Collection

There is no limit to the amount of recyclables an individual homeowner can set out. Cardboard is to be no larger than 90cm by 90cm by 30cm and all boxes are to be flattened.

Residents are required to purchase and affix a City approved garbage tag for all items set out for collection. Garbage containers/bags must weigh less than 22 kilograms in order to be collected and are restricted to a maximum dimension of 76cm by 96cm. Garbage can sizes range from up to 128 litre (33 Gallons) to 360 Litre (95 Gallons). Large items include any item set out for garbage collection that is larger or heavier than described for garbage containers/bags.

Yard waste set out is limited to twenty (20) items. Individual bags/units must weigh less than 22 kilograms in order to be collected. Bundle sizes no larger than 4 feet in length and branches no larger than 4 inches in diameter.

8.4.2 Businesses and Multi-Family Residences

Businesses, non-profit organizations, government agencies and multi-family residences may participate in the curbside program. Non-profit organizations and government agencies typically include: churches, day care centres, community group homes, fire stations, optimist centres, etc. These establishments typically will:

- Be located on an established residential collection route,
- Limit their garbage to twelve (12) bags and;
- Limit their recycling to five (5) blue boxes

8.4.3 Waste Collection By-Law

Complete details on the collection rules for all sectors are provided in the City's By-law 53-97 (Appendix C).

8.5 Collection Types & Numbers

The total number of locations to be served through the collection service at the start of the contract is estimated below. These numbers include stops at residential, businesses, etc.

Collection Type	Estimated Number
Curbside, single family (box, can, bag)	10,159
Curbside, commercial (box, can, bag)	50
Curbside, commercial (rolling carts, recycling only)	165
Curbside, multi-family (rolling carts, recycling only)	79
Curbside, educational (rolling carts, recycling only)	17
Total	10,470

These numbers should be taken as a base or estimate of the number of stops to be served by the Contractor. They were estimated based on the actual number of stops as of August 2011. The Contractor will be required to continually add households, business, etc. New stops will be added as new homes are built and Curbside collection is made possible on a new street or subdivision.

The unit price per stop submitted will be used to calculate the incremental cost to add and delete stops to this contract. The Bidder will be compensated for the additional stops on an annual basis based on the increase or decrease in the number of stops as determined by the City's Planning Department.

Failure to collect SCC stops as scheduled will result in Liquidated Damages as per Section 8.24.

8.6 Approved Containers - Curbside

Containment of materials is the responsibility of the individual households, designated businesses, etc. The City desire is to permit some flexibility in allowing residents a choice of curbside container. Approved curbside containers for recycling, garbage, yard waste and SSO are listed in the tables below.

Material Stream	Approved and Promoted Options by the City	Notes
Recycling – Containers	<ol style="list-style-type: none"> Standard Blue Box (any size) Other rigid containers such as a laundry basket, crate, etc 	None
Recycling – Fibres	<ol style="list-style-type: none"> Standard Blue Box (any size) Other rigid containers such as a laundry basket, crate, etc Bundled/tied 	<p>Boxes must be flattened</p> <p>Cardboard must be no greater than 76cm by 76cm by 20cm</p>
Garbage	<ol style="list-style-type: none"> Rigid Containers (128 to 360L), max 22kg Plastic bags (up to 76cm x 96cm) , max 22 kg Large items (couches, etc) 68-95 gallon carts requiring an automatic lift 	<p>Rigid Containers and Plastic bags require a “bag tag” to be affixed</p> <p>Any item greater in size or weigh than containers or bags; requires a “large item tag” to be affixed</p>
Yard Waste	<ol style="list-style-type: none"> Clearly marked Certified Compostable bag (max 22kg) 110 Litre Kraft Paper bag Bundles no longer than 4feet or larger than 4 inches in diameter 	<p>Plastic bags as an acceptable container were phased out in the Spring of 2011</p> <p>The City is considering reusable containers and the collection contractor will be expected to accommodate this should it be implemented</p>
SSO	Standard rolling cart, certified compostable bag	None

Currently garbage cans, black bags, paper bags and certified compostable bags are available for purchase through retail locations throughout the City. Standard plastic bags are no longer accepted in the Yard Waste Program. When collecting, the Bidder must ensure bags collected in the Yard Waste Program are certified compostable and not plastic.

Bags marked with one or both of the following logos are the only compostable bags accepted in the program.



8.7 Approved Containers – Businesses and Multi-Family

Approved containers for businesses, commercial locations, educational locations and multi-family locations for recycling and garbage, are listed in the tables below.

Material Stream	Approved and Promoted Options by the City	Notes
Recycling – Containers	68 and 95 gallon rolling cart	None
Recycling – Fibres	68 and 95 gallon rolling cart	None
Garbage	68 and 95 gallon rolling cart	None

8.8 City of Stratford’s Communication with Program Participants

The City will communicate to program participant’s information and instructions that illustrate how materials are to be prepared and placed at the curb. The current instructions which can be found in the Appendices.

8.9 General Operating Details for Collection

At a minimum, the method of collection:

1. Must be single stream recyclables;
2. Must be consistent with the details in the 2011 collection information;
3. Must be collected with a recycling collection vehicle;
4. Must be fully capable of collecting recyclable materials set out by residents, businesses, etc
5. Must be fully capable of collecting recyclable materials set out in the containers identified in Section 8.7 and 8.8, Approved Containers;
6. Must collect all recyclable material stipulated in the signed contract;
7. Must ensure that when collecting from rigid containers, collection crews:
 - Place properly sorted recyclable materials into the corresponding compartment in the recycling collection vehicle;
 - Separate/remove/leave behind improperly set-out materials for recycling collection (i.e. contamination);
 - Return non-recyclable material back into the rigid container with a courtesy sticker or handout as per Sections 8.14 Reporting of Non-Collectable Incidents & Use of Courtesy Stickers and 8.18 Labour Dispute Contingency and Emergency Plans; and
 - Return the rigid recycling container(s) to approximately the same location in which they were found prior to collection, in an upside down position.
9. Must collect items:
 - At the curbside or roadside of a public roadway in approved recycling containers, when generated by single family households, businesses, eg on a residential route; and
 - At the curbside or roadside, or at a central location, of public or private drives of townhouses, row houses, condominium complexes and trailer parks where the Public Works Manager / Designate and Successful Bidder deem such drives to be safely negotiable by recycling collection vehicles
10. Must adhere to the City’s Idling Control By-law 133-2001 (Appendix D);
11. Cause the least possible disruption and inconvenience to vehicular traffic, pedestrian traffic and residences and, or businesses; and
12. Must ensure collected material is transported directly to the approved receiving facility (including any transfer station proposed to be utilized).

8.10 Information Line

The City will operate a complaint and information line during regular business hours. Through discussion with the callers, the City will determine whether missed materials will be picked up or not, and inform the caller. Some calls may require further investigation by the Contractor. For example, in cases where the materials were not placed in the appropriate location by the prescribed collection start time, the caller will be instructed to store their materials until the next collection day. Calls that require action by the Bidder (e.g. incomplete routes) will be forwarded directly to the route supervisor for immediate action.

City staff will forward service requests prompted by calls to the Bidder electronically or by telephone.

8.11 Returning Containers after Emptying

All containers used to set out materials will be replaced in approximately the same location in which they were found prior to collection, but in no case shall they be replaced on the traveled portion of the road, driveway, parking lot or the pedestrian portion of the sidewalk. Containers will be returned in an upside down position and, at no point, be placed as to block a driveway to a residence or business.

Care shall be used not to damage the containers during collection and the Bidder shall be responsible for all damage to blue boxes as a result of the work and will replace the damaged container with a new one of equal size and quality and deliver it, at their expense, to the address where the damage occurred.

8.12 Successful Bidder Not to Collect

The Contractor is not required to collect recyclables, garbage, yard waste or SSO if the materials are:

- Not set out in accordance with the requirements of this TENDER or the City's waste management Bylaw;
- Presents a health risk to the collector (i.e. broken glass, hazardous material); or
- Is estimated to contain more than 50% non-compliant materials.

The City will provide the Contractor with courtesy stickers which will advise residents, business owners, etc of the reasons that the material set out has not been collected. Under no circumstance will the Contractor provide written information to program participants that has not been approved and supplied by the City.

8.13 Reporting of Non-Collectable Incidents & Use of Courtesy Stickers

Level 1 - Routine

The Contractor shall be required to record addresses for the routine use of courtesy stickers. Routine use includes but is not limited to:

1. Non-compliant material left behind;
2. Oversized container;
3. Overweight container;
4. Material not properly streamed, where streaming is required (recycling only); and
5. Cardboard boxes not broken down or oversized cardboard (recycling only)

Level 2 – Non-Routine

The Contractor will report non-routine use of courtesy stickers. Reports will be submitted electronically to the Public Works Manager / Designate and will include addresses and the nature of the problem. The reports will be submitted on a daily basis and will include information about:

1. Set-outs containing an estimated 50% or more non compliant material (recycling only); and
2. Instances when the collector wishes to issue a courtesy sticker and there is no rigid container or material on which to affix it (i.e. the participant has used only bags which are collected as they contain less than 50% non recyclable material) (recycling only)

Level 3 – Hazardous Set-Outs

When a set-out presents a potential health risk to the collector or residents, the Contractor will notify the City immediately (i.e. within one (1) hour) of the address and nature of the problem.

8.14 Missed Collection Stops by the Contractor and Late Set Outs by Residents

If the Contractor misses one (1) or more collection stops or part of a collection route or is asked to return for a late set-out, the Contractor will make every reasonable effort to collect the missed set out or late set out on the same collection day. If this is not possible, the missed or late set out will be collected on the following working day before 9 a.m. Liquidated Damages (Section 8.24) may apply for missed collections. What is "reasonable" or

“possible” will be determined by the Public Works Manager/ Designate.

8.15 Spillage and Litter

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

8.16 Mechanical or Oil Spills

The Contractor will report, promptly to the City, spills or discharges of pollutants or contaminants under the control of the Contractor. Such spills or discharges and their adverse affects are defined in the *Environmental Protection Act*, R.S.O. 1990 (EPA), as amended and all regulations thereto. The Contractor shall comply with the requirements of the EPA including all notice requirements including notifying the Spills Action Centre of the Ministry of the Environment (1-800-268-6060).

In addition to the above requirements, any collection vehicles being operated will cease operation until the Contractor's Supervisor arrives on site. Absorbent will be laid down immediately. As soon as the absorbent has had the desired effect, it is to be scraped from the road or affected property. If residue still remains the Contractor will apply another layer of absorbent and repeat the process until the site is in a clean and tidy condition. Failure to respond immediately to this kind of spill may result in damage to asphalt or other damage for which the Contractor will be responsible.

If necessary, at the City discretion, a power wash and, or blacktopping will be utilized at the contractor's expense as well as any other restoration as required..

8.17 Labour Dispute Contingency and Emergency Plans

The Contractor agrees to provide a written Contingency Plan as to how it intends to perform its obligations under the contract in the event of a labour dispute, strike, slowdown or work stoppage involving employees of the Contractor who are providing the services set out in the contract or employees of a permitted subcontractor.

The Contractor also agrees to provide an emergency plan. The plan will detail those actions which the contractor will take to deal with emergency situations such as ice storms, extreme snow storms, floods, fire or other natural disasters that would require deviation from normal operating procedures.

The Contractor agrees to provide a copy of both the contingency and emergency plan as part of their proposal submission at the time of closing. The Contractor agrees that these plans shall be amended as requested from time to time by the Public Works Manager / Designate. Further, the Successful Bidder agrees to immediately provide the Public Works Manager / Designate copies of the amendments to the plans, as such amendments are made.

8.18 Processing & Disposal Locations

8.18.1 Location of Material Recovery Facility

All recyclables shall be delivered by the Contractor to Bluewater Recycling Association, 415 Canada Avenue, Huron Park, ON N0M 1Y0.

The Contractor shall not bear any charge for tipping recyclables related to this contract at this site.

8.18.2 Location of Landfill Site

All garbage shall be delivered to the City's landfill located at 777 Romeo Street South, Stratford ON.

The Successful Bidder shall not bear any charge for tipping waste related to this contract at this site.

8.18.3 Location of Composting Site for Source Separated Organics

All garbage shall be delivered to Orgaworld Canada Ltd., 4675 Wellington Road South, London ON N6E 3W7.

The Successful Bidder shall not bear any charge for tipping waste related to this contract at this site.

8.18.4 Location of Composting Site for Yard Waste

All Yard Waste shall be delivered to City's landfill located at 777 Romeo Street South, Stratford ON.

The Successful Bidder shall not bear any charge for tipping waste related to this contract at this site.

8.19 Weighing of Material

Unless permission is obtained from the Public Works Manager / Designate, all collected materials must be weighed when delivered to the assigned disposal location.

All collection vehicles carrying materials collected under the terms of this contract must cross the weigh scales and be weighed. The vehicle must clearly display the identification number and licence plate so that it can be easily recorded by the scale house operator. The driver of the collection vehicle must provide the scale house operator with the particular information related to the material being delivered and where it was collected from.

The Contractor agrees to follow the procedure for off loading materials at the designated site (Material Recovery Facility, Landfill and Composting Facilities) as outlined in Appendix E.

8.20 Recycling Contamination Management

The collection crews will make every reasonable effort to ensure that the collections are consistent with the specifications outlined in the Contract.

The allowable contamination rate for recycling collection is 5%. This means 95% or more of the materials, collected by weight, must be recyclable materials. If the collection contractor delivers recyclable material the MRF with a contamination rate in excess of 5%, the City will be entitled to Liquidated Damages as set out in Section 8.23, and as described under Special Provisions in Section 8.22 Special Provisions.

8.21 Audits and Inspections

At any time during each month of the contract, the Public Works Manager / Designate may:

1. Conduct periodic waste audits of the material being collected to determine the amount of non-compliant material being set out at the curbside.
2. Survey any of the contractor's collection vehicles during collection to ensure the contractor's collection vehicles and the method of collection are in compliance with the requirements of the contract and any other legislation.
3. Conduct audits on the incoming loads from recycling collection vehicles to ensure that contamination levels are at an acceptable level. The audits shall be completed at the discretion of the Public Works Manager / Designate and the load(s) selected for the audit(s) will be inspected by an auditor designated by the Public Works Manager / Designate to determine the actual contamination rate for the particular calendar month. If the contamination rate is greater than the allowable rate specified in the TENDER, the Contractor will pay for the cost of the audit.

8.22 Special Provisions

The Contractor acknowledges that the City will experience increased administrative and operational costs in the event of the Contractor's non-performance or poor performance of its contractual obligations. Accordingly, the parties agree that in view of the difficulty of ascertaining the actual losses which the City will suffer by reason of the non-performance or poor performance of the Contractor's contractual obligations, and in view of the fact that the accumulated effect of repeated incidents of non-performance or poor performance will increase costs to the City, the parties hereby agree upon and fix as the Liquidated Damages that the City will suffer by reason of said non-performance or poor performance, and not as a penalty, the amounts as set out in Sub-Section 8.23 of this TENDER.

The City will assess liquidated damages for each instance of non-performance as identified in Section 8.23.

The City may deduct and retain the amounts of such Liquidated Damages out of the monies that may be due or become due to the Contractor under the Contract, i.e. deduction from the monthly invoice. The Public Works Manager / Designate at its sole discretion may determine whether liquidated damages are to be applied. The Contractor agrees to abide by the schedule of Liquidated Damages.

The Contractor shall pay the City the indicated amount per incidence of non-performance or poor performance on a monthly basis. Annually the number of incidences shall be accumulated. At the end of each fiscal year the number of accumulated incidences will start at zero again. The Liquidated Damages payable under this section are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the City. Without limiting the generality of the foregoing, the assessing of Liquidated Damages shall not prevent the City from recovering from the Contractor the amount of any damages incurred by the City over and above the amount of the Liquidated Damages assessed (e.g. additional costs incurred by the City from measures taken to ensure that the work is completed).

8.23 Schedule of Liquidated Damages

TENDER Section Reference	Incident	Liquidated Damages
5 & 8.14	Failure to complete the day's work (i.e. work carried over to the following day and/or fifteen (15) or more missed collections	<ol style="list-style-type: none"> 1. \$500 per route 2. \$1,000 per route on the 2nd consecutive day 3. \$1,500 per route on the 3rd consecutive day
7.6	Failure to perform collections within the specified hours of work	\$100 per day, per route
8.0	Failure to meet the General Operating Details for Collection	\$100 per incident
8.13, 10.6 & 11.8	Failure to meet the Record Keeping and Reporting Requirements	\$500 per incident
8.14	Failure to return for Missed Collection as directed by the Public Works Manager / Designate for less than 15 stops per day	\$100 per incident
8.20	Failure to meet the Residue Management requirements	\$100 per incident
9.5	Failure to comply with compaction ratio or weight limits	\$500 per load
9.8	Using vehicles dedicated to this contract to collect material from a private account or making collections not approved by the City	<ol style="list-style-type: none"> 1. \$500 per truck, 1st incident 2. \$1,000 per truck, 2nd incident 3. \$1,500 per truck, 3rd incident
10.2	Failure to respond to complaints as directed by the Public Works Manager / Designate	\$100 per incident
10.3 & 10.4	Failure to meet Customer Service Standards	\$100 per incident
10.5 & 10.6	Failure to meet the Health and Safety Standards	<ol style="list-style-type: none"> 1. \$500 per truck, 1st incident 2. \$1,000 per truck, 2nd incident 3. \$1,500 per truck, 3rd incident
Appendix E	Failure to follow the Off Loading Procedure at the disposal locations	\$100 per incident

Section 9

Collection Vehicles

9. Collection Vehicles

9.1 General

The Contractor is required to provide appropriate collection vehicle(s) for the fulfillment of the work in accordance with the terms of this Request for Tender. Failure to provide such collection vehicle(s) shall be sufficient reason to declare the Successful Bidder in default and forfeiture of the Performance Bond to the City.

9.2 Age of Collection Vehicles

All collection vehicles used in the performance of the work shall not exceed eight (8) years of age at the commencement of the Contract and no collection vehicle, including spare collection vehicles shall exceed ten (10) years of age during the term of the Contract.

9.3 Industry, Regulatory, Safety, Licensing & Other Standards

The Contractor will have a valid Commercial Vehicle Operators Registration (CVOR), and the Overall Safety Rating must be satisfactory (audited or unaudited). The CVOR must be maintained in this standing with the Ministry of Transportation for the duration of the Contract. Similarly, the Contractor will also hold in good standing, a valid Certificate of Approval for a Waste Management System with the Ministry of Environment as it is required for waste hauling activity.

Overall, collection vehicles to be used for the performance of service must conform to all current industry, regulatory, safety, licensing and other applicable standards as amended.

9.4 Physical and Mechanical Requirements

All collection vehicles must have fully enclosed steel bodies to prevent loss or spillage of the materials. Collection vehicles must also be mounted on an adequate truck chassis.

9.5 Compaction Vehicles for Recycling Collection

Compacting or non-compacting vehicles may be used for Collection Service. Where Recycling Collection Vehicles capable of compaction are in use, the Contractor will adhere to a maximum allowable compaction pressure equivalent to 2:1 (by weight) for the single stream recyclables.

9.6 Appearance of Collection Vehicles

The body of all collection vehicles shall be freshly painted at the Contractor's expense prior to commencement of the work. It is expected the collection vehicles will be maintained in a rust free condition for the duration of the contract. Throughout the contract the City will require the Contractor to re-paint any or all collection vehicles not in a rust free condition at the Contractor's expense.

The Contractor will not carry advertising on the collection vehicles. Recycling and other waste management messages may be promoted on the collection vehicles with the approval of the Public Works Manager / Designate.

Collection vehicles may display the Contractor's name and logo.

The Contractor shall ensure that each collection vehicle displays a four (4) digit identification number of sufficient size to be easily identified on the front, rear and sides. The last two (2) digits of the identification number shall represent the year the collection vehicle was manufactured. Any additional collection vehicles which may be required during the contract will also require a similar system of numbering.

The Contractor shall, at their own expense make arrangements for the exterior of all collection vehicles to be washed a minimum of once a week or as directed by the Public Works Manager / Designate. The Contractor shall also disinfect the inside and outside of the collection vehicles on a regular basis or as directed by the Public Works Manager / Designate so as not to cause any offensive odours.

9.7 Daily Supply of Collection Vehicles

The Contractor shall license, operate and maintain at all times, a sufficient number of collection vehicles to properly maintain the satisfactory standard of service provided for in the contract.

The Contractor is fully responsible for determining and providing the number of collection vehicles required to perform 100% of each day's collection within the designated times.

In the event of equipment breakdown, the Contractor shall supply without any unreasonable delay, sufficient alternative equipment to complete the work in accordance with the terms of the contract.

If in the opinion of the Public Works Manager / Designate, the Contractor does not have adequate collection vehicles to properly provide service in accordance with this contract(s), the Public Works Manager / Designate will have the right to require the Contractor to increase the number of collection vehicles required, as determined by him or her, to ensure that the performance is in accordance with the terms of the contract. The Contractor shall comply with the direction and shall not be entitled to additional compensation over and above the contract unit prices as a result of any requirements for these additional collection vehicles.

The Contractor shall have access to a sufficient number of spare collection vehicles to dedicate to this contract to ensure that in the event of a breakdown, the collection continues to be performed in accordance with the terms of the contract. The Contractor shall have access to at least one (1) spare recycling and one (1) spare garbage collection vehicle, not more than five (5) years old at the start of the contract. The Contractor should consider parking spare collection vehicles in a yard within City limits.

9.8 Private Accounts

Under no circumstances will collection vehicles used in carrying out any of the work of the contract engage in private collections or collections above the standardized level of service while completing a City collection route. If a collection vehicle used in carrying out the contract is found collecting private accounts or making other collections that are not included in this contract while completing a City collection route, the City will be entitled to Liquidated Damages as described in Section 8.24, Table 8 – Liquidated Damages.

9.9 Maintenance of Collection Vehicles

Collection vehicles must be maintained in an exemplary condition and on a regular basis. The Contractor is responsible for the maintenance, repairs and operating costs of the collection vehicles including fuel, lubrication, licensing, insurance, washing and storage. The Contractor will maintain a record of all maintenance services performed on the collection vehicles and shall forward a copy of the record to the Public Works Manager / Designate if requested.

The collection vehicles are to be properly constructed and maintained to eliminate the depositing of debris onto the street during collection and while traveling to the appropriate disposal location. Any collection vehicle found to be depositing debris as a malfunction of the vehicle shall be removed immediately from performing the work.

The Contractor shall promptly repair all body damage such as scratches and dents to the satisfaction of the City.

The Contractor shall make every reasonable effort to ensure collection vehicles are empty of Materials at the end of the day.

The City reserves the right to have any collection vehicle it deems not mechanically sound, clean or properly labelled removed from the work until such time as the collection vehicle is deemed mechanically sound, clean and properly labelled.

9.10 Additional Equipment for Collection Vehicle

Each collection vehicle will be equipped with a shovel, broom, protective gloves and garbage bags for the purpose of cleaning up any debris that has spilled while performing the work.

Each collection vehicle will also be equipped with a spill kit that shall include absorbent material in the event of oil, fuel, or hazardous material spill and a mat for the purpose of covering storm and sanitary sewers covers/ catch basins in order to prevent spills to these locations.

All collection vehicles must be fitted with necessary and functioning safety devices and must be equipped with a two-way radio. Each collection vehicle will also be equipped with a fire extinguisher, first aid kit and reflective safety vests.

9.11 Alternative Fuels / Green Fleet Initiatives

Consideration will be given to Proponents who incorporate alternative fuels and other green fleet initiatives into their Tender submission. The alternative fuels and, or green fleet initiatives must be fully explained in the work plan submitted.

Section 10

Staffing

10. Staffing

10.1 Contract Supervision by the Contractor

The City will be provided, to the satisfaction of the Public Works Manager / Designate, with the email addresses and telephone numbers of the Contractor's representatives who may be contacted at anytime, 24 hours per day, 7 days per week, on matters relating to this contract and who shall have overall responsibility for the contract. Email accounts must be checked at a minimum, twice per day (10 a.m. and 2 p.m.), Monday to Saturday. This does not eliminate the need to receive routine emails, telephone calls and work orders throughout the day.

10.2 Route Supervisor(s)

The Contractor must have on duty on all collection days, (a) qualified supervisor(s), so as to ensure a courteous, prompt and efficient service for handling complaints. The route supervisor(s) will be available during all hours the trucks are carrying out the work. The supervisor(s) must have a vehicle that is capable of picking up material missed by any of the collection vehicle operators and which in the opinion of the Public Works Manager/Designate is the responsibility of the contractor. The route supervisor(s) will be equipped with handheld devices which are capable of both telephone and email communication.

10.3 Customer Service Standards

Employees shall be polite, courteous and respectful towards the public at all times. The Contractor shall employ for this work, only competent and skilful workers. The Contractor shall further ensure that a high standard of service, courtesy and consideration is exhibited in all of its dealings with residents, visitors and the general public, and that it conducts all of its operations, including its administrative functions, with the utmost regard for enhancing public relations; and in recognition of the need to uphold and maintain the positive public image of the City.

Specifically, the Contractor shall ensure:

- Worker compliance with the collection stipulations outlined for the collection contract,
- Workers are well informed of the customer service standards expected of them, namely to be professional in attitude & appearance.

10.4 Customer Service Training

All staff retained by the Contractor for this contract shall have appropriate, specialized training to ensure that they behave at all times in a polite, courteous and respectful manner while fulfilling their duties. The Contractor will use this training to help prevent any of the following incidents from occurring:

1. Staff in possession of or under the influence of alcohol, illegal narcotics or controlled substances;
2. Unsafe practices;
3. Use of foul, profane, vulgar or obscene language;
4. Exhibiting behaviour that may reasonably be considered offensive and unacceptable customer service;
5. Solicitation of gratuities or tips from the public for services performed under the contract;
6. Refusal to collect and, or handle material placed out for collection in accordance with the contract;
7. Deliberate or reckless destruction of private or public property;
8. Deliberate or reckless scattering, spilling, or disposal of collectable materials, non collectable items; or collection containers that have been set out by program participants;
9. Provision of any collection service by an employee who is not wearing an easily identifiable, neat, and clean uniform; and
10. Scavenging.

The Public Works Manager / Designate may bring, to the attention of the Contractor, employee performance issues or any of the obligations under the contract or assess Liquidated Damages as noted in the Special Provisions, clause 8.22, where the Public Works Manager / Designate, in his or her sole discretion, considers that any of the above incidents have occurred.

10.5 Health & Safety Standard

The Contractor acknowledges that it will ensure compliance with all Federal, Provincial, and Municipal occupational health and safety regulations. The Contractor accepts the responsibility for the health and safety of its employees and its Subcontractors (if Subcontractors are used) and will take all reasonable precautions for the protection of its employees and Subcontractors.

10.6 Health & Safety Training

The Contractor shall provide training for employees and Sub-contractors (if applicable) involved with the contract. The training shall include but is not limited to, health and safety training, training on how to operate equipment and vehicles, and emergency response measures.

The Contractor shall set up, maintain, and enforce safety policies and procedures for the protection of its staff and other persons involved with their operations.

The Contractor shall provide the Public Works Manager/Designate, one (1) month prior to start-up with written confirmation that all employees directly involved with the contract have undergone a complete safety training program before undertaking any activities for the contract. This written confirmation will be updated annually by the Contractor as new employees are engaged. The safety training shall conform to the Contractor's policies and procedures.

10.7 Personnel Listing

The Contractor shall provide the Public Works Manager/Designate with a list of management and supervisory positions, including names of persons involved in the Collection Program operations, one (1) month prior to start-up and whenever there are changes to the list due to changes in personnel or the addition or deletion of positions. Included in the personnel listings will be the telephone numbers and email addresses for all administrative and supervisory staff that will be in contact with the City.

10.8 Employee Appearance

The Contractor shall provide satisfactory uniforms for all staff and require them to be maintained and worn at all times. The uniforms shall include a hard hat, safety glasses, safety vests and safety shoes.

The Contractor's employees shall be required to be neat, respectful, courteous and sober at all times and shall perform the duties in a manner which shall present a high level of public relations for the Contractor and the City.

In the event that any person employed by the Contractor in connection with the work arising out of the contract gives, in the opinion of the Public Works Manager / Designate just cause for complaint, the Contractor upon notification by the City in writing shall not permit such person to continue in any future work.

Section 11

Requirements and General Specifications

11. Bidder Requirements and General Specifications

11.1 Implementation Prior to Start-up

The Contractor shall, within two (2) weeks of the receipt of a set of Executed Contract Documents, submit a proposed implementation schedule to the Public Works Manager / Designate for approval. This implementation schedule shall show clearly, in weekly stages, the proposed progress of the main items such as: evidence of purchase plans for Collection Vehicles; arrangements to open a local office if one is not currently in operation; initiation of agreements with the sub-contractors (if any) as well as staff recruitment and selection plans.

Collection Vehicles

A minimum of one (1) month prior to Contract start-up, the Contractor will submit for the Public Works Manager's / Designate review a finalized listing of all the vehicles to be utilized in the collection program which includes:

- Make,
- Model,
- Type,
- Size (i.e. capacity),
- The year of purchase for each vehicle, its life expectancy and anticipated replacement date.

Collection Routes

A minimum of two (2) month prior to Contract start-up, the Contractor will also submit Route maps for the Public Works Manager's / Designate approval. The Route maps are to clearly outline:

- The Route for each truck on each collection day,
- The vehicle license number, route number and truck number,
- The starting time and location for each route/truck,
- The approximate finishing time and location for each route/truck, and
- The location of town homes, Special consideration collections, or any other location with special collection needs.

The City will keep a copy of all route maps. The individual collection routes and collection days will not be changed during the Contract without prior written approval of the Public Works Manager / Designate.

Drivers shall retain the same route and truck number for each collection day and shall maintain a consistent collection time pattern (i.e. pass by a house at approximately the same time each collection day).

Collection Vehicle Pictures / Inspections

A minimum of two (2) weeks prior to the commencement of the Contract, the Contractor shall supply the City with digital pictures of each collection vehicle. The pictures will clearly show the front, rear and two sides of each collection vehicle dedicated to the Contract.

The Public Works Manager / Designate may elect to inspect the Contractor's fleet at the Contractor's facility at least two (2) weeks prior to the start of the waste management collection service to ensure there are adequate Collection Vehicles assigned for the Contract.

11.2 Coordination Meetings

The Contractor shall attend such meetings with City staff as may be required by the City to co-ordinate services affected by the Contract both prior to start-up and during the term of the Contract.

11.3 Innovation Clause

To ensure continuous improvement and best practices, the Contractor shall attend meetings annually, or as otherwise agreed upon, to present and discuss proposals for improvements to the effectiveness (percent of material being recovered) and efficiency (net cost of the materials recovered) of the Contract being delivered. At this time, both parties can bring forward and discuss possible Contract amendments. Any innovation Contract amendments will be at the sole discretion of the City and agreed to by the Contractor and subject to approval by City Council.

11.4 Contractor's Office and Base of Operation

The Contractor shall maintain an office and base of operation within 100 km of the City of Stratford during normal business hours (7:00 a.m. to 5:00 p.m.). The office shall be equipped with telephones, computers (with high

speed internet and email capability) and a fax machine. The Contractor shall staff the site during normal business hours, Monday to Friday to receive correspondence from the Public Works Manager/ Designate regarding contracting issues and to help carry out the work and corrective actions.

The base of operation shall have adequate parking space available to accommodate the parking requirements of the collection vehicle fleet and any other vehicles used in the administration of the Contract.

The Public Works Manager / Designate may visit the Contractor's office from time to time to participate in meetings and to ensure that the facilities are adequately meeting the needs of the Contract.

The Bidder shall provide information regarding their office in their Technical Submission.

11.5 Scavenging

Under no circumstances shall the Contractor's staff engage in scavenging of materials collected through the City waste collection programs or scavenge materials at the facility designated to receive the City's materials.

11.6 Promotion & Education

The City will be responsible for the design, production and distribution of all required promotion and education materials.

The Contractor will participate in the operation of promotion and education campaigns to raise recycling and waste reduction awareness within the City. Components of the promotion and education campaigns will include, but are not limited to: contact with the public on collection routes (e.g. answering questions, providing information)

11.7 Cooperation with Demonstration Projects

The City is committed to minimizing the cost of Recyclable Material, Garbage, Yard Waste and SSO Collection Services while maintaining their convenience and improving the overall diversion of waste from landfill. To this end, the City continues to explore new methods and techniques, and may from time to time undertake Demonstration Projects such as waste composition studies or pilot projects.

In the event a Demonstration Project is undertaken, the City may suspend, delay and, or monitor all or a portion of the Work in a defined area. The City may or may not require the Contractor's workforce and, or equipment to participate in, or operate a Demonstration Project. Should the Contractor's workforce and, or equipment be required, the basis of payment will be determined at the time of the project by the City through mutual consent with the Contractor.

The Public Works Manager / Designate reserves the right to contract or partner with any other person, agency or firm, for the purposes of conducting any Demonstration Project.

11.8 Record Keeping & Reporting Requirements

The Contractor is to maintain a comprehensive record keeping program and submit reports to the Public Works Manager/Designate concerning program operations. The following table details the record keeping and reporting requirements and their respective due dates.

Record / Report Title	Due Date
Age of Vehicles Report each time a collection vehicle is replaced either because it has exceeded the ten (10) year mark or due to mechanical failure	Within fourteen (14) days of the change
Accidents All accidents must be accurately documented (whether minor or major) involving the public or damage to public or private property	Within one (1) hour of occurrence
Damage Claims Provide written records and copies of claims (for each occurrence) where damages have been sustained, and as they apply to this contract	Within two (2) business days of receipt of the record or claim
Mechanical or Oil Spills Report any spill to the Spills Action Centre of the Ministry of the Environment (1-800-268-6060) in addition to the Public Works Manager / Designate	Immediately (within one (1) hour of the incident)
Routine Collection Issues & Corrective Actions Notify the City of corrective measures taken to resolve routine collection issues such as missed stops, broken blue boxes/carts/bins brought to the attention of the Contractor by the City	End of the day or at a time agreed to by the City
Non-Routine Collection Issues & Corrective Actions Notify the City of all non-routine collection issues such as incomplete routes, disagreements between a resident and the Contractor, etc and the proposed corrective action to be taken in response to the issue	Immediately (within one (1) hour of the incident)
Commercial Vehicle Operator's Registration (CVOR) Provide evidence of a valid CVOR throughout the term of the contract	Annually (July)
Certificate of Approval of a Waste Management System Provide evidence of a valid C of A throughout the term of the contract	Annually (July)
Resolve Claim Notification Provide written confirmation that all claims for damage from residents were resolved within thirty (30) days of the receipt of the claim	Thirty (30) days following the claim

Section 12

Requirements at Time of Execution

12. Requirements at the Time of Execution

Subject to an award of the proposal, the successful Contractor is required to submit the following documentation as outlined in Information to Bidders in Section 2:

1. Executed Bond
 1. City of Stratford Performance Bond in the amount of 100% of the successful Contractor's year one (1) annual price,
OR
 2. Irrevocable Letter of Credit in the amount of 100% of the successful Contractor's year one (1) annual price,
2. Insurance Documents
3. Clearance Certificate from the Workplace Safety and Insurance Board
4. Safety Policies and Procedures and Related Documentation
5. Executed Legal Agreement in a form satisfactory to the City of Stratford.

If the Contractor for any reason, defaults or fails in any matter or thing referred to under "Requirements at Time of Execution", the City shall be at liberty to retain the money deposited by the Contractor for use by the City as Liquidated Damages. In the event of default, the City reserves the right to accept any other tender, advertise for new tenders or carry out the work in any way as the City may, at its sole discretion, deem best.

12.1 Executed Bond

1. The Contractor shall be required to submit to the City a Performance Bond guaranteeing the full and faithful performance of the work, in an amount of 100% of the Contractor's price.
2. The bonds shall be those as issued by a bonding agency licensed to operate in the Province of Ontario, and only on the City standard Form of Bond.

OR

3. An Irrevocable Letter of Credit from a recognized Financial Institution in the amount of 100% of the Contractor's price, in a form acceptable to the City Treasurer.

The Contractor shall not commence work until such time as the requested Bond/Letter of Credit has been approved by the City Treasurer.

The Irrevocable Letter of Credit shall act as guarantee that the Contractor will perform the work contemplated herein. If the Contractor expressly or by implication repudiates the contract herein, the City may terminate the contract immediately upon written notice and immediately draw upon the Irrevocable Letter of Credit as liquidated damages. Notwithstanding the above, the City shall retain any other right which it may have in law to claim for any and all damages which it may suffer as a result of the Contractor's breach of the provisions set forth in the contract.

12.2 Insurance and Indemnification

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

1. Comprehensive general liability insurance on an occurrence basis for an amount not less than two million (\$2,000,000) dollars and shall include the City as an additional insured with respect to the successful bidders operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses.
2. Automobile liability insurance for an amount not less than two million (\$2,000,000) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this Agreement.
3. Environmental Impairment liability insurance covering the work and services described in this Agreement including coverage for loss or claims arising from contamination to third party property or bodily injury during transit. Such policy shall provide coverage for an amount not less than one million (\$1,000,000.) dollars and shall remain in force for twelve (12) months following completion of work.
4. The policies shown above will not be cancelled or permitted to lapse unless the insurer notifies the City in

writing at least thirty (30) days prior to the effective date of cancellation or expiry. The City reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as the City may reasonable require.

5. The Contractor shall not commence work until satisfactory evidence of insurance has been filed with and approved by the Purchasing Department of the City. The Contractor shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date of the duration of the contract.
6. The Contractor shall indemnify and hold the City harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees occasioned wholly or in part by any acts or omissions either in negligence or nuisance whether wilful or otherwise by the Contractor, its agents, officers, employees or other persons for whom the Contractor is legally responsible.

12.3 Contract Document

Execute a Contract Document in triplicate in a form satisfactory to the City.

Section 13

Terms and Conditions

13. Terms and Conditions

13.1 Contract Period

The term of the contract will be for a period of seven (7) years commencing as early as July 1, 2012. The contract could start earlier depending on the contractor's availability to mobilize and the respective processing facilities ability to receive. The exact date will be agreed to by the City and the Successful Bidder.

13.2 Renewal

1. The City, at its absolute sole discretion, has the option to renew the contract for a further one (1) year period.
2. In determining whether to renew the contract, the City will consider the following, but not be limited to performance, price and value.

13.3 Taxes

Harmonized Sales Tax (HST) is extra.

13.4 Inflation Adjustments

Price adjustments will be made for fuel and general inflation on a regular basis as outlined below.

Increases, or decreases, for fuel will be made quarterly (January 1, April 1, July 1 and October 1). Price adjustments for fuel will be applied to 10% of the applicable unit rate using the following formula:

$\text{Fuel Portion of Hourly Rate Payable} = 0.1 \times \frac{\text{Unit Price (from Form of Tender)}}{\text{Average weekly Diesel Fuel Price (for Preceding Quarter)}}$

Where the diesel fuel price will be equal to the Ministry of Energy's diesel fuel price for Stratford as found on <http://www.mei.gov.on.ca/en/energy/oilandgas/?page=fuel-prices>.

For example:

Unit Price for recycling collection (from Form of Tender) was \$40 per stop
Average Diesel Fuel Price for the second quarter of 2012 was \$1.10 per Litre
The fuel portion of the unit rate adjustment beginning the third quarter of 2012 would be:

$$(0.1 \times \$40 \times \$1.10) = \$4.40$$

The remaining 90% of unit rates will be adjusted for inflation annually on January 1 of each year. Annual adjustments will be made to payments using the formula:

$\text{General Inflation Portion of Hourly Rate Payable} = 0.9 \times \frac{\text{Unit Price (from Form of Tender)}}{\frac{\text{CPI January (current year)}}{\text{CPI January (previous year)}}}$

The Consumer Price Index will be equal to the Consumer Price Index for Ontario all-items, excluding gasoline, by Statistics Canada as found on <http://www.statcan.gc.ca/pub/62-001-x/2010010/t055-eng.htm>.

For example:

Unit Price for recycling collection (from Form of Tender) was \$40 per stop
CPI for January 2013 is 115.4
CPI for January 2012 is 117.2
The general inflation portion of the Unit Price beginning January 1, 2013 would be:

$$(0.9 \times \$40 \times 117.2/115.4) = \$36.56$$

In this example, the total payable, per stop, beginning January 2013 would be \$40.96 (\$4.40 + \$36.56).

13.5 Per Tonne Cost and Per Stop Cost for Contract Additions / Deletions

The Contactor, upon notification, will assume the responsibility for collection services as soon as any new homes, buildings, subdivisions, businesses, etc are ready for service as determined by the City. Changes to the number of Stops will be included in the invoice for that month.

13.6 Invoices & Documentation

The Contractor shall submit an invoice to the City at the end of each month representing billing for the Work done for the previous month. The invoice will contain all required data to support that the Contract has been completed.

The Contractor shall also submit documentation on a monthly basis to accompany the invoice. Documentation will include an Excel spreadsheet, in the format provided by the City, which summarizes all material collected by zone and route. A copy of this unlocked spreadsheet is to be emailed to the City each month.

13.7 Payment

13.7.1 Recycling Collection, Option A - Curbside

The Contractor shall be entitled to receive monthly payments for bi-weekly, curbside collection (standard blue boxes) using the following formula:

$$\text{Monthly Payment} = \frac{26}{12} \times \text{Unit Price (from Form of Tender + fuel adjustment + general inflation)} \times \text{Number of stops}$$

13.7.2 Recycling Collection, Option B - Curbside

The Contractor shall be entitled to receive monthly payments for weekly, curbside collection (standard blue boxes) using the following formula:

$$\text{Monthly Payment} = \frac{52}{12} \times \text{Unit Price (from Form of Tender + fuel adjustment + general inflation)} \times \text{Number of stops}$$

13.7.3 Recycling Collection, Rolling Cart pick ups

The Contractor shall be entitled to receive monthly payments for weekly, curbside collection (rolling cart set-outs) using the following formula:

$$\text{Monthly Payment} = \frac{52}{12} \times \text{Unit Price (from Form of Tender + fuel adjustment + general inflation)} \times \text{Number of stops}$$

13.7.4 Garbage Collection, Curbside

The Contractor shall be entitled to receive monthly payments for weekly, curbside and front-end collection (bins) using the following formula, respectively for each style of collection:

$$\text{Monthly Payment} = \frac{52}{12} \times \text{Unit Price (from Form of Tender + fuel adjustment + general inflation)} \times \text{Number of stops}$$

13.7.5 SSO Collection, Curbside

The Contractor shall be entitled to receive monthly payments for weekly, curbside collection using the following formula:

$$\text{Monthly Payment} = \frac{52}{12} \times \text{Unit Price (from Form of Tender + fuel adjustment + general inflation)} \times \text{Number of stops}$$

13.7.6 Yard Waste Collection, Curbside

The Contractor shall be entitled to receive monthly payments for curbside collection using the following formula:

$$\text{Monthly Payment} = \frac{\text{Weekly Price (from Form of Tender + fuel adjustment + general inflation)}}{1} \times \text{Number of Collection weeks}$$

13.8 Monies Due to the City

In the event that there are any monies payable to the City by the Contractor under the terms of this Contract, such monies shall be deducted from and retained by the City from the Contractor or may be recovered from the Contractor or the Contractor's surety pursuant to the performance bond as a debt due to the City.

13.9 Payment Prior to Start of Contract

The Contractor is not eligible for any payment prior to the start-up of the Contract.

When payment is made to the Contractor, they shall promptly pay to every subcontractor employed any amount properly due such subcontractor on account of Work covered by the Contract.

The City shall not be liable for, or be held to pay, any money to the Contractor except as provided above; and on making the complete payment aforesaid, the City shall be released from all claim or liability to the Contractor for anything done, or furnished for, or relating to the Contract, or for any act or neglect of the City relating to the Work, except the claim against the City of the remainder, if any, of the amounts kept or retained as provided above.

13.10 Interest

The Contractor shall not be entitled to any interest upon any bill for extra work on account of delay in its approval by the Public Works Manager/Designate.

13.11 Disputes

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

13.12 Assignment

Following award of the contract, the Contractor shall not, without written consent of the Purchasing Department Manager or Designate make any assignment or any subcontract for the execution of any service or product hereby proposed. The consent of the Purchasing Department Manager may be arbitrarily withheld.

13.13 Compliance with the Accessibility for Ontarians with Disabilities Act, 2005

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

13.14 Changes in Law

The parties acknowledge that performance of the obligations required hereunder may be affected by changes in applicable laws of the Province of Ontario. In the event of a change in applicable legislation that results in a material impact on the performance of any act required by this Agreement, the Parties shall renegotiate the provisions of this Agreement to achieve mutually acceptable terms for the performance of acts required hereunder. If the Parties are unable to agree on the revised terms and conditions either Party may submit the dispute to arbitration in accordance with the provisions of the Arbitration Act S.O. 1991, C. 17.

13.15 Exclusion Of Bidder In Litigation

The City may, in its absolute discretion, reject a tender submitted by a Bidder if the Bidder, or any officer or director of the Bidder is or has been engaged, either directly or indirectly through another corporation, in a legal action against the City, its elected or appointed officers and employees in relation to:

1. Any other contract or services; or
2. Any matter arising from the City's exercise of its powers, duties, or functions.

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

13.16 Exclusion Of Bidder Due To Poor Performance

The Public Works Manager shall document evidence and advise the City's Purchasing Department in writing

where the performance of a Contractor has been unsatisfactory in terms of failure to meet contract specifications, terms and conditions or for Health and Safety violations

The City Treasurer may, in consultation with the City Solicitor, prohibit an unsatisfactory supplier from bidding on future contracts for a period of up to three (3) years.

Section 14

Form of Tender

14. Forms Of Tender

FINANCIAL INFORMATION WASTE MANAGEMENT COLLECTIONSERVICES

Bidders **must complete all required Schedules** from the Financial Proposal for the Parts of Work they wish to submit on. The Schedules for Parts A through E are listed below for reference. The Bidder shall complete the Schedules as outlined and ensure all prices are quoted in Canadian dollars and that HST is not included in the proposed prices.

Please Note: The Financial Proposal must be submitted in a separate, sealed envelope clearly marked "Envelope 2 – Financial Proposal"

Part of the Work	Description	Check if Completed
Part A: Option A Recycling	<ul style="list-style-type: none"> • Bi-weekly, single family, curbside recycling collection • Bi-weekly, curbside recycling collection from identified multi-family, commercial and educational locations (rolling carts) 	
Part A: Option B Recycling	<ul style="list-style-type: none"> • Weekly, single family, curbside recycling collection • Weekly, curbside recycling collection from identified multi-family, commercial and educational locations (rolling carts) 	
Part B Garbage	<ul style="list-style-type: none"> • Weekly, single family, curbside garbage collection 	
Part C SSO	<ul style="list-style-type: none"> • Weekly, single family, curbside SSO collection 	
Optional Yard Waste	<ul style="list-style-type: none"> • Per the prescribed schedule, curbside yard waste collection 	
Part D1	<ul style="list-style-type: none"> • Part A, <i>Option A</i> plus Parts B, C and Optional Yard Waste 	
Part D2	<ul style="list-style-type: none"> • Part A, <i>Option B</i> plus Parts B, C and Optional Yard Waste 	

Part A – Recyclables Collection

Waste Management Collection Services

STRATFORD, ONTARIO

Tender by _____
residing at (or place of business) _____
and _____
residing at (or place of business) _____
comprising the firm of _____
or _____
a Company duly incorporated under the laws of _____
and having its head office at _____
hereinafter called "the Tenderer".

FOR PART A – RECYCLABLES COLLECTION

To:
The Mayor and Council
Corporation of the City of Stratford
City Hall
Stratford ON N5A 6W1

I/We _____
Having carefully examined the locality and site of the proposed works, and all contract documents relating thereto, including the Drawings, Form of Tender, Information for Tenderers, Specifications, Schedule of Items and Prices, General Conditions, Form of Agreement, and hereby tender and offer in accordance therewith to enter into a contract within the prescribed time to construct the said works in strict accordance with the contract documents and such further detail drawings as may be supplied from time to time and to furnish all materials, labour, tools, plant, matters and things necessary therefore complete and ready for use within the time specified for the sum of:

_____ Dollars

(\$ _____)

or such other sum as may be ascertained in accordance with the Contract. This total tender price is made up of the components as shown in the following Schedules.

Part B – Garbage Collection

Waste Management Collection Services

STRATFORD, ONTARIO

Tender by _____
residing at (or place of business) _____
and _____
residing at (or place of business) _____
comprising the firm of _____
or _____
a Company duly incorporated under the laws of _____
and having its head office at _____
hereinafter called “the Tenderer”.

FOR PART B – GARBAGE COLLECTION

To:
The Mayor and Council
Corporation of the City of Stratford
City Hall
Stratford ON N5A 6W1

I/We _____
Having carefully examined the locality and site of the proposed works, and all contract documents relating thereto, including the Drawings, Form of Tender, Information for Tenderers, Specifications, Schedule of Items and Prices, General Conditions, Form of Agreement, and hereby tender and offer in accordance therewith to enter into a contract within the prescribed time to construct the said works in strict accordance with the contract documents and such further detail drawings as may be supplied from time to time and to furnish all materials, labour, tools, plant, matters and things necessary therefore complete and ready for use within the time specified for the sum of:

_____ Dollars

(\$)

or such other sum as may be ascertained in accordance with the Contract. This total tender price is made up of the components as shown in the following Schedules.

Part C – Source Separated Organics Collection

Waste Management Collection Services

STRATFORD, ONTARIO

Tender by _____
residing at (or place of business) _____
and _____
residing at (or place of business) _____
comprising the firm of _____
or _____
a Company duly incorporated under the laws of _____
and having its head office at _____
hereinafter called "the Tenderer".

FOR PART C – SOURCE SEPARATED ORGANICS COLLECTION

To:
The Mayor and Council
Corporation of the City of Stratford
City Hall
Stratford ON N5A 6W1

I/We _____
Having carefully examined the locality and site of the proposed works, and all contract documents relating thereto, including the Drawings, Form of Tender, Information for Tenderers, Specifications, Schedule of Items and Prices, General Conditions, Form of Agreement, and hereby tender and offer in accordance therewith to enter into a contract within the prescribed time to construct the said works in strict accordance with the contract documents and such further detail drawings as may be supplied from time to time and to furnish all materials, labour, tools, plant, matters and things necessary therefore complete and ready for use within the time specified for the sum of:

_____ Dollars

(\$)

or such other sum as may be ascertained in accordance with the Contract. This total tender price is made up of the components as shown in the following Schedules.

OPTIONAL – Yard Waste Collection

Waste Management Collection Services

STRATFORD, ONTARIO

Tender by _____
residing at (or place of business) _____
and _____
residing at (or place of business) _____
comprising the firm of _____
or _____
a Company duly incorporated under the laws of _____
and having its head office at _____
hereinafter called "the Tenderer".

FOR OPTIONAL – YARD WASTE COLLECTION

To:
The Mayor and Council
Corporation of the City of Stratford
City Hall
Stratford ON N5A 6W1

I/We _____
Having carefully examined the locality and site of the proposed works, and all contract documents relating thereto, including the Drawings, Form of Tender, Information for Tenderers, Specifications, Schedule of Items and Prices, General Conditions, Form of Agreement, and hereby tender and offer in accordance therewith to enter into a contract within the prescribed time to construct the said works in strict accordance with the contract documents and such further detail drawings as may be supplied from time to time and to furnish all materials, labour, tools, plant, matters and things necessary therefore complete and ready for use within the time specified for the sum of:

_____ Dollars

(\$)

or such other sum as may be ascertained in accordance with the Contract. This total tender price is made up of the components as shown in the following Schedules.

The price for Part A: Recycling Collection is per stop. Payment will be made using the methodology described in Section 13.7.

1. Option A: bi-weekly collection from all identified sources; and
2. Option B: weekly collection from all identified sources.

Schedule 1 - Part A, Option A (Bi-weekly Recycling Collection)

Item	A Estimated Number of Stops	B Unit Price per Stop	C Number of Collections per year	D Total Annual Cost (A x B x C)
All specified collection locations (boxes and carts)	10,159	\$	26	

Schedule 2 - Part A, Option B (Weekly Recycling Collection)

Item	A Estimated Number of Stops	B Unit Price per Stop	C Number of Collections per year	D Total Annual Cost (A x B x C)
All specified collection locations (boxes and carts)	10,159	\$	52	

The price for Part B: Garbage Collection is per stop. Payment will be made using the methodology described in Section 13.7.

Schedule 3 - Part B: (Garbage, weekly collection)

Bidder:				
Item	A Estimated Number of Stops	B Unit Price per Stop	C Number of Collections per year	D Total Annual Cost (A x B x C)
Curbside, single family	10,159	\$	52	\$

The price for Part C: Source Separated Organics Collection is per stop. Payment will be made using the methodology described in Section 13.7.

Schedule 4 - Part C: (SSO, weekly collection)

Bidder:				
Item	A Estimated Number of Stops	B Unit Price per Stop	C Number of Collections per year	D Total Annual Cost (A x B x C)
Curbside, single family	10,159	\$	52	\$

The price for Optional Yard Waste Collection is per week. Payment will be made using the methodology described in Section 13.7.

Schedule 5: (Yard Waste, seasonal collection)

Item	A Estimated Number of Weeks (minimum 12)	B Unit Price per week	C Total Annual Cost (A x B)
Curbside, single family	12	\$	\$
Curbside, single family	15	\$	\$

The price for Part E1: All Collection Services is per stop for all materials. Pricing includes: Part A, Option A, Parts B and C and Optional Yard Waste. Payment will be made using the methodology described in Section 13.7.

Schedule 6 - Part E1: All Collection Services (bi-weekly recycling)

Bidder:				
Item	A Estimated Number of Stops	B Unit Price per Stop	C Number of Collections per year	D Total Annual Cost (A x B x C)
Part A: Option A - Recycling	10,159		26	
Part B: Garbage	10,159		52	
Part C: SSO	10,159		52	
Item	A Estimated Number of Weeks	B Unit Price per Week	C Number of Collections per year	D Total Annual Cost (A x B)
Optional Yard Waste				
Curbside, single family	12	\$		\$
Curbside, single family	15	\$		\$

The price for Part E2: All Collection Services is per stop for all materials. Pricing includes: Part A, Option B and Parts B and C and Optional Yard Waste. Payment will be made using the methodology described in Section 13.7.

Schedule 7 - Part E2: All Collection Services (weekly recycling)

Bidder:				
Item	A Estimated Number of Stops	B Unit Price per Stop	C Number of Collections per year	D Total Annual Cost (A x B)
Part A: Option B - Recycling	10,159		52	
Part B: Garbage	10,159		52	
Part D: SSO	10,159	\$	52	\$
Item	A Estimated Number of Weeks	B Unit Price per Week	C Number of Collections per year	D Total Annual Cost (A x B)
Optional Yard Waste				
Curbside, single family	12	\$		\$
Curbside, single family	15	\$		\$

Statements

As an integral part of this tender, the tenderer shall include with the tender submission, as separate pages, the following information required by the following Statements.

Statement A: Experience and References

As required in Section 4.1.1, Bidders are to describe their waste management experience in Ontario over the last ten (10) years.

Please only include information for contracts. The City shall not be included in the list of previous or current contracts.

- Client Name, Address, Contact Name and Telephone number
- Services Provided including frequency of collection, number of units serviced, weekly tonnage collected
- Collection methods used (such as manual, semi- or fully-automated)
- Operational years and duration of the contract, including any contract extensions
- Vehicle information (such as number of and type of)
- Number of Employees
- Approximate annual value of the contract
- Involvement of sub-contractors, if applicable
- Additional information (such as management of contracts of similar size and scope)

Statement B: Vehicle information

As required in Section 4.1.2, Bidders are to describe the make, model, type, quantity and size of vehicles to be used in performing the Work. If the fleet differs between the Parts of Work (A through C and the options service) the differences need to be clearly identified.

Statement C: Contingency and Emergency Plans

As required by Section 8.17, Bidders are to provide a written Contingency Plan and Emergency Plan outlining how contractual obligations will be performed in the event of labour dispute, strike, slowdown, work stoppage, inclement weather, natural disasters, etc that would require a deviation from normal operating procedures.

Statement D: Alternative Fuel

As stated in Section 9.11, Bidders are to describe any alternative fuels or green fleet initiatives being employed.

Section 15

General Conditions

15. General Conditions

1. TENDER DEPOSIT(S)/PERFORMANCE BOND(S)/INSURANCE:

If required elsewhere in this document, the Contractor shall provide Tender/Quotation Deposits and/or Performance Bonding and Liability Insurance from financial institutions licensed to carry on operations in the Province of Ontario, Canada.

2. BONDING:

(i) Agreement to Bond

The tenderer shall include with his tender the Agreement to Bond in the form enclosed herewith, executed under its corporate seal by the surety company from which he proposed to obtain the bond.

(ii) Performance Bond

The tenderer agrees that he will furnish a contract performance bond in the amount of 100% of the average annual contract amount, using the most current Canadian Construction Documents Committee (CCDC) format. Such performance bond shall guarantee faithful performance of the Contract during the period of the Contract, including the period of guaranteed maintenance and warranty.

Any costs associated with these items are the responsibility and cost of the bidder.

This bond shall guarantee all conditions as set out in the contract, including not only all matters pertaining to the proper execution of the work, but also all matters for which the contract is responsible throughout the period of the contract.

Failure of a Bidder to file the required information within **seven (7) working days** after being requested to do so may be considered sufficient grounds for rejecting the bid and accepting the next lowest or any bid or requesting new bids.

3. INSURANCE:

Before commencement of the work the Contractor must furnish to The Corporation of the City of Stratford, a Certificate of Insurance (on the Certificate of Insurance found on the internet at http://www.city.stratford.on.ca/site_stepstocityhall/purchasing.asp#section-certificate) detailing such coverage as provided under the Commercial General Liability policy, Non Owned Automobile Liability policy and Standard Owners Automobile Liability policy, Coverage shall be effected by such Insurer(s) licensed in the Province of Ontario, Canada, and/or acceptable to The Corporation of the City of Stratford.

The Commercial General Liability shall be on an "Occurrence basis". "Claims Made" and/or Comprehensive General Liability policies are not acceptable unless approved in writing by the Manager of Financial Services.

The policies will not be altered to the detriment of the City, cancelled or allowed to lapse without giving 30 days written notice to The Corporation of the City of Stratford and shall remain in force from Contract execution to the end of the Warranty period.

The Corporation of the City of Stratford must be included as Additional Insured with respect to the Commercial General Liability policy.

The Contractor shall indemnify and hold harmless the Corporation of the City of Stratford, its officers and employees from and against any and all liabilities, claims, demands, loss, cost, damages, actions, suits or

other proceedings by whomsoever made, directly or indirectly arising out of the project attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property caused by acts or omissions of the Contractor, its officers, agents, servants, employees, customers, invitees or licensees, or occurring in or on the premises or any part thereof and, as a result of activities under this contract.

Mandatory Coverage:

(i) Commercial General Liability (IBC 2100 or its Equivalency)

Shall include the Owner, its employees and Consultants as Insureds. The Corporation of the City of Stratford and such other entities as directed shall be added as additional Insureds. Minimum acceptable limits are \$2,000,000 per Occurrence.

The Commercial General Liability policy must include "Blanket Contractual Liability" and "Cross Liability" endorsements.

Maximum Property Damage/Bodily Injury Deductible \$2,500 for which The Contractor assumes full responsibility.

(ii) Non Owned Automobile Liability Policy

Minimum Limits of Liability \$2,000,000 and coverage must be extended to include vehicles hired under Contract.

(iii) Environmental Impairment Liability –
Contractors Pollution Liability (- including hostile fire)

Minimum \$2,000,000

(iv) The Corporation of the City of Stratford may require coverage for other hazards as required on a project basis.

(v) The Corporation of the City of Stratford reserves the right to modify the insurance requirements as deemed suitable.

4. OCCUPATIONAL HEALTH AND SAFETY ACT:

Bidders should note that, where the provisions of the Province of Ontario's *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, as amended, and Regulations there under apply to the services to be provided under a Contract resulting from this Request for Proposal, all of the responsibilities and obligations imposed upon the "constructor" under this Act must be assumed by the bidder. All costs for services/materials required to fulfil these obligations shall be included in the Contract price quoted. Should the City of Stratford become aware of any violations of this Act and Regulations, a notification will be made to the appropriate authorities. Where so warranted work could be suspended or indeed terminated without cost to the City of Stratford

The Contractor shall fulfil all of its obligations in compliance with the *Occupational Health and Safety Act*, and further agrees to take responsibility for any health and safety violation that may occur. Furthermore, if the City of Stratford (or any of its council members or employees) shall be made a party to any charge under the *Occupational Health and Safety Act* in relation to any violation of the said Act arising out of this contract, the Contractor shall indemnify and save harmless the City of Stratford from any and all charges, fines, penalties, and costs that may be incurred or paid by the City of Stratford.

5. WORKPLACE SAFETY AND INSURANCE BOARD:

The Contractor shall pay to the appropriate provincial Board/Commission all assessments and levies owing to the Board/Commission in respect to any resulting contract and any unpaid assessments or levies shall be the sole responsibility of the Contractor.

Prior to commencing work, Contractors required to be registered in Ontario, must provide evidence of compliance with the requirements of the Province of Ontario with respect to workers' compensation insurance.

Out-of-province Contractors are not exempt from having to register and must comply with the requirements of the Workplace Safety and Insurance Board of Ontario. Prior to commencing work, out-of-province Contractors not required to be registered in Ontario shall provide:

Written confirmation from the Workplace Safety and Insurance Board of Ontario stating the Contractor is not required to be registered in Ontario; and, Evidence of compliance with the requirements of the province or territory of the Place of Business with respect to workers compensation insurance.

At any time during the term of the contract, when requested by the City of Stratford, the Contractor shall provide such evidence of compliance by himself/herself and his/her Subcontractors. Failure to provide satisfactory evidence in respect to workers compensation insurance shall result in payment being held until satisfactory evidence of compliance, has been received by the Contractor.

6. ANNUAL PRICE ADJUSTMENT

The prices for work done under this contract will be adjusted annually starting in the second year of the contract based on the Statistics Canada Consumer Price Index (C.P.I) Ontario – All items (1986 = 100). The price adjustment will be based on the December C.P.I. and will be effective January 1 of each year. The formula used shall be as follows:

$$\text{New price} = \text{Request for Tender price} \times \frac{\text{Ontario C.P.I. for December 2013}}{\text{Ontario C.P.I. for December 2012}}$$

The resulting new price may be greater or less than the previous year's price.

7. BLACK OUT PERIOD:

No addendum(s) will be issued within 48 hours prior to bid closing. All addendum(s) become part of the bid documents and must be acknowledged and/or submitted as instructed with the bid. All addendum(s) will be posted on the City of Stratford website; All submissions shall indicate separately, Harmonized Sales Tax (H.S.T.). It is the responsibility of the bidder to verify with the Customs and Excise Branch of Canada Customs and Revenue Agency any rulings for payment of tax or tax exemptions. Prices quoted shall be in Canadian funds inclusive of customs, duty and freight and F.O.B. job site, Stratford, Ontario.

http://www.city.stratford.on.ca/site_stepstocityhall/purchasing_tenders_quotes.asp . It is the Bidder's sole responsibility to check the website for addendum(s) prior to submitting their bid. Any bid received without addendum(s) acknowledged and/or submitted as instructed will be rejected.

8. LITIGATION:

No bid will be accepted from any Bidder inclusive of its subcontractor(s), which has a claim or instituted a legal proceeding or has threatened a claim or instituted a legal proceeding against The Corporation or against whom the Corporation has a claim or instituted a legal proceeding with respect to any previous contract, without prior approval by Council.

9. ACCESSIBILITY STANDARDS FOR CUSTOMER SERVICE:

It is the Bidder's responsibility to ensure that they, their employees and agents and all sub-contractors hired under this contract are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service made under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

10. MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (MFIPPA):

In accordance with the Municipal Freedom of Information and Protection of Privacy Act, this is to advise that the personal information Bidders provide is being collected under authority of the Municipal Act and will be used exclusively in the selection process. All bids submitted become the property of The Corporation of the City of Stratford. Because of MFIPPA, Bidders are reminded to identify in their bid material any specific scientific, technical, commercial, proprietary, or similar confidential information, the disclosure of which could cause them injury. Complete bids are not to be identified as confidential.

11. PERMITS, LICENSES AND REGULATIONS:

The Bidder shall apply and pay for all necessary permits and licenses, approvals and consents required for the execution of the work. The Bidder shall give all necessary notices and pay all fees required by law and comply with all laws, by-laws, rules, regulations, and requirements relating to the work and to the preservation of public health. The Bidder shall be responsible for the safety of all workers and equipment on the site in accordance with all applicable safety legislation passed by Federal, Provincial and Local Authorities governing construction safety.

12. AUTHORITY TO CHANGE:

No changes shall be made from this document without the approval of the Department tendering. Staff do not have the authority to request changes.

13. ASSIGNMENT:

The Contractor shall not assign the Contract nor the proceeds without the written consent of the City.

14. TAKING THE WORK OUT OF THE CONTRACTOR'S HAND:

Where the Contractor becomes bankrupt or insolvent, delays commencing or diligently executing the Work, abandons the Work or has otherwise failed to perform any of the provisions of the Contract, the City may, without previous notice and without process or suit at law, take the work out of the hands of the Contractor and have it completed by whatever means are considered necessary. In addition to any other remedy available in law or equity, the City may use all monies due on the Contract to correct or complete the work.

Section 16

Agreement to Bond

16. Agreement to Bond

_____ (CONTRACTOR)

has submitted a written request for proposal to

THE CORPORATION OF THE CITY OF STRATFORD (OBLIGEE)

In consideration of the Obligee accepting the tender and executing an agreement with the Contractor for:

Waste Management Collection Services

We the Surety agree to issue for the contractor the following bonds:

- (a) Performance Bond of One Hundred Percent (100%) of the contract amount
- (b) Labour and Material Payment Bond of One Hundred Percent (100%) of the contract amount

It is a condition of this Agreement that if the above mentioned Tender is accepted, application for said bonds must be made to the undersigned within ninety (90) days of the execution of the contract related thereto, otherwise this Agreement shall be null and void.

Dated at _____ this _____ day of 2011.

Name of Bonding Company

Attorney-in-fact

NOTE:

Bonding companies may submit the Agreement to Bond on their standard forms provided they conform to this form.

All quantities shown above are estimated. The final quantities may be greater or less than the Tender Form quantities. Separate prices shall be submitted for each item set forth on the Tender Form. Any omissions, erasures, alterations or additions on the Tender Form may cause the Tender to be rejected as informal.

The Tenderer agrees that they have received addenda _____ to _____ inclusive, and the tender price includes the provisions set out in such addenda.

The Tenderer agrees that this Tender is subject to a formal contract being prepared and executed.

The Tenderer declares that no person, firm or corporation other than the Tenderer has any interest in this tender or in the proposed contract for which this Tender is made.

The Tenderer further declares that this Tender is made without any connection, comparison of figures or arrangements with, or knowledge of, any other corporation, firm or person making a tender for the same work and is in all respects fair and without collusion or fraud.

The Tenderer further declares that no City of Stratford employee or Member of Council is, or will become, interested directly or indirectly as a contracting party unless disclosed as follows: _____.

The Tenderer agrees it is the responsibility of the Tenderer to ensure that there has been compliance with the Municipal Conflicts of Interest Act.

The "Agreement to Bond" of the _____, a company lawfully doing business in the province of Ontario, to furnish a Contract Bond in an amount equal to 100% of the Contract Price, or in such greater amount as may be required by the Corporation, if this Tender is accepted, is enclosed herewith.

A certified cheque/bank draft/letter of credit/bid bond in the amount of **\$30,000.00** is attached hereto.

Dated at _____ this _____ day of 2011.

(Please print name of Witness)

(Please print name of Tenderer)

Signature of Witness

Signature of Tenderer

NOTE: If the Tender is submitted by or on behalf of a corporation, it must be signed in the name of such corporation by the duly authorized officers and the seal of the corporation must be affixed. If the tender is submitted by or on behalf of an individual or a partnership a seal must be affixed opposite the signature of the individual or the partner.

PERFORMANCE BOND

The tenderer agrees that he will furnish a contract performance bond in the amount of 100% of the total tender price, using the most current Canadian Construction Documents Committee (CCDC) format. Such performance bond shall guarantee faithful performance of the Contract during the period of the Contract, including the period of guaranteed maintenance.

LABOUR AND MATERIAL PAYMENT BOND

This contract will require 100% Labour and Material Payment Bond. This form is to comply with the most current Canadian Construction Documents Committee (CCDC) format.

Section 17

Contract for the Works

CORPORATION OF THE CITY OF STRATFORD
Engineering and Public Works Department

CONTRACT FOR WORKS

This Agreement made the day of 2011.

Between

(hereinafter called "the Contractor"),
Of the First Part,

and

THE CORPORATION OF THE CITY OF STRATFORD

(hereinafter called "the Corporation"),
Of the Second

Part,

Witnesseth, that the said Contractor covenant and agree with the said Corporation that in consideration of the payments to be made by the said Corporation in manner and at the times hereinafter mentioned, and the said Contractor will do and perform the whole of the works and manufacture, furnish, supply, deliver and install the materials or equipment hereinafter mentioned, with due expedition and in a thoroughly workmanlike manner, in strict accordance with the tender, instructions to bidders, specifications, letters, data and general conditions hereunto annexed and the drawings therein referred to, all of which are made part of this contract as if embodied herein, and will furnish all materials, tools, plant, machinery, labour and workmanship required for the said works, together with transportation of the same, and all other things necessary for the due and proper execution of the said works in manner aforesaid, and will do all such work and furnish all such materials according to the directions and to the satisfaction of the Engineer of the said Corporation.

2. The works referred to in agreement consist of

3. The said Contractor(s) agree(s) that he(they) will commence the said works when required and ordered by the City Engineer.

4. It is hereby provided and agreed that if the said Contractor shall fail in any way in the performance of the covenants herein contained, or shall neglect to perform the said work and furnish materials therefore or deliver the supplies when ordered to the satisfaction of the City Engineer, or to proceed with the work with such despatch as he shall require, then and in every such case it shall and may be lawful for the said Corporation, and they are hereby empowered, to enter upon and complete the said works, and for that purpose to take possession of all plant, machinery, tools and materials provided therefor by the Contractor, or to enter into a contract with any other person or persons who may agree to execute such works, or deliver such supplies, and further, that the said Contractor shall forfeit and pay to the said Corporation the difference, if any, between the price of the said Corporation may have to pay for the completion of such works and delivery of such supplies and the price herein agreed to be paid.

5. The said Corporation covenants with the said Contractor that if the said work shall be duly and properly executed and materials provided as aforesaid, according to the directions of the said Engineer and to his satisfaction, within the period aforesaid, and if the said Contractor shall observe all the provisos, terms and conditions of this contract, they, the said Corporation, will pay the said Contractor for the said work and materials and for all articles or equipment supplied and delivered the price or sum of in manner and with the drawbacks mentioned above and also in the said specifications and general conditions upon progress or interim certificates signed by the said Engineer, provided that no money shall become due or be payable under this contract unless or until a certificate that such money is due to the Contractor shall have been signed by the said Engineer, the possession of which certificate is hereby made a condition precedent to the Contractor's right to be paid or to maintain any action for such money or any part thereof.

6. And the said Contractor covenant with the said Corporation that they will from time to time and at all times indemnify and save harmless the said Corporation from and against all loss, damage, injury, actions, suits, claims, liens, and demands whatsoever on account of the said works, or on account of the non-supply or non-delivery of said articles or equipment, or which may be incurred by reason or in consequence of the execution or non-execution or imperfect or negligent execution thereof, or the supply or non-supply of plant or material thereof, and will pay to the said Corporation on demand any expense, loss, costs or damage which may be sustained by them in consequence of any such action, suit, claim, lien or demand and any moneys paid by them in settlement or in discharge thereof, or on account thereof, and that any moneys so paid or payable by the Corporation may be deducted from any moneys of the said Contractor then remaining in the hands of the Corporation on account of this contract, or may be recovered from the Contractor as moneys paid at their request. And the said Contractor hereby authorize and empower the said Corporation or their Solicitor to defend, settle or compromise any of such actions, suits, claims, liens or demands as the said Corporation or their Solicitor may deem expedient, and hereby agree to ratify and confirm all the acts of the said Corporation or their Solicitor in that behalf, and to pay to the said Solicitor on demand his reasonable costs of defending such suits or claims as they may deem it expedient to defend, and that the same may be deducted from any moneys payable by the said Corporation to the said Contractor on any account whatever.

7. All workmen, except indentured or other bona fide apprentices, employed in the performance of the work mentioned in these specifications shall be paid at a rate of wages not less than the current wages paid under the Fair Wage Schedule performance of this contract, and the workmen employed in the trades shall be paid the rate of wages and employed the hours of labour established by the respective trades.

8. The said Corporation shall be at liberty to pay any moneys due or to become payable under this contract in or towards payment of any wages or other moneys which may be owing by the Contractor to any workmen or sub-contractors or other persons for work done in connection with this contract, or of any moneys which may be owing for materials supplied for the works hereby contracted for, and before payment of any moneys under this contract the Corporation may require the Contractor to make a statutory declaration as to what moneys, if any, are owing for such wages, work or materials, or that the same have all been fully paid.

9. This contract is based upon a tender bid submission dated the _____ day of _____ 2011 made by the Contractor. Where the terms of that tender and the terms of this final agreement vary, this agreement shall take precedence.

In Witness Whereof the said parties have hereunto affixed their Seals.

Signed, Sealed and Delivered
in the presence of

Contractor
I/We have the authority to bind the Corporation.

**THE CORPORATION OF THE CITY
OF STRATFORD**

Daniel B. Mathieson - Mayor

Joan L. Thomson - Clerk

Appendix A

Collection Maps

Appendix B

2011 Collection Information

Appendix C

Waste Management By-law 53-97

Appendix D

Idling Control By-law 133-2001

Appendix E

Off-loading Procedures