

**TENDER CALL
For
RECYCLABLE MATERIAL
COLLECTION, PROCESSING
And
MARKETING SERVICES**

Issued by:



**The Town of Renfrew
And
The Town of Arnprior**



June 2011



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**TENDER CALL
For
RECYCLABLE MATERIAL
COLLECTION, PROCESSING
And
MARKETING SERVICES**

TENDER REFERENCE: RECYCLING SERVICES TENDER JUNE 2011

DESCRIPTION: A TENDER CALL FOR THE PROVISION OF SERVICES FOR THE COLLECTION, PROCESSING AND MARKETING OF RECYCLABLE MATERIALS FROM THE TOWNS OF RENFREW AND ARNPRIOR.

BID CLOSING: TUESDAY, JULY 12, 2011 at 11:00:00 A.M. LOCAL TIME



TOWN OF RENFREW TOWN OF ARNPRIOR

Recycling Services Tender
June 2011



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TOWN OF RENFREW TOWN OF ARNPRIOR



Recycling Services Tender
June 2011

SUBMISSION CHECKLIST

Bids must be submitted in **three (3) envelopes provided which must be sealed and clearly marked** with the Contractor Name and coordinates with envelopes two (2) and three (3) sealed and inserted into envelope one (1).

The submission must be **delivered to:**

**Treasurer, Town of Renfrew
127 Raglan St. South
Renfrew, Ontario
K7V 1P8**

SUBMISSION CHECKLIST CONTINUED:

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

Envelope 1 Recycling Services Tender June 2011

- Company profile
- Experience
- References
- Certificates of approval
- Equipment
- Processing facilities
- Residual disposal
- Base office
- Garage and maintenance facilities
- Sub-Contractor
- Proposed collection schedule
- Transition/start up plan
- Communication plan
- Quality control / quality assurance plan
- Complaints management
- Commercial vehicle operator's registration
- Sub-Contractor letter of intent (if applicable)

Envelope 2 Town of Renfrew Financial, Declarations and Securities

- Bid Deposit
- Addenda
- Schedule of prices: Renfrew contract pricing
- Agreement to Bond
- Bid Declaration

Envelope 3 Town of Arnprior Financial, Declarations and Securities

- Bid Deposit
- Addenda
- Schedule of prices: Arnprior contract pricing
- Agreement to Bond
- Bid Declaration



TOWN OF RENFREW TOWN OF ARNPRIOR

Recycling Services Tender
June 2011



DEFINITIONS

The following definitions apply throughout this document and are provided for the Bidders information.

- Bid** refers to the documents submitted in response to this request proposal.
- Bidder** means the person, firm, partnership or corporation who responds to this Request by submitting a proposal.
- Board** refers to the Workplace Safety and Insurance Board.
- CVOR** means Commercial Vehicle Operator's Registration as defined in the Highway Traffic Act.
- Contract** includes all parts of these documents including Parts 'A' through 'F' inclusive plus all addenda issued prior to Bid Closing.
- Contractor** refers to the eventual successful bidder to whom the Town awards to and executes the Contract with.
- Council or Town Council** means the Council of the Town of Renfrew or the Council of the Town of Arnprior.
- Director** means the Director of Development and Works of the Town of Renfrew or designate and Director of Public Works of the Town of Arnprior.
- Holiday** is as defined in Part 'A', Article 4 of these documents.
- ICI** means the Industrial/Commercial/Institutional assessment classification.
- ICI Stop** means a Stop that is assessed with a property code that is industrial, commercial or institutional.

Landfill Site Renfrew: means the Town of Renfrew Landfill Site located at 376 Bruce St. in the Town of Renfrew.

Landfill Site Arnprior: means the Town of Arnprior Landfill Site located at 658 River Road, McNab/Braeside, ON.

Marketing means the shipping and/or sale of collected recyclables or processed recyclables.

Material Recycling Facility (MRF) means an approved waste management facility licensed to receive and process recyclable materials.

Preferred Bidders means the top ranked bid submissions based on lowest cost, or highest ranking, and other information submitted.

Recyclable Material or Recyclables means the items to be collected under the Town's recycling program as identified throughout this Tender Call.

Registered Bidder means a proponent that has received an original Tender document from either the Town of Renfrew or The Town of Arnprior and has had their company name listed on the Tender Distribution List.

Residential Stop means a stop that is assessed with a property code that is Residential.

Residual Material means material that would normally be acceptable as marketable material but cannot be marketed because of contamination. It does not include materials that are not Recyclable Materials as defined above.

Residual Factor means the mass of Residual Material divided by the mass of Recyclable Material times 100, expressed as a percentage. Applies to materials collected in Renfrew/Arnprior only.

Site means the area defined by the Town of Renfrew/Arnprior town boundaries.

Stop is defined as each dwelling, building or place of business separately assessed regardless of whether it is occupied or not, as determined from the Municipal Property Assessment Corporation listings.

Sub-Contractor means a person, firm, partnership or corporation who performs work for the Contractor on this project, and is not an employee of the Contractor, regardless of whether or not a formal contract exists.

Tender Distribution List means the official record of companies that have received an original Tender document entitled Recycling Services Tender June 2011.

Term of the Contract is as defined in Part 'A', Article 2 of these documents.

Town of Arnprior means the Corporation of the Town of Arnprior.

Town of Renfrew means the Corporation of the Town of Renfrew.

Town Representative means a municipal employee with delegated authority to manage and direct the Contrator.

Work or Works means all labour, materials, equipment, fixtures, services, suppliers and acts to be done, furnished or performed under these Contract Documents.

1. Part A: INFORMATION FOR BIDDERS

1.1 SCOPE

- a) This project involves the provision of services for the bi-weekly recyclable material curbside collection and the associated processing and marketing of recyclable materials from within the Town.
- b) Each Bidder shall, before submitting a Bid, satisfy itself by personal inspection, examination, calculations or by other means as it may prefer, as to the actual conditions and requirements of the Work, including but not limited to:
 - i) the collection area and conditions where the work is to be performed,
 - ii) the number of single unit residential, multi-unit residential and ICI stops;
 - iii) the location and conditions of the respective Towns' Landfill Sites; and
 - iv) all conditions that may be encountered during the performance of the work.

1.2 TERM OF THE CONTRACT

- a) Based on the contract award, the Term of this Contract may be:

Option 1: Recycling Collection, Processing and Marketing Services with no revenue Share for either a five (5) year or seven (7) year period

Option 2: Recycling Collection, Processing and Marketing Services with 50/50 revenue Share for either a five (5) year or seven (7) year period

- b) Both options are inclusive, unless terminated in accordance with the terms of this Tender.
- c) Prior to contract completion, the Town reserves the right to extend the contract for one (1) year for up to two (2) extensions. Any such extension shall be on the same terms and Conditions of the original Contract. Should the Town decide to extend the Contract, the Town shall inform the Contractor in writing no later than six (6) months prior to the end of the Contract. The Town has no obligation to extend the Contract or any portion of the Contract.
- d) The Contractor must be prepared to provide services under this contract which will commence September 1, 2011.

1.3 LOCATION AND STATISTICS

- a) The equipment will be used and the Services will be performed throughout the Town.

PART 'A' – INFORMATION TO BIDDERS

b) A list of the respective Town streets and their lengths are available upon request.

c) Population and Dwelling Counts:

Information as per Statistics Canada 2006 Census

Population and Dwelling Counts	Renfrew	Arnprior
Population in 2006	7,846	7,158
Population in 2001	7,942	7,192
2001 to 2006 population change (%)	-1.2	-0.5
Population density per square kilometre	614.4	549.1
Land area (square km)	12.77	13.04

Information as per Town of Renfrew and Arnprior

Dwellings, Stops and Tonnage Marketed	Renfrew	Arnprior
Single family detached, semi-detached and Apartment Buildings (3+)	3,478	3,333
ICI Stops	320	416
Estimated Marketed Materials in 2009	600	631

d) The dwelling counts will be increased/decreased each year based on the tax roll or the number of new residential or ICI buildings or dwellings constructed or the number of buildings or dwellings demolished. Data will be gathered from the respective Town's building records.

e) The Bidder must satisfy itself as to the accuracy of the number of stops. At no time will the number of stops shown in the table 'Information as per the Town of Renfrew and Arnprior' be subject to dispute.

f) The Bidder should note that the number of stops may vary up or down each year, however, both Towns have experienced some growth in recent years in the area of twenty five (25) or more stops being added.

PART 'A' – INFORMATION TO BIDDERS

- g) Stops shall be counted as follows:
 - i) Each single family detached house will be one (1) stop.
 - ii) Each duplex or semi-detached house will be two (2) stops.
 - iii) The number of stops per apartment building will be as the number of apartments (e.g. a twelve (12) unit apartment building will be twelve (12) stops).
 - iv) Each store, church, hall, garage, motel, restaurant, etc., will be one (1) stop regardless of physical size.
 - v) The number of stops per multi-unit retail outlet will be as the number of units (e.g. a four (4) unit retail outlet will be four (4) stops).

It should be noted that many of the Industrial and Commercial stops do not utilize the curbside collection service due to the volume of recyclable material produced as they must use the blue box container to receive service. It is up to the Bidder to examine for itself the level of usage from these stops.

1.4 WORK SCHEDULE

- a) Recycling collection service shall be available to every stop once every two weeks for all collectable blue box/cart Recyclable Materials from all eligible locations in the Town as specified.

Cardboard collection service:

For the Town of Renfrew: shall be available in the downtown core once **every week** and shall be collected on Wednesday as described below:

Renfrew Commercial Core Area

Street	From	To
Plaunt St.	Munroe Ave.	Hall Ave.
Raglan St.	Munroe Ave.	Hall Ave.
Argyle St.	Munroe Ave.	Opeongo Rd.

PART 'A' – INFORMATION TO BIDDERS

For the Town of Arnprior: shall be available in the downtown core as described below and must be collected prior to 11:00 a.m. on the day of collection which coincides with the **bi-weekly service**.

Arnprior Commercial Core Area

Street	From	To
Madawaska Street	Daniel Street North	Elgin Street
Elgin Street	Daniel Street North	Madawaska Street
Harriet Street	Elgin Street	Madawaska Street
John Street	McGonigal Street	Madawaska Street
Rock Lane	Daniel Street North	Municipal Parking Lot
McGonigal Street	Daniel Street North	Hugh Street
Hugh Street	Elgin Street	St. Johns Way

The Town of Arnprior reserves the right to change the cardboard collection level of service subject to the results Integrated Waste Management Plan and the Waste Recycling Strategy in the summer of 2011. Any changes will be coordinated and agreed upon sixty (60) days in advance of implementation. The Contractor may provide an alternate option for Commercial Core Collection in the Form of Tender.

- b) Recyclable material at the Landfill Site depots will be collected and serviced in a manner as per the depot option chosen during the Tender award. Depots will be serviced only during the normal landfill operating hours.

Current Town Landfill Operating Hours

Days	Renfrew	Arnprior
Monday	Closed	9 a.m. to 4 p.m.
Tuesday	8 a.m. to 4 p.m.	Closed
Wednesday	8 a.m. to 4 p.m.	9 a.m. to 4 p.m.
Thursday	8 a.m. to 4 p.m.	Closed
Friday	8 a.m. to 4 p.m.	9 a.m. to 4 p.m.
Saturday	8 a.m. to 4 p.m.	9 a.m. to 1 p.m.
Sunday	Closed	Closed

- c) If the Town of Renfrew installs recyclable collection at various locations (provisional item), they shall be emptied once per week.
- d) If the Town of Arnprior install recyclable collection containers on Elgin Street: East and West, John Street: North and South, Madawaska Street and Daniel Street: North and South, as well as the park's within the Town:

PART 'A' – INFORMATION TO BIDDERS

- Nick Smith Centre Park – James Street
- Caruso Street Park – Caruso and Division Street
- Legion Park – Edey Street
- Allan Drive Park – Allan Drive
- Atkinson Street Park – Atkinson Street
- McLean Avenue Park – McLean and McNab Street
- Robert Simpson Park – John Street
- Optimist Park – 4th Avenue
- Waltor Zadow Park – Harriett and Ottawa Street
- Bell Park – Riverview Drive and McLean Avenue
- Hydro Parks – East and West Side of Madawaska River
- Jack Crescent Park – Jack Crescent and Short Street
- Fairview Crecent Park – Fairview Crescent
- Spruce Crescent Park – Spruce Crescent
- CN Rail Park – John Street and Daniel Street

They shall be emptied once per week.

- d) When a Holiday occurs on a normal collection day, collection shall be made on the day before the holiday or, where this is not practical, on such subsequent day as may be approved by the Director.
- e) The Contactor shall prepare the notice for any changes to the collection schedule due to the holiday exclusions and the notice shall be advertised by the Town.
- f) No curbside collection shall be made on the following holidays in the Town:
 - New Year's Day,
 - Good Friday,
 - Canada Day, and
 - Christmas Day
- g) Curbside collection may occur on the following holidays if proposed by the Contactor but is subject to the approval of the Director prior to the implementation of the Holiday collection:
 - Easter Monday,
 - Victoria Day,
 - Civic Holiday,
 - Labour Day,
 - Thanksgiving Day,
 - Remembrance Day, and
 - Boxing Day.

- h) The Contractor shall bear at its own expense, such additional overtime rates for extra forces and provisions as may be required to provide the same frequency of collection during weeks in which Holidays occur.
- i) In the event that the Town no longer recognizes a given Holiday, the Contractor shall provide collection service that day. The Town shall provide sufficient notice to the Contractor of such change.
- j) For the Bidder's information, the current recyclable collection schedule can be viewed at:
<http://www.town.renfrew.on.ca/recycling.php> for the Town of Renfrew and at <http://www.arnprior.ca/pdf/2011recycling.pdf> for the Town of Arnprior.
- k) The Bidder is free to propose a different collection schedule on the 'Form of Tender'. Such a change will likely only be accepted if there is an obvious benefit to the Town which it will assess using its own criteria. If accepted, the Town will be responsible for public notification of this change in schedule.

1.5 SUBMISSION OF BIDS

Bids must be submitted in **three (3) envelopes provided which must be sealed and clearly marked** with the Contractor Name and coordinates with envelopes two and three sealed and inserted into envelope one.

For coordination purposes, all submissions **MUST BE SUBMITTED TO:**

**Town of Renfrew
127 Raglan St. South,
Renfrew, Ontario K7V 1P8
Attention: Treasurer**

no later than

11:00:00 a.m. local time on Tuesday, July 12, 2011.

Submissions sent to the Town of Arnprior will not be accepted.

1.6 TENDER INQUIRIES

- a) Any questions regarding this bid package must be placed in writing and be directed to the Joseph Hall, Tender Coordinator by email at

earthsedge@bell.net with a subject heading 'Recycling Services Tender June 2011'. E-mails should be sent with a 'read receipt' request to confirm delivery.

- b) Inquiry date deadline: 11:00 a.m. Wednesday, July 6, 2011
- c) Answers and any addendums will only be issued to Registered Bidders that have received an original Tender document and are listed on the Tender Distribution List.
- d) All inquiries received, and the answers, will be provided to all Bidders by way of written communication no later than two (2) working days prior the Bid Closing date without naming the source of the inquiry.

1.7 BID DEPOSIT

Bid deposits shall be furnished in accordance with Part 'B'. The 'Total Amount of Tender' outlined in Part 'B' shall be based on the 'Five (5) Year Total Annual Cost' as identified in the 'Form of Tender'.

1.8 BASIS OF AWARD

- a) Each Town may choose a Contactor to enter into a contract based on the lowest qualified bid for the scope of work which can include both mandatory work and provisional items.
- b) The Town may award either a five (5) year or seven (7) year contract.
- c) An option that will be considered as part of this joint effort may be to award separate Town contracts to a single Contactor should it be beneficial to do so.
- d) Award of this contract is contingent upon Council approval. The Town reserves the right not to award to any bidder if the lowest qualified bid exceed the Town's budget for this work.

1.9 FORM OF TENDER

Bidders in order to be eligible to bid must register their company name, contact, phone number, e-mail and office coordinates on the Tender Distribution List. After which they will receive an original Tender document entitled 'Recycling Services Tender June 2011' issued by the Town. Bidders must complete and submit the original 'Form of Tender' as found in Part 'D' of this Document as per the submission requirements. Information and instructions for completing the form are as follows:

1.9.1 SCHEDULE OF PRICES

The Tender has been structured to solicit bids under two scenarios for each Town:

Option 1: Recycling Collection, Processing and Marketing Services with no revenue Share for either a five (5) year or seven (7) year period.

Option 2: Recycling Collection, Processing and Marketing Services with 50/50 revenue Share for either a five (5) year or seven (7) year period.

General Instructions:

- a) Bidders are to provide the **first year prices** to perform the Recycling Services in accordance with the Terms and Conditions outlined in this Contract. As per this document, subsequent years will be adjusted based on CPI and applicable fuel surcharges.
- b) The curbside recycling collection is broken up into Residential and ICI stops. The Contractor will be compensated for providing collection service to each stop once every two weeks. For an example of a five (5) year pricing: the Bidder is to submit a price per stop per collection week (column G) for each type of stop. The Annual Amount for each type of stop is calculated by multiplying the estimated quantity (column D) by twenty six (26 number of weeks per year, column E) by one (1 number of times per week, column F) by the price per stop per week (column G). Under this item, the Bidder is bidding on a collection schedule that matches the existing schedule.
- c) If the Bidder wishes to propose a different schedule, it must identify a change in cost, up or down, under item 5 (a) and itemize the change in Part 'D'. Acceptance of the proposed schedule change is subject to Town approval.
- d) The Tender requires the bidder to set out pricing to process all the recyclable materials collected. Bidders are to identify the cost to process at the MRF identified in Part 'D'.
- e) Bidders are instructed to enter a value greater than zero dollars for each collection and processing. The purpose of soliciting pricing for each activity as Waste Diversion Ontario's model collection and processing contracts have identified this as a best practice. As such, the municipalities are strongly encouraged to solicit pricing in this manner as it increases the funding opportunity provided to the municipality from Stewardship Ontario.

PART 'A' – INFORMATION TO BIDDERS

- f) Cardboard collection cost is to be quoted as a lump sum per week for the yearly service.
- g) The 'Subtotal' is calculated by summing the Annual Amount column. HST is to be calculated, if applicable. The 'Subtotal' and 'HST' are summed to calculate 'Total Annual Cost'.
- h) Each scenario requires the Contactor to provide pricing for the mandatory service of establishing a landfill recycling depot. The quoted price includes the provision and maintenance of collection containers; removal of the materials when the containers are full; hauling, processing and marketing of materials. The Contractor will remain the owner of the containers. Types of materials collected at the depot are to match materials collected curbside. Four options have been provided with an allowance for the Contactor to provide any one or more options. Bidders are instructed to provide pricing for at least two collection methods. As per the initial instruction, pricing for collection and processing must exceed zero dollars in a manner that proportionally allocates the costs to the recycling activity.
- i) Provisional Items may, or may not, form part of the Work, at the Town's sole discretion. Provisional items are included to obtain unit pricing should the Town decide to add them as part of the Work. The Town reserves the right to include these items as part of the Work at any time within the first year of the Contract at the unit prices stipulated in the Schedule of Prices.
 - Identify a price difference should the bidder propose a different collection schedule than what is currently being followed.
 - Identify a cost adjustment should the Town decide to remove the current restrictions on the size and packing of cardboard from what is currently identified in the by-law. The quoted price is to be an adjustment (plus or minus) to the price per stop identified in each table entitled: Mandatory curbside collection, processing and marketing services.
 - Identify the cost of collecting recyclables from public space recycling containers as per Part A. The quoted price is to be per each container. The number of containers may vary from what is listed in the Form of Tender. The Contractor will be compensated for the actual number of containers.
- j) Volume Discount is to be completed for every instance to identify any cost savings to each Town should a single Contactor be chosen for each Town's recycling service contract. Identify the percentage amount which will be deducted from the Mandatory curbside collection, processing and marketing services tables.

Renfrew Contract Pricing

All tables must be completed as per the General Instructions.

Option 1: Recycling Collection, Processing and Marketing Services with no revenue Share for either a five (5) year or seven (7) year period

Option 2: Recycling Collection, Processing and Marketing Services with 50/50 revenue Share for either a five (5) year or seven (7) year period

Arnprior Contract Pricing

All tables must be completed as per the General Instructions.

Option 1: Recycling Collection, Processing and Marketing Services with no revenue Share for either a five (5) year or seven (7) year period

Option 2: Recycling Collection, Processing and Marketing Services with 50/50 revenue Share for either a five (5) year or seven (7) year period

1.9.2 ADDENDA

Registered Bidders that request and receive an original tender document will be issued Addenda as applicable. The Bidder shall confirm that all addenda that have been issued have been considered and incorporated during the preparation of the bid. The bid submission is to include complete copies of each addendum issued, initialed by the Bidder.

1.9.3 COMPANY PROFILE

In their submission, bidders must provide information on their organization including:

- a) Company details, officers, size, number of employees, office locations.
- b) Number of years in business.
- c) Sub-Contractor (if any) company details, officers, size, number of employees, office locations.
- d) Sub-Contractor (if any) number of years in business:
- e) Annual financial statements (including their auditor's opinion) for the past two years including bank references (ATTACH)
- f) Articles of Incorporation (ATTACH).

1.9.4 EXPERIENCE/REFERENCES

In their submission, bidders must provide satisfactory evidence that they have operated, or are operating, a recyclable collection company or have had

sufficient experience in a comparable field to perform this Contract to the satisfaction of the Town.

Bidders must complete and submit the 'Experience ' Section in the 'Form of Tender'. By providing this information, bidders consent to the Town contacting the references provided to obtain information in relation to the quality and scope of work previously provided by the Bidder.

1.9.5 CERTIFICATES OF APPROVAL

In their submission, bidders must provide satisfactory evidence that they are an approved company to operate a waste management system and material recycling facility. Bidders must provide:

- a) Copies of all Certificates of Approval required to perform the Work specified in the Tender (ATTACH).
- b) List Certificate of Approval Number(s) on this Bid Form.
- c) A description of any orders/charges/violations to your company by the Ministry of Environment as the result of any contravention of the Environmental Protection Act over the past five (5) years.

1.9.6 EQUIPMENT

In the 'Equipment ' Section of the 'Form of Tender ', bidders must provide details of all equipment to be allocated to the performance of this Contract.

1.9.7 GARAGE AND MAINTENANCE FACILITIES

The Bidder is to identify its proposed garage and maintenance facilities where the equipment will be stored and maintained.

1.9.8 PROCESSING FACILITIES

The Bidder is to identify its proposed processing facilities where the recyclable materials will be processed. These must be listed even if the facilities are not owned by the Bidder. If more than one facility is to be utilized depending on material, all facilities must be listed along with the material type.

1.9.9 RESIDUAL DISPOSAL

The Bidder is to identify:

- a) where its residual material will be disposed of;
- b) projected residual rates; and
- c) residual audit procedures that will confirm residual amounts.

1.9.10 BASE OFFICE

The Bidder is to identify its proposed base office location. The base office will be responsible for the administration of the Contract for the Contractor. It will also be responsible for collecting and responding to complaints and the reporting thereof to the Town.

1.9.11 SUB-CONTRACTORS

Sub-Contractors are permitted for any portion of work required under this Contract provided they are identified, along with their proposed scope of work, in the 'Form of Tender' and approved by the Town.

1.9.12 PROPOSED COLLECTION SCHEDULE

If the Bidder proposes to follow a different collection schedule than what is currently utilized, it shall be identified in this section along with the benefit to the Town for accepting it. If the Bidder does not wish to propose a different schedule, it should enter 'none proposed' in this section.

1.9.13 TRANSITION/START-UP PLAN

Bidders must submit:

- a) An outline of intended communications, equipment and staffing procurement scheduling, staff training schedules, facility siting if required and other implementation plans to ensure a smooth transition to your provision of the Work specified in this TENDER.
- b) Provide a schedule (tasks/time) from award to full implementation of the services under the Contract.

1.9.14 COMMUNICATION PLAN

Bidders must describe their intended method of regular communication with the Town through-out the course of the Contract. Describe how the Town will stay informed about collection matters arising, intended routing changes, other service changes, alterations and the like.

1.9.15 QUALITY CONTROL/QUALITY ASSURANCE PLAN

Bidders must provide an outline of how they will ensure:

- a) Recyclables set out for collection that are not included in the Towns' program will not be collected at the curb,

- b) Adequate staff training, ongoing communication to staff to ensure the Towns' current quality control program is not jeopardized.

1.9.16 COMPLAINTS MANAGEMENT

Bidders must provide evidence of how it will manage any and all complaints and specifically describe:

- a) procedures and communication flows, response of the Bidder to a direct complaint by a resident or business e.g., to recyclables collection drivers and to your customer service/dispatch or other office;
- b) related tracking/recording procedures and how this will be communicated to Towns' staff;
- c) after-hours response procedure/protocol.

1.9.17 COMMERCIAL VEHICLE OPERATOR'S REGISTRATION

The Bidder must submit an indication of its CVOR safety rating.

After award of the Contract, the Contractor must immediately notify the Town of any change in its CVOR safety rating. Upon request by the Town, the Contractor shall provide the Town with a copy its most recent Carrier CVOR abstract.

1.10 CONTRACT PRICE

The Contract Price will be in Canadian Funds and is the Total Annual Cost for each year of the Contract as stipulated in the 'Schedule of Prices' in the Form of Tender plus annual adjustments and applicable taxes.

The Contract Price for the first year of the Contract shall be the 'Total Annual Cost' plus the costs of any provisional items accepted by the Town as outlined in the 'Form of Tender'.

The Contract Price for the second and subsequent years shall be the Contract Price for the previous year plus/minus an adjustment for inflation/deflation, calculated:

- i) Using the Statistics Canada Consumer Price Index (CPI) 'All Items' (Ontario) to calculate the inflation/deflation adjustment. The difference between the CPI for September of the current year as compared to that for September of the previous year shall be the adjustment for the current year. See Part 'E' for a sample adjustment calculation.

The Contract Price for the second and subsequent years shall be adjusted for changes in the number of stops. This will be done based on the tax roll or the number of building/demolition permits issued by the Town between September 1 of the previous year and August 31 of the current year.

Adjustments to the Contract Price will be made at the beginning of September each year for increases/decreases in the number of stops from the previous year. However, any addition or deletion of buildings which occur during the year shall be automatically serviced by the Contractor but no change will be made to the payment for the number of units serviced until the adjustment is made. The Contractor is to service any new stop as soon as the stop is utilized by the property owner. Should the net increase in the number of stops during the year exceed 50, the Contractor may apply to the Town for an interim adjustment in the number of paid stops.

The second year adjustment referred above will be used to calculate an adjusted unit price. The adjusted unit price will then be applied against the adjusted number of stops as per the annual update.

1.11 TERMS OF PAYMENT

The Contractor shall submit an invoice no earlier than the first day of the month for the immediately preceding month to the Town on a monthly basis for the 'Total Monthly Price ' plus the monthly cost for any provisional items accepted by the Town as indicated on the 'Form of Tender '.

Each invoice shall include a breakdown of items that matches the items in the Schedule of Prices. It shall indicate the number of units serviced and the unit price for each item.

The Contractor shall include with each invoice the required monthly reporting for recyclable materials collected, processed and marketed as outlined in Part 'B'.

The Town shall withhold payment on any and all invoices until such time the Contractor has supplied the required monthly report in a manner satisfactory to the Town.

1.12 SURETY

The successful Bidder is to submit a Performance Bond in an amount equal to 100% of the first year Annual Cost of the Contract in accordance with Part 'B'.

An Agreement to Bond is to be submitted as part of the bid submission in accordance with Part 'B'.

1.13 INSURANCE

The Contractor shall provide Comprehensive General Liability, Automobile Insurance and Environmental Liability at the limits specified and in accordance with Part 'B'.

1.14 LIQUIDATED DAMAGES

In the event that the required recyclable collection is not completed on its designated day or if replacement equipment is not made available for each collection day in the event of a breakdown, the Town reserves the right to contract another Contractor and deduct all of the associated costs from payments due or securities held.

1.15 WARRANTY

When the Contractor is notified of a stop that was missed for any reason, that stop shall be serviced by the Contractor prior to the end of the collection day. If the Town is notified of a missed stop after the Contractor has already left town for the day, the Contractor shall immediately service that stop at the beginning of the next regular collection day.

1.16 CHANGES

Any change in equipment by the Contractor from what is submitted on the 'Tender Form' must be approved by the Town.

Any change in residual disposal location by the Contractor from what is submitted on the 'Form of Tender' must be approved by the Town.

Any change in the processing facility by the Contractor from what is submitted on the 'Form of Tender' must be approved by the Town.

Any change in the collection schedule proposed by the Contractor must be approved by the Town. For approved changes, the Contractor shall be required to reimburse the Town for public advertisements that inform the public of such changes. Such advertisement will include a maximum of three (3) consecutive weeks under the Town's header in the local papers and a maximum of one (1) week of daily advertisements (3 times per day) on a local radio station.

The Town reserves the right to change the collection program and add or delete materials or items from the program at any time. This will be done in consultation with the Contractor. A price will be negotiated with the Contractor for proposed changes. The Town will be responsible for all public advertisements related to changes in the collection program.

1.17 WASTE BY-LAW

The Bidder is to base its bid on the requirements and limits set out in this by-law which is available upon request and is located on the Town's website.

1.18 REFUSAL NOTICE

The 'refusal notice' identified in Part 'C' will be developed by the Town in consultation with the Contractor. It will include, to the extent possible, 'check boxes' of common reasons for refusal to make them quick and easy to fill out.

The Town will be responsible for the cost of printing the refusal notices and will provide them, at no charge, to the Contractor as required. The cost of completing and applying the notices and reporting of such shall be included in the Contractor's unit collection costs.

1.19 NO LOBBYING

If any director, officer, agent or other representative of a Proponent, including any other parties who may be involved in a joint venture or a consortium with the Proponent makes any representation or solicitation to any member of the Town Council, or any official, employee or agent of the Town, with the exception of the Designated Official, with respect to the Proponent's Bid or any other Proponent's Bid, the Town shall be entitled to forthwith and without notice reject the Proponent's Bid.

1.20 FUEL SURCHARGE

A fuel surcharge allowance has been incorporated into this Tender and is outlined in Part 'B'.

2. PART 'B' – STANDARD TERMS & CONDITIONS

2.1 APPLICATION

All of the terms and conditions outlined in this Part 'B' shall apply to the Works unless identified in Part 'A' as amended or specifically excluded.

2.2 CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

The Contract consists of the documents attached hereto, specifically:

- a) All addenda issued prior to Bid Closing
- b) Part 'A' – Information to Bidders
- c) Part 'B' – Standard Terms & Conditions
- d) Part 'C' – Specifications
- e) Part 'D' – Form of Tender
- f) Part 'E' – Schedule of Attachments
- g) Part 'F' – Form of Agreement

These documents and portions thereof, take precedence in the order in which they are listed above, regardless of the chronological order in which they are issued or executed.

Should there be a discrepancy between one Part of the Contract and another Part, the reference appearing first in the Contract shall prevail.

2.3 ENTIRE CONTRACT

This Contract shall constitute the entire contract between the Parties and the Parties further acknowledge that there is no representation, warranty, collateral agreement or adverse condition affecting this Contract other than as expressed in writing herein.

2.4 SEVERABILITY

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision hereof and any such invalid or unenforceable provision shall be deemed to be severable herein.

2.5 DELIVERY

Time shall be material and of the essence of the Contract.

Unless otherwise stated the work specified in the Contract shall be delivered or completely performed by the Contractor as soon as possible, within the time limits specified herein, and in any event within the period set out herein as the guaranteed period of delivery, or completion, after receipt of a purchase order thereof.

Work shall be subject to final inspection and approval by the Town.

2.6 CLARIFICATION OF THE DOCUMENT

Any clarification of the Document required by the Bidder prior to submission of its bid shall be requested as per the instructions in this Tender. Any such clarifications so given shall not in any way alter the document and the Bidder and the Town hereby agrees that in no case shall oral arrangements be considered.

No officer, agent or employee of the Town is authorized to alter in a verbal manner, any portion of these documents.

During the bid period prior to submission of bids, alterations will be issued to bidders as written addenda only. The Bidder shall list in its bid all addenda that were considered when its bid was prepared.

2.7 INQUIRIES

All inquiries regarding this bid package must be received in writing by e-mail as per Part A, no later than four (4) working days prior to the Bid Closing date. Inquiries received after this deadline will not receive a response. All inquiries received, and the answers, will be provided to all Bidders by way of written communication no later than two (2) working days prior the Bid Closing date without naming the source of the inquiry.

2.8 PRICING REQUIREMENT

Prices shall be in Canadian Funds, quoted separately for each item stipulated in the 'Form of Tender', Freight on Board (F.O.B.) the point specified therein.

All prices submitted shall include applicable customs duty, excise tax, freight, insurance, overhead and profit, markups on Sub-Contractor work and all other charges of every kind attributable to the work. Where applicable, Federal Harmonized Sales Tax (HST) shall be excluded and listed separately, unless otherwise specified.

2.9 SUBMISSION OF BIDS

Bids submitted after the Bid Closing will remain unopened and will be returned to the Bidder.

Bids will NOT be accepted by facsimile or electronic mail or at the Town of Arnprior offices.

Bids must be submitted on the 'Form of Tender' provided in this bid package.

The Bid must be signed by a designated signing officer of the Bidder's firm.

Bids must be legible and written in ink or typewritten. Erasures, over-writing or strikeouts must be initialed by the person signing on behalf of the Bidder.

All parts of the 'Form of Tender' must be submitted with the Bid.

The Town reserves the right to reject any bid if it:

- a) is incomplete,
- b) is not fully legible,
- c) is not signed,
- d) is conditional,
- e) is obscure,
- f) contains erasures,
- g) contains alterations,
- h) contains irregularities of any kind,
- i) exceeds the Town's budget for this project,
- j) contains processes that in the opinion of the Town are likely to adversely affect the interests of the Town, or
- k) is not accompanied by the appropriate bid deposit or other documentation.

2.10 WITHDRAWAL OR QUALIFYING OF BIDS

A bidder may withdraw or qualify its bid at any time prior to bid closing by submitting, as his bid, a letter indicating as such and bearing the bidders signature and seal.

A bidder who has already submitted a bid may submit a further bid at any time prior to bid closing.

If more than one bid is received from the same bidder, the last bid received shall supersede all bids previously submitted by that bidder.

2.11 BID OPENING

Bids will be publicly opened immediately following the Bid Closing in the Boardroom on the main floor of the Town Hall at 127 Raglan St. South, Renfrew, Ontario.

Bids will be opened by municipal designates.

Decisions regarding the acceptance of bids will NOT be made at the public opening and are subject to staff and Council review and approval.

2.12 BID ACCEPTANCE

Bid submissions shall be irrevocable for sixty (60) calendar days after the Bid Closing time.

The lowest, or any, bid may not necessarily be accepted. Award of the Contract will be based upon many factors including, but not limited to quoted prices, workmanship on previous past projects, past safety records and other relevant information provided in the bid submission. The Town shall accrue no liability for its decision in this regard.

2.13 SITE CONDITIONS

The onus shall be upon the bidders to investigate the project site and inform itself, before bidding, of all the physical and working conditions and administrative practices.

2.14 BID DEPOSIT

A Bid Deposit of 10% is required for **EACH** Town based on the first year's Total Annual Cost of the five (5) Year Term as proposed by the Bidder on the Form of Tender.

To be clear, two bid deposits are required, one for the Town of Renfrew and a second for the Town of Arnprior. **EACH** Bid Deposit must be included in the proper Financial, Declarations and Securities Envelope.

The deposits of the unsuccessful bidders, except the 'preferred three (3) bidders', shall be returned within fifteen (15) calendar days of the 'Bid Closing'. The deposits of the unsuccessful preferred bidders shall be returned within fifteen (15) calendar days of acceptance of the successful bid by the Town. The deposit of the successful bidder will be retained until the Agreement has been executed by the Bidder and the required performance security and bond has been furnished to the satisfaction of the Town.

If a bid has not been accepted within sixty (60) days of Bid Closing, any bid may be withdrawn by any bidder and the deposit will be returned on demand. No compensation will be made in the event of delay in executing the Agreement.

If the successful bidder fails to furnish the required bonds, insurance certificates or other such required documents within fourteen (14) calendar days of acceptance by the Town, the Town will withdraw the award of the Contract and the proceeds of the bid security accompanying the bid will be forfeited to the Town. This action does not limit the Town's right to recover loss, damage or expense incurred by the Town as a result of the Bidder's default including, but not limited to, the additional cost associated with selecting another Contractor.

The Bid Deposit, in favour of the Town may be in the form of a Cheque certified by the Bank upon which it is drawn, a Bank Cheque, an Irrevocable

Bank Letter of Credit or a Bid Bond from a Surety Company, authorized by law to carry on business in the Province of Ontario. All Deposits shall be in Canadian Funds. No interest shall be payable on any Bid Deposit.

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

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

2.15 AGREEMENT TO BOND

Each bid must be accompanied by an 'Agreement to Bond' completed by an acceptable Surety Company and included in the Financial, Securities and Declarations Envelope.

2.16 EXPERIENCE/REFERENCES

The Town reserves the right to not award this Contract to any bidder whose experience is deemed unsatisfactory and/or negative references were obtained for the services required under this bid package.

Notwithstanding the experience of the Contractor, the Town reserves the right to consider the acceptability of past services and performance previously provided by the Bidder for the Town.

Further, the Town reserves the right to reject any bid from a previous Contractor who was documented as providing poor or unacceptable services to the Town and/or has been in breach of any terms and conditions of a previous Contract with the Town and cannot provide sufficient reassurances that the previous poor services will not be repeated.

2.17 EQUIPMENT

Prior to acceptance of any bid, the Town reserves the right to visually inspect and confirm that the Bidder has, in its possession in suitable working condition, all equipment as listed in the 'Form of Tender'.

The Town reserves the right to NOT award this Contract to bidders who are believed to be unable to successfully provide this service or provide the necessary equipment.

2.18 SURETY

The successful bidder shall provide a Performance Bond in an amount equal to 100% of the first year pricing based on the contract term to guarantee the due and proper performance and fulfillment of the Contract. The Performance Bond value will exclude the proposed pricing of depot collection and provisional items.

As an alternative to a Performance Bond, the Town will accept cash or a certified cheque payable to the Town as a Surety.

The Performance Bond/Surety shall be deposited with the Treasurer of the Town upon execution of the Contract.

The Performance Bond/Surety shall be issued, and maintained in good standing, for a term equal to the Term of the Contract plus thirty (30) calendar days.

Failure of a successful Bidder to provide the Performance Bond/Surety within seven (7) business days after being requested to do so will be considered sufficient grounds for rejecting the Tender.

2.19 INSURANCE REQUIREMENTS

The following insurance coverage must be maintained by the Contractor at the minimum limits as follows:

- i) For Comprehensive General Liability, the Insurance Coverage shall be in an amount no less than \$2 million inclusive per occurrence for third party Bodily Injury and Property Damage.
- ii) For Automobile Insurance, the Insurance Coverage shall be in an amount no less than \$2 million inclusive per occurrence for third party Bodily Injury and Property Damage for both owned and non-owned vehicles.
- iii) For Environmental Liability, the Insurance Coverage shall be in an amount no less than \$2 million inclusive per occurrence for third party Bodily Injury and Property Damage.

The Town shall be named as an additional insured in all insurance policies in respect of all operations performed by, or on behalf of the Contractor. All contracts between the Contractor and any Sub-Contractors shall contain a

clause requiring the Sub-Contractor to name the Town as additional insured as well.

Insurance coverage shall be maintained for the Term of the Contract by the Contractor and Sub-Contractor as applicable.

Upon execution of this agreement, and every year thereafter for the duration of the Term of the Contract, and at any other time when requested by the Town, the Contractor shall provide the Town with Certified copies of Insurance Coverage.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way, nor cancelled, by the Contractor until sixty (60) days after written approval of such change or cancellations has been received from the Town. The Town reserves the right to reasonably accept or reject any proposed changes to these policies.

The Town reserves the right to request a change to Insurance Coverage at any time. If the Town requests to have the amount of coverage increased, or to obtain other special insurance for this Project, then the Contractor shall endeavor forthwith to obtain such increased or special insurance at the Town's expense.

2.20 INDEMNIFICATION AND LIABILITY

The Contractor agrees to fully indemnify and save harmless, the Town, its officers, Council members, partners, agents and employees from and against all actions, suits, proceedings, claims, demands, losses, damages, costs, charges and expenses whatsoever for all damage or injury including death to any person and all damage to any property which may arise directly or indirectly by reason of any act or omission or alleged act or omission of the Contractor, its agents, employees or Sub-Contractors in the execution or purported execution of the Work.

The Contractor agrees to fully indemnify and save harmless, the Town, its officers, Council members, partners, agents and employees from any and all charges, fines, penalties and costs that may be brought against the Town or its employees if the Town or any of its employees are made a party to any charge under the Occupational Health and Safety Act, Environmental Protection Act, or any other legislation, or infringement of patent rights or copyrights, in relation to any violation of the legislation by the Contractor or its employees while performing services under this Contract.

The Contractor agrees that if any damages or fines are assessed against the Town or its employees as outlined above, the Town shall be entitled to offset

the damages so assessed against any monies that the Town may owe the Contractor under this Contract.

2.21 PERMITS AND APPROVALS

The Contractor, at his own expense, shall procure and maintain all permits, approvals, certificates and licenses required by any law for the execution of the Work.

2.22 LAWS AND REGULATIONS

The Contractor shall comply with all current, or hereafter enacted, federal, provincial and municipal statutes, regulations and by-laws pertaining to any portion of the Work and its performance. The Contractor is responsible for ensuring similar compliance by its suppliers and Sub-Contractors.

The Contract shall be governed by, and interpreted in accordance with, the laws of the Province of Ontario.

2.23 WORKPLACE SAFETY AND INSURANCE BOARD

All of the Contractor's personnel must be covered by the insurance plan under the Workplace Safety and Insurance Act. Upon execution of this agreement, and prior to the beginning of every year thereafter for the duration of the Term of the Contract, and at any other time when requested by the Town, an original Letter of Good Standing from the Workplace Safety and Insurance Board shall be provided to the Town indicating that all payments have been made by the Contractor to the Board.

Prior to final payment, a Certificate of Clearance must be issued indicating that all payments by the Contractor to the Board in conjunction with this Contract have been made and that the Town will not be liable to the Board for future payments in connection with the Contractor's fulfillment of the Contract. Certificates of Clearance must be submitted within thirty (30) days of the conclusion of each year for the duration of the Term of the Contract or at any time upon request by the Town.

2.24 SUB-CONTRACTORS

Only those Sub-Contractors identified in the 'Form of Tender' will be permitted to perform work under this Contract.

Bidders must provide a letter of intent from each and every Sub-Contractor listed with this Tender submission.

After execution of the Contract, any change in Sub-Contractors must be approved in writing by the Town. The Town reserves the right to accept or reject any change in Sub-Contractor.

2.25 CHANGES IN WORK/EQUIPMENT

The Town may at any time, without invalidating the Contract, direct the Contractor to make changes to the Work.

When a change causes an increase or decrease in the Work, the Contract Price shall be increased or decreased by the application of unit prices to the quantum of such increase or decrease. In the absence of applicable unit prices, the Contract Price shall be increased or decreased by an amount as agreed upon between the Contractor and the Town.

Whether there is a financial impact or not, a change is not a change unless documented in a change order and signed by the Town and the Contractor. Each change order will state its impact on such items as cost and time.

No claims for extra work will be entertained unless authorized in writing by the Town prior to the Contractor undertaking the work.

The Town may decide to conduct pilot projects and will provide the Contractor the first right of refusal to undertake the work for the purpose of undertaking the pilot. In the absence of applicable unit prices, the Contract Price shall be increased or decreased by an amount as agreed upon between the Contractor and the Town. Notwithstanding the first right of refusal, should the Town and Contractor not agree on a revised contract price for the pilot project work, the Town retains the right to choose and work with a different Contractor and amend the associated payments to the Bidder by the quoted unit price in the Form of Tender. Any pilot project may include up to seven (7) percent of total collection stops in the Town.

2.26 CORRECTION OF DEFECTS

Level of Service

The Contractor is required to complete one hundred per cent (100%) of each day's collection. The Supervisor shall ensure, to the best of his/her ability, that all work has been completed by the end of each working day. The Contractor shall be deemed to have failed to complete one hundred per cent (100%) of a day's collection if the Contractor misses any, or all, of a designated collection route and does not return to rectify the situation on the day such was missed.

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

Where the Contractor has deemed to have failed to complete one hundred per cent (100%) of the same day's collection, the Contractor must notify the Towns' Representative immediately after this realization has been determined, and must also indicate how and when the situation will be rectified.

The Contractor shall not be deemed to have failed to complete one hundred per cent (100%) of the day's collection by reason of the following:

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

All work performed under this Contract will be performed to the satisfaction of the Town Representative who shall be the sole arbiter in any dispute regarding the interpretation of the Contract between the Town and the Contractor. The Town Representative's decision shall be final and binding.

2.27 SAFETY

The Contractor shall be responsible for being aware of all governing legislation related to employee health and safety. The Contractor shall keep employees and Sub-Contractors informed of such legislation and its amendments.

The Contractor is responsible to provide any personal protective equipment (PPE) for its employees and maintain such PPE in good repair at all times. Any PPE deemed to be not in good repair shall be replaced immediately at the Contractor's expense.

The Contractor is responsible to maintain all of its machinery and other equipment in good and safe repair. Any equipment deemed to be unsafe shall be removed from the Project immediately at the Contractor's expense until such time as it is repaired and deemed safe again. It is the Contractor's responsibility to find a suitable replacement for any equipment removed for safety reasons.

The Contractor is responsible for all applicable training necessary for its employees to safely perform the Services.

Prior to final acceptance of the bid, the 'Preferred Bidders' shall provide the Town with a copy of their Health and Safety Policy. Once awarded the

Contractor's Health and Safety Policy shall be adhered to by the Contractor's employees at all times. Failure to do so may result in immediate termination of the Contract.

In submitting a bid, the Bidder acknowledges that it is the 'Constructor' with respect to the most current Occupational Health and Safety Act and respective regulations.

The Contractor is responsible for notifying the Ministry of Labour, at the required frequency, of work to be performed under this Contract and shall provide the Town with copies of such notification. If notification is not required, the Contractor must submit a letter outlining the reason(s) why it is not required.

If a Contractor's employee(s) fail(s) to comply with any program, policy, regulation, rule or request regarding health and safety as outlined in these documents, that employee will not be allowed to conduct any work under this contract until such time as the person(s) complies.

The Town reserves the right to terminate the Contract without warning for repeated non-compliance or severe non-compliance with health and safety items outlined in these documents.

2.28 TERMS OF PAYMENT

Payment will be made within thirty (30) calendar days following receipt of an invoice that is accompanied by the required reports by the Town from the Contractor provided Contract requirements have been met and the Work has been deemed satisfactory by the Town.

The Town reserves the right to withhold any sum otherwise payable to the Contractor in such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of the same.

2.29 LIQUIDATED DAMAGES

The Municipality will assess liquidated damages for instances of non-performance. As indicated in the Liquidated Damages Table, the Contractor shall pay the Municipality the indicated amount per infraction. For each infraction thereafter, the Contractor will pay the Municipality the sum(s) indicated in the Table as per the number of incidents indicated. At the discretion of the Director, the Town may accept up to two (2) incidents per month without assessing liquidated damages. The sum or sums are hereby agreed upon and fixed as reasonable measures of the Municipality's costs and determined by the parties hereto as the liquidated damages that the Municipality will suffer by reason of said delay, non-performance, or default,

PART 'B' – STANDARD TERMS & CONDITIONS

and not as a penalty. The Municipality may deduct and retain the amounts of such liquidated damages out of the monies which may be due or become due to the Contractor under the Contract.

Liquidated Damages Table

<u>Incident Amount Unit</u>	<u>Amount</u>	<u>Unit</u>
Failure to respond to resident complaint as directed by Municipality	\$500	per incident
Discourtesy or inappropriate behaviour	\$500	per incident
Failure to comply with Contract, Certificate of Approval, Federal, Provincial, and Municipal Laws, Acts, Ordinances, Regulations, Order-in-Council and By-laws	\$1,000	per incident

2.30 CONTRACT TERMINATION

- a) The Town may terminate the Contract:
 - i. Without cause at any time, upon six (6) months written notice being provided to the Contractor.
 - ii. Immediately and without notice, if the Contractor attempts to dispose of any Recyclable Material that was collected curbside for processing at any landfill generated from the Material Recycling Facility.
 - iii. Immediately and without notice, if the Contractor commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the Contractor makes a general assignment for the benefit of its creditors.
 - iv. Immediately and without notice, if the Contractor does not comply with the Health and Safety requirements set out in these documents.
 - v. Without notice, if the Contractor repeatedly fails to make sufficient payments for payments due to its Sub-Contractors or suppliers.
 - vi. Upon expiration of ten days from the date of receipt of written notice to the Contractor, if the Contractor fails to comply with any significant request, instruction or order given by the Town; or fails to comply with, or persistent disregard for statutes, regulations, by-laws or directives of relevant authorities related to the work; or fails to perform the work with skill and diligence expected of any similar Contractor; or assigns or sublets the Contract without the prior written consent of the Town; or

refuses to correct deficient work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the Contract.

- b) Any termination of the Contract by the Town, as aforesaid, shall be without prejudice to any other rights or remedies the Town may have.
- c) If the Town terminates the Contract under clause (a) (ii), (iii), (iv), (v) or (vi) above, it is entitled to:
 - i) Take possession immediately of all the work and materials in progress and finish the work by whatever means the Town may deem appropriate under the circumstances;
 - ii) Withhold any further payments to the Contractor until the completion of the work and the expiry of all obligations under the 'Correction of Defects' clause in this document;
 - iii) Recover from the Contractor, any loss, damage and expense incurred by the Town by reason of the Contractor's default which may be deducted from any monies due, or becoming due, to the Contractor.

2.31 DISPUTE RESOLUTION

If a dispute arises between the Town and the Contractor as to their respective rights and obligations under this Contract that cannot be resolved informally, the Parties shall use the following dispute resolution procedures to resolve such disputes:

- a) Within fourteen (14) calendar days of the final informal attempt to resolve the dispute, the respective authorized representative shall provide a 'Notice of Dispute' to the other representative in writing.
- b) The dispute shall be referred by the Parties to non-binding mediation whereby the fees and expenses of the mediator will be divided equally (i.e. 50/50) between the Town and the Contractor. The mediator will be appointed jointly by the Parties.
- c) If the Parties are unable to resolve the dispute within a period of thirty (30) days of the first mediation session, the dispute shall be resolved through binding arbitration in accordance with the Arbitration Act, 1991, S.O. 1991, c.17, as amended from time to time. The arbitration shall be conducted by a single arbitrator appointed jointly by the Parties. In the event that the Parties cannot agree on a single arbitrator, the arbitration shall be conducted by an arbitral tribunal. Each party will appoint one member who will then appoint a third member to act as chair of the tribunal. The

arbitrator, or arbitral tribunal, as the case may be, will apportion the costs of the arbitration to the Parties.

2.32 FUEL SURCHARGE

The fuel surcharge will be calculated monthly based on the following criteria:

1. The Ontario Ministry of Energy, Ontario Monthly Average Diesel Prices for the Ottawa area will be used as the price index for the agreement.
2. The following are the yearly base prices per litre for diesel fuel that will be used to calculate the surcharge:

Year	Base Fuel Price
1	\$ 1.27
2	Year 1 + CPI
3	Year 2 + CPI
4	Year 3 + CPI
5	Year 4 + CPI
6	Year 5 + CPI
7	Year 6 + CPI

3. The surcharge will be calculated on the difference between the average monthly price per litre of diesel fuel as reported on the Ontario Ministry of Energy Ontario Diesel Prices less \$0.06 for bulk fuel rates and the base price per litre for the year (as detailed in point 2).
4. The calculated difference in price will be:

Average distance travelled on collection route (set at 70 km) divided by fuel efficiency of 2.01 km/litre which is 34.83 litres.

34.83 litres will be multiplied by the difference between monthly price per litre of diesel fuel as reported on the Ontario Ministry of Energy Ontario Diesel Prices less \$0.06 for bulk fuel rates and the base price per litre for the year.

5. The surcharge will be calculated by the Contractor on a monthly basis and invoiced to the Town.
6. The fuel surcharge will be invoiced separately.

An example of the fuel surcharge can be viewed in Part E.

3. PART 'C' – SPECIFICATIONS

3.1 THE WORK

The Town is seeking bids from qualified Contractors to provide the services of:

- i) curbside recyclable collection from within the Town;
- ii) recyclable material collection at the Town's landfill sites;
- iii) processing of all collected recyclable materials;
- iv) marketing of all processed recyclable materials; and
- v) reporting on all work in accordance with this Tender

3.1.1 COLLECTION

The Contract Price shall include the supply of all equipment, tools and labour to properly fulfill the terms and conditions of this Contract for the full Term of the Contract.

The service of curbside recycling collection is to be available to every stop once per two (2) week period (26 times per year).

Cardboard collection service shall be available in the downtown core as per Part 'A' of this Tender. There shall be no size or quantity restrictions on the cardboard collected in this area.

The Contractor shall clean up any material that has been strewn from a recycling container, covered under this Contract, for any reason within a reasonable distance of the recycling container.

Each load of recyclable materials collected curbside and from the landfill depot shall be weighed prior to delivery to an approved processing facility. Each collection vehicle shall be weighed empty at least once per month to obtain a tare weight.

The Contractor shall collect recyclables from the proposed public space containers on a weekly basis or other such interval as may be required.

3.1.2 PROCESSING

The Contract Price shall include the supply of all equipment, tools and labour to properly fulfill the terms and conditions of this Contract for the full Term of the Contract.

The Contractor shall process and market the collected materials or shall ensure that the materials are processed and marketed. All materials collected, less the allowable Residual Material, shall be utilized, reused or recycled into useable material.

The Contractor shall ensure all vehicles delivering Recyclable Materials are weighed upon entry to the Material Recovery Facility. Should the weigh scale be out of order, the

Contractor shall make alternate arrangements to record weights that are satisfactory to the Town. Town shall be notified immediately of any scale malfunctions.

The following weighing record information will be recorded by the Contractor:

- i) date;
- ii) entry time;
- iii) departure;
- iv) facility name;
- v) customer name;
- vi) transaction number;
- vii) account number;
- viii) vehicle identification or license;
- ix) material source;
- x) material type;
- xi) gross weight (kilograms);
- xii) tare weight (kilograms);
- xiii) net weight (kilograms);
- xiv) weigh master identification;
- xv) number of bales of material per outbound load.

The Contractor shall, in addition to the records specified above, maintain and provide on a monthly basis the following summary of the weigh scale records:

- i) incoming Received Material;
- ii) outgoing Recovered Container Material and Recovered Fibre Material;
- iii) incoming Recovered Container Material and Recovered Fibre Material not delivered to, or rejected by Markets;
- iv) outgoing Unacceptable Material rejected by authorized MRF Personnel; and
- v) outgoing Residue.

The Town will be provided a copy of the original records upon request.

3.2 SCHEDULE

Collection in the downtown core shall be collected as per Part A on its respective collection day.

The Contractor shall not commence collection prior to 7:00 a.m. in the Town of Renfrew and 7:30 a.m. in the Town of Arnprior.

Within 1 month of Contract commencement, the collection routes shall be serviced with regularity such that the residents will know the approximate hour when their materials will be collected.

Any change to collection schedule, times or routes must be approved by the Town of Renfrew.

3.3 COLLECTION, PROCESSING AND MARKETING

When performing Services under this Contract, the Contractor shall only collect from sources covered under this Contract. For example, the Contractor shall not collect materials covered under private contracts or from sources outside the Town of while performing curbside collection in the Town without the written consent of the Director.

The Contractor is only responsible for collecting recyclable materials that are part of the 'base program ' as outlined below plus any other approved items from the 'expanded program '.

The 'base program' shall consist of the following materials:

- i) Metal Containers:
 - Aluminum food and beverage containers: pop, beer, juice
 - Ferrous food and beverage containers: juice, dog/cat food, tuna cans, coffee tins
 - Aluminum foil and foil containers: pie plates and trays
 - Empty, dry paint cans (only collected with lids off)
 - Empty Aerosol cans
 - Plastics Bottles and Containers:
 - (a) PET #1: bottles and clam shells etc.
 - (b) HDPE #2: laundry detergent, fabric softener, dish liquid, hand soap, etc.
 - (c) PVC #3: clear jugs with handles
 - (d) Tubs and lids: #4, #5 and #7: yogurt, margarine, ice cream containers etc
 - (e) PS #6 – only at landfill depot
 - Clear glass, including:
 - (a) Glass bottles and jars for food or beverages
 - Coloured glass, including:
 - (a) Glass bottles and jars for food or beverages
 - Aseptic Packaging: drinking boxes
 - Gable Top: milk and juice cartons
- ii) Paper, including:
 - Newsprint
 - Boxboard and paperboard
 - Magazines and telephone directories
 - Envelopes, flyers, junk mail
 - Bond paper: writing and computer paper
 - Brown paper bags
 - Hard and soft covered books (removed hardcover)
 - Wrapping and tissue paper
 - Greeting cards
 - Paper rolls: toilet and towel

- Paper egg cartons
- iii) Corrugated cardboard from residents (not downtown core) clean un-waxed, flattened and bundled, no larger than 60 X 60 X 30 cm (2' X 2' X 1')

Materials shall be collected and processed in such a way so as to maximize the marketability of the products.

Materials shall be collected in a manner such that the Residual Factor does not exceed the amounts approved by the Director and agreed upon by the Contractor.

3.4 RESIDUAL AUDIT PROCEDURE

The Parties agree that the following incentives and Residue audit procedure shall apply:

- a) The Contractor shall ensure that the required recovery rates, which are the benchmarks for operation of the MRF, are met on a monthly basis. During any given operating month, the Town staff will, at their sole discretion, conduct detailed composition analyses on the Residue stream. The Contractor will be required to participate in the analyses. The procedure to be used shall be as follows:
 - i. a sample from the Residue stream will be randomly selected by the Town;
 - ii. the weight of the Residue sample shall be determined at the outset of the audit;
 - iii. the Residue sample will be separated into material piles and then weighed based on individual material type;
 - iv. a percentage by weight figure will be assigned to each material type based on the audit results;
 - v. the quantity (tonnage) of material missed for each commodity type will be determined by multiplying the percentage by weight figure by the total quantity of Residue produced for the month in question;
 - vi. the recovery rate shall be calculated as follows: tonnes of Recovered Container/Fibre Material for each material (during the previous month) divided by the sum of the tonnes of Recovered Container/Fibre Material for each material (during the previous month) plus the calculated tonnes of each unrecovered Recyclable Material based on the results of the Residue audit. The quantity of Recovered Container Material, Recovered Fibre Material and Residue will be determined using weigh scale information, bale and inventory counts at the beginning and end of each month and the quantity of Recyclable Material in the Residue determined during the monthly audits.
- b) The Contractor and the Town hereby agree that the Residue samples chosen for the periodic audits shall be accepted as representative, in both nature and composition, of the Residue generated at the MRF for the prior calendar month.
- c) The Contractor shall not over-compact the recyclables in its collection vehicle in such a manner as to de-value the recyclable materials. The Director will be the sole authority for determining appropriate maximum compaction levels but will consult with the Contractor on this matter.

- d) If the marketed materials are de-valued due to compaction, the Contractor may, at the Town's discretion, be assessed a penalty equal to the difference in value between the normal market value and the lower value. The penalty will be deducted from the payment to the Contractor.

3.5 REPORTING

The Contractor shall submit 'Program Reports' to the Town on a monthly basis for the Term of the Contract which shall be submitted with the monthly invoice.

Program reports shall include:

- i) Monthly materials collected :
 - Collection summary by weight of each collection vehicle by material type (fibre and containers).
 - Weigh scale receipts must be maintained and made available in a format and manner as requested
- ii) Processed materials:
 - Monthly processing summary by weight of each material understanding that this amount is a calculation based on the Town's relative collected amount to other material sources as well as regular inbound material audits to ascertain material composition.
- iii) Marketed materials:
 - Monthly marketed materials and associated revenues understanding this is a calculated amount
- iv) Refusal Notice Sticker reports
 - Daily reports for collection stops that have been refused service due to inappropriate materials in the recycling containers
- v) Collection Not Made reports:
 - Daily report for locations not serviced as outlined in Section 9 of this part.
- vi) For materials collected from all sources processed at the facility:
 - A summary of mass of materials collected listed by material.
 - A summary of mass of residual material.
 - Destination and mass for each material type of all loads departing the processing facility.

All reporting shall be done in metric units as applicable.

3.6 CONDUCT

- a) All work under this Contract is to be performed promptly, neatly, carefully, thoroughly and efficiently.
- b) The Contractor must understand and acknowledge that it is working in a public environment and potentially in the presence of children. At no time, shall the driver or collectors use profane, foul, vulgar, obscene or inappropriate language or actions while performing Service under this Contract. The appearance of the driver and

vehicle, and the manner in which the vehicle is operated, and how the driver interacts with the public, is a direct reflection on the image of the Town, and as such, employees should always project a professional image. The Contractor will remove any employee contravening this Section, or soliciting any gratuity for Services done under this Contract, from the job.

- c) The Contractor shall conduct itself as if it is a Town representative while performing Services under this Contract.
- d) The Contractor shall handle all recycling containers or other receptacles with due care and after removing their contents, shall place (not throw) them at the point from which they were taken.
- e) The Contractor shall ensure drivers possess a valid Ontario driver's license to operate the collection equipment.
- f) The Contractor shall ensure that the drivers wear appropriate safety equipment including, but not limited to, CSA approved steel-toed boots/shoes, CSA approved blaze orange safety vest/jacket/coveralls/t-shirt with reflective striping, gloves, ear plugs, and safety glasses during collection activities. Hard hats must also be made available to the employees for emptying carts and unloading vehicles at designated facilities.
- g) The Contractor shall provide a full training program to the satisfaction of the Town Representative to ensure that its drivers and collectors are familiar with operations, safety procedures, the Contractor's Health and Safety policy, all traffic laws including by-laws, and complaint procedures.
- h) Additional safety or training requirements introduced by the Town are to be provided at the Contractor's cost, and shall be implemented within a suitable time period to the satisfaction of the Town Representative.

3.7 EQUIPMENT

- a) For the duration of the Contract, equipment shall be maintained in excellent working order and repair and remain capable of meeting all Contract requirements and obligations. All vehicles used in accordance with this Contract by the Contractor must meet Ministry of Labour and/or Ministry of Transportation safety standards, specifically the Ontario Safety Standards Certificate (SCC).
- b) All equipment shall be maintained in a presentable condition. Equipment is to be washed at least weekly. The Contractor will be responsible for maintenance, repairs, and all operating costs of the equipment supplied, including fuel, licensing, insurance, washing and storage. The Contractor shall produce certificates of inspection by authorized Inspectors of the Ministry of Transportation for all used vehicles (*if applicable*) at the start of the Contract and throughout the Contract upon being

requested to do so, the inspection being made forthwith upon request by the Town Representative. All expenses incurred to perform these inspections and/or meet the requirements of these inspections, shall be borne by the Contractor.

- c) Any change in the equipment listed in the 'Form of Tender' must be approved by the Town.
- d) The collection vehicles shall be equipped for the Term of the Contract with a communication radio system or cellular phone in good working order with the ability to communicate with the Contractors 'base office'.
- e) The same piece of equipment is not to be used for recycling collection and garbage collection.
- f) The Contractor shall be fully responsible for determining the appropriate quantity and types of vehicles required to perform one hundred per cent (100%) of the day's collection within the time period prescribed by the collection schedule. The Contractor shall supply the necessary amount of equipment and staff to collect, transport, and deliver for processing of Recyclable Materials placed out for curb side collection in accordance with this TENDER.
- g) The Contractor will be required to supply additional Equipment, if necessary, to adequately collect any increased tonnages that may result from seasonal fluctuations, added Recyclable Materials, additional Residential Households, Multi-Unit Dwellings, Apartment Buildings, Industrial/Commercial/institutional, Small Commercial Establishments within the Town and on Un-assumed Roads that are situated on routes currently serviced by the Town.
- h) The Contractor shall not cause or permit vehicles to be loaded beyond the legal limit as specified in the Highway Traffic Act, whether such vehicles are registered in the name of the Contractor or otherwise. Where in the opinion of the Town, Equipment used by the Contractor is causing or is likely to cause damage to any private or public roadway, the Town may direct the Contractor at its own expense to make changes in or substitutions for such Equipment or to use alternate routes for hauls. The Contractor will be responsible for the consequences of the overload of its vehicles.

3.8 SPILLS

- a) The Contractor shall clean up any material that falls to the ground or is spilled as it is being placed in the collection vehicle. This includes any broken glass, paper or liquid.
- b) The collection vehicles are to be properly constructed and maintained to eliminate the depositing of waste or liquids onto the streets during the performance of the Work, and in the case of co-collection vehicles, avoid mixing wastes and the Recyclable Materials. Recyclable Material collection vehicles must have a sufficient number of dividers to separate (if applicable) materials during collection and unloading. It is the

Contractors responsibility to immediately clean up, to the Town's satisfaction, any debris or liquid that is discharged from the vehicle. This includes, but is not limited to, gasoline, oil, hydraulic oil or transmission fluid. Each vehicle shall carry hand tools (brush and shovels) to facilitate the sweeping up of any waste which may be spilled.

- c) Each vehicle shall carry safety equipment including, but not limited to, a spill kit, fire extinguisher, first aid kit, and flares. The Contractor spill kit shall include absorbent material at all times to be applied immediately in the event of a liquid spill. The Contractor shall clean up all absorbent material that has been applied to a spill and ensure no residues remain. Liquid spills may also require that the street and any other affected area or property be washed, flushed or otherwise restored to the satisfaction of the Town. Spills of certain materials such as hydraulic oils may be tracked significant distances and onto private property. If this occurs, the Contractor shall pay to remove the stains, or otherwise remedy the affected area, on all public and private property if required by the Town.
- d) In the event of a liquid spill, the Contractor shall make every effort to minimize the affected area and to contain the spill.
- e) In the event of a liquid spill, the Contractor is responsible for notifying the Ontario Ministry of Environment's Spills Action Centre (MOE SAC) and the Town immediately. If the Contractor fails to do so, the Town will report the spill to MOE SAC as an infraction.

3.9 CUSTOMER SERVICE

- a) The Contractor shall maintain for the Term of the Contract, a local or toll free telephone number with means of receiving direction from the Town and/or complaints, questions or comments from the public during regular working hours. The telephone number used must allow the Town to reach staff between the hours of 7:00 a.m. and 5:00 p.m., Monday to Friday, in order to receive complaints, enquiries, and instructions from the Town Representative. The Contractor shall be responsible to maintain this specific telephone line for the duration of the Contract and have it answered by competent, conscientious, courteous employees who would be in a position of authority to respond to Town concerns within twenty four (24) hours.
- b) The Contractor shall provide the Town with an emergency after-hours contact complete with telephone number should a problem arise with the performance of the Work.
- c) The Contractor shall implement a procedure to manage all complaints and concerns relative to the execution of the Contract. This procedure shall be in writing and shall be submitted to the Town within ten (10) calendar days of the execution of the Contract.

- d) The Contractor, on a monthly basis, shall report, in writing, to the Town all complaints received and actions taken to correct them. Reports shall include complainants name, address and telephone number. If no complaints are received, a report is still to be submitted indicating as such.

3.10 CONTRACT MANAGEMENT & COMMUNICATION

Meetings will be held between the Town and the Contractor to be scheduled on as close to a monthly basis as is reasonably possible and on a schedule agreed to at the time of Contract award. The Town may request that the Contractor participate in additional meetings if the Town deems them required.

The Town reserves the right to inspect inside collection vehicles.

The Town reserves the right to assess stop counts, kilometers travelled, to verify other route or collection program information. The Town reserves the right to travel by vehicle at a safe distance behind the Contractor's vehicles on any collection day and any collection route with sufficient notice to the Contractor.

3.11 RESTRICTIONS AND LIMITATIONS

- a) If the Contractor cannot collect from a stop because it encounters an impassable obstruction, the Contractor must return at least once to the obstructed area prior to the end of the collection day and attempt to make the collection. If it still cannot make the collection, the Contractor shall return at least once on the next collection day and attempt to make the collection. If it still cannot make the collection, the Contractor shall report the incident to the Town prior to the end of the collection day.
- b) Weather Conditions: If the Contractor cannot collect recyclables on any day because of weather conditions, the Contractor shall notify the Town Representative immediately, so that this information may be passed along to the public, and this material shall then be collected at the earliest opportunity by the Contractor, but not later than the following Saturday.
- c) Road Construction: The Contractor shall make reasonable efforts to traverse roads under construction in order to provide collection service, but if the Contractor deems the road impassable, alternative methods for collection will be negotiated by the Contractor and the Town Representative.
- d) If construction will be taking place on any Town road within the Town, the Contractor will be notified by the Town of the dates that such construction will be taking place, as well as the nature of construction work being done, when the Town is aware of them. By notifying the Contractor in advance of construction projects, the Town and the Contractor will jointly make arrangements for implementing alternative collection methods for the residents of those roads under construction that are deemed impassable.

- e) Should the Contractor deem that any road or road allowance is impassable, the Contractor shall notify the Town Representative immediately, so that the public may be informed by the Town and alternatives devised jointly by the Town and the Contractor.

- f) Strikes & Lockouts: In the event of a strike or lockout, the Contractor is responsible to maintain all curbside collection and unloading services, to whatever reasonable degree possible, and if necessary in co-operation with the Town as specified in General Condition 'Force Majeure Clause'.

3.12 COLLECTION CONTAINERS AND HANDLING

a) Collection Containers

All household Recyclable Materials to be collected must be placed and kept in Approved Containers in accordance with the Town By-law.

There is no limit of approved containers for recyclables and bundles of cardboard that may be placed out for collection.

Recycling containers are standard plastic blue box design used province-wide for Town recycling programs.

Clear plastic bags may be utilized to set out shredded paper.

b) Location of Recyclables for Curbside Collection

All bags, containers or bundles to be collected in accordance with this Contract shall be placed within four feet of the curb or travelled roadway or where the curb forms part of the sidewalk at the front of the property in a place of the easiest access to the Contractor and at ground level. Where this cannot be reasonably observed, the Town Representative shall have the power to designate the location at which the containers or bags shall be placed for collection. In all cases, the containers or bags shall in no way obstruct the travelled portion of a public road, a public sidewalk or any other public way.

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

c) Container Handling

After Recyclable Materials have been collected, all Approved Containers shall be replaced in approximately the same position in which they were located prior to collection, but in no case shall they be replaced on the travelled portion of the road. Care shall be used not to damage the private or Town containers. The Contractor will be responsible for damage to containers due to negligence in handling. Containers that are badly damaged by the Contractor or are thrown into the collection vehicles shall be

replaced before the next collection day with containers of equal quality by the Contractor at their own expense and to the satisfaction of the Town Representative.

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

d) Unacceptable Materials for Collection

Only acceptable Recyclable Materials as specified in this document are to be collected by the Contractor. Should any materials be required to be left at the curbside as unacceptable materials such materials shall be left inside the container, with the container placed back in an upright position (so items do not spill out), together with an explanatory sticker applied to the item explaining why the material was left behind.

e) Refusal Notice Stickers

The Contractor shall place stickers on Recyclable Material boxes, carts and bags at all locations where material is not collected. The sticker shall identify the reason(s) why the items were left at the curb. The Town will provide at their sole expense the stickers to be used. The Contractor shall record the address and the reason for the infraction on a log sheet.

It is integral to the success of the Town's recycling program and Contractor relationship that this sticker system be utilized. It provides both the Town and the Contractor with a method of educating service users with respect to specific program information.

PART 'D' – FORM OF TENDER

4. Part 'D' - FORM OF TENDER

Tender Closing: **Tuesday, July 12, 2011 at 11:00:00 a.m. local time**

Closing location **Town of Renfrew, 127 Raglan St. South, Renfrew,
Ontario K7V 1P8 Attention: Treasurer**

Bidder (Firm Name): _____

Contact name and title _____

Address _____

Phone Number: _____

Fax Number: _____

e-mail _____

Web site _____

4.1 SCHEDULE OF PRICES

4.1.1 RENFREW CONTRACT PRICING

4.1.1.1 Option 1: Recycling Collection, Processing and Marketing Services with no revenue Share

Bidders are to provide the first year prices to perform the Recycling Services in accordance with the Terms and Conditions outlined in this Contract. As per this document, subsequent years will be adjusted based on CPI and pricing allowances are made for fuel surcharges. This Option 1 contemplates the Contractor receiving 100% of the revenues from the sale of recyclable materials. All fields must contain a value greater than zero dollars, except for HST value if this tax is not applicable.

Table 1: Mandatory curbside collection, processing and marketing services

Item #	Item Description	Unit	Estimated Quantity	# Weeks /Year	Times/ Week	5 Year Term (Year one price)		7 Year Term (Year one price)	
						Price/Unit / Week	Annual Amount	Price/Unit/ Week	Annual Amount
A	B	C	D	E	F	G	H = D x E x F x G	R	S = D x E x F x R
1.	Recyclable Material Collection								
a)	Residential	stops	3478	26	1				
b)	ICI	stops	320	26	1				
2.	Recyclable Material Processing	Total stops	3798	26	1				
3.	Cardboard collection in downtown core	week	1	52	1				
SUBTOTAL:									
13% HST (if applicable):									
TOTAL ANNUAL COST(TAC) :									

Table 2: Mandatory landfill depot collection, processing and marketing services

The Town requires the Bidder to provide collection containers and associated processing and marketing services for recyclables received at the landfill site. The Town or its landfill agent will staff and monitor the collection of recyclables from residents requiring an alternative recycling outlet to their curbside service. Bidders must complete at least two container collection options and provide the respective description below under Depot Details. The quantities of recyclables to be managed are not known. The Town may choose one or more methods of collection for implementation of this service.

Item #	Container Description	Container Size	# of Bins (A)	Collection Cost Per Bin (B)	Processing Cost Per Bin (C)	Subtotal D= Ax(B+C)	HST E= Dx13%	Total F=D+E
4	Recycling depot at landfill site							
a)	Compaction Roll-Off Fibre Containers							
b)	Un-compacted Roll-Off							
c)	Front End Bin							
d)	Totes							
e)	Other:							

Depot Details: Bidders must provide information on how a depot will be set up. Ensure that the description provides enough information on how the recyclables should be received and managed. The Depot is not to be used as a transfer operation for curbside recyclables.

Table 3: Provisional Items

Item #	Item Description	Unit	Estimated Quantity	# Weeks /Year	Times/ Week	5 Year Term (Year one price)		7 Year Term (Year one price)	
						Price/Unit / Week	Annual Amount	Price/Unit/ Week	Annual Amount
A	B	C	D	E	F	G	H = D x E x F x G	R	S = D x E x F x R
	Description								
5.	Price Adjustments								
a)	If proposed alternate schedule is accepted.	LS	1						
b)	If size and packing restrictions are removed for residential curbside cardboard collection.	LS	1						
6.	Public Space collection	each	8	52	1				

Volume Discount:

Discount value in Canadian dollars for the Town of Renfrew if the Contractor is awarded the contracts for both Town of Renfrew and Town of Arnprior:

Annual Discount for five (5) Year Term: \$ _____

Annual Discount for seven (7) Year Term: \$ _____

Renfrew Contract Pricing

4.1.1.2 Option 2: Recycling Collection, Processing and Marketing Services with 50/50 revenue Share

Bidders are to provide the first year prices to perform the Recycling Services in accordance with the Terms and Conditions outlined in this Contract. As per this document, subsequent years will be adjusted based on CPI and pricing allowances are made for fuel surcharges. This Option 2 contemplates the Contractor receiving 50% of the revenues from the sale of recyclable materials and providing 50% of the revenue with the Town.

Table 4: Mandatory curbside collection, processing and marketing services

Item #	Item Description	Unit	Estimated Quantity	# Weeks /Year	Times/ Week	5 Year Term (Year one price)		7 Year Term (Year one price)	
						Price/Unit / Week	Annual Amount	Price/Unit/ Week	Annual Amount
A	B	C	D	E	F	G	H = D x E x F x G	R	S = D x E x F x R
1.	Recyclable Material Collection								
a)	Residential	stops	3478	26	1				
b)	ICI	stops	320	26	1				
2.	Recyclable Material Processing	Total stops	3798	26	1				
3.	Cardboard collection in downtown core	in week	1	52	1				
SUBTOTAL:									
13% HST (if applicable):									
TOTAL ANNUAL COST(TAC) :									

PART 'D' – FORM OF TENDER

Table 5: Mandatory landfill depot collection, processing and marketing services

The Town requires the Bidder to provide collection containers and associated processing and marketing services for recyclables received at the landfill site. The Town or its landfill agent will staff and monitor the collection of recyclables from residents requiring an alternative recycling outlet to their curbside service. Bidders must complete at least two container collection options and provide the respective description below under Depot Details. The quantities of recyclables to be managed are not known. The Town may choose one or more methods of collection for implementation of this service.

Item #	Container Description	Container Size	# of Bins (A)	Collection Cost Per Bin (B)	Processing Cost Per Bin (C)	Subtotal D= Ax(B+C)	HST E= Dx13%	Total F=D+E
4	Recycling depot at landfill site							
a)	Compaction Roll-Off							
b)	Un-compacted Roll-Off							
c)	Front End Bin							
d)	Totes							
e)	Other:							

Depot Details: Bidders must provide information on how a depot will be set up. Ensure that the description provides enough information on how the recyclables should be received and managed. The Depot is not to be used as a transfer operation for curbside recyclables.

PART 'D' – FORM OF TENDER
Recycling Services Tender June 2011

Towns of Renfrew and Arnprior

Table 6: Provisional Items

Item #	Item Description	Unit	Estimated Quantity	# Weeks /Year	Times/ Week	5 Year Term (Year one price)		7 Year Term (Year one price)	
						Price/Unit / Week	Annual Amount	Price/Unit/ Week	Annual Amount
A	B	C	D	E	F	G	H = D x E x F x G	R	S = D x E x F x R
	Description								
5.	Price Adjustments								
a)	If proposed alternate schedule is accepted.	LS	1						
b)	If size and packing restrictions are removed for residential curbside cardboard collection.	LS	1						
6.	Public Space collection	each	8	52	1				

Volume Discount:

Discount value in Canadian dollars for the Town of Renfrew if the Contractor is awarded the contracts for both Town of Renfrew and Town of Arnprior:

Annual Discount for five (5) Year Term: \$ _____

Annual Discount for seven (7) Year Term: \$ _____

4.1.2 ARNPRIOR CONTRACT PRICING

4.1.2.1 Option 1: Recycling Collection, Processing and Marketing Services with no revenue Share

Bidders are to provide the first year prices to perform the Recycling Services in accordance with the Terms and Conditions outlined in this Contract. As per this document, subsequent years will be adjusted based on CPI and pricing allowances are made for fuel surcharges. This Option 1 contemplates the Contractor receiving 100% of the revenues from the sale of recyclable materials.

Table 7: Mandatory curbside collection, processing and marketing services

Item #	Item Description	Unit	Estimated Quantity	# Weeks /Year	Times/ Week	5 Year Term (Year one price)		7 Year Term (Year one price)	
						Price/Unit / Week	Annual Amount	Price/Unit/ Week	Annual Amount
A	B	C	D	E	F	G	H = D x E x F x G	R	S = D x E x F x R
1.	Recyclable Material Collection								
a)	Residential	stops	3,333	26	1				
b)	ICI	stops	416	26	1				
2.	Recyclable Material Processing	Total stops	3,749	26	1				
3.	Cardboard collection in downtown core	in week	1	52	1				
SUBTOTAL:									
13% HST (if applicable):									
TOTAL ANNUAL COST(TAC) :									

PART 'D' – FORM OF TENDER
Recycling Services Tender June 2011

Towns of Renfrew and Arnprior

Table 8: Mandatory landfill depot collection, processing and marketing services

The Town requires the Bidder to provide collection containers and associated processing and marketing services for recyclables received at the landfill site. The Town or its landfill agent will staff and monitor the collection of recyclables from residents requiring an alternative recycling outlet to their curbside service. Bidders must complete at least two container collection options and provide the respective description below under Depot Details. The quantities of recyclables to be managed are not known. The Town may choose one or more methods of collection for implementation of this service.

Item #	Container Description	Container Size	# of Bins (A)	Collection Cost Per Bin (B)	Processing Cost Per Bin (C)	Subtotal D= Ax(B+C)	HST E= Dx13%	Total F=D+E
4	Recycling depot at landfill site							
a)	Compaction Roll-Off							
b)	Un-compacted Roll-Off							
c)	Front End Bin							
d)	Totes							
e)	Other:							

Depot Details: Bidders must provide information on how a depot will be set up. Ensure that the description provides enough information on how the recyclables should be received and managed. The Depot is not to be used as a transfer operation for curbside recyclables.

Table 9: Provisional Items

Item #	Item Description	Unit	Estimated Quantity	# Weeks /Year	Times/ Week	5 Year Term (Year one price)		7 Year Term (Year one price)	
						Price/Unit / Week	Annual Amount	Price/Unit/ Week	Annual Amount
A	B	C	D	E	F	G	H = D x E x F x G	R	S = D x E x F x R
	Description								
5.	Price Adjustments								
a)	If proposed alternate schedule is accepted.	LS	1						
b)	If size and packing restrictions are removed for residential curbside cardboard collection.	LS	1						
6.	Public Space collection	each	25	52	1				

Volume Discount:

Discount value in Canadian dollars for the Town of Arnprior if the Contractor is awarded the contracts for both Town of Renfrew and Town of Arnprior:

Annual Discount for five (5) Year Term: \$ _____

Annual Discount for seven (7) Year Term: \$ _____

Arnprior Contract Pricing

4.1.2.2 Option 2: Recycling Collection, Processing and Marketing Services with 50/50 revenue Share

Bidders are to provide the first year prices to perform the Recycling Services in accordance with the Terms and Conditions outlined in this Contract. As per this document, subsequent years will be adjusted based on CPI and pricing allowances are made for fuel surcharges. This Option 2 contemplates the Contractor receiving 50% of the revenues from the sale of recyclable materials and providing 50% of the revenue with the Town.

Table 10: Mandatory curbside collection, processing and marketing services

Item #	Item Description	Unit	Estimated Quantity	# Weeks /Year	Times/ Week	5 Year Term (Year one price)		7 Year Term (Year one price)	
						Price/Unit / Week	Annual Amount	Price/Unit/ Week	Annual Amount
A	B	C	D	E	F	G	H = D x E x F x G	R	S = D x E x F x R
1.	Recyclable Material Collection								
a)	Residential	stops	3,333	26	1				
b)	ICI	stops	416	26	1				
2.	Recyclable Material Processing	Total stops	3,749	26	1				
3.	Cardboard collection in downtown core	week	1	52	1				
SUBTOTAL:									
13% HST (if applicable):									
TOTAL ANNUAL COST(TAC) :									

PART 'D' – FORM OF TENDER

Table 11: Mandatory landfill depot collection, processing and marketing services

The Town requires the Bidder to provide collection containers and associated processing and marketing services for recyclables received at the landfill site. The Town or its landfill agent will staff and monitor the collection of recyclables from residents requiring an alternative recycling outlet to their curbside service. Bidders must complete at least two container collection options and provide the respective description below under Depot Details. The quantities of recyclables to be managed are not known. The Town may choose one or more methods of collection for implementation of this service.

Item #	Container Description	Container Size	# of Bins (A)	Collection Cost Per Bin (B)	Processing Cost Per Bin (C)	Subtotal D= Ax(B+C)	HST E= Dx13%	Total F=D+E
4	Recycling depot at landfill site							
a)	Compaction Roll-Off							
b)	Un-compacted Roll-Off							
c)	Front End Bin							
d)	Totes							
e)	Other:							

Depot Details: Bidders must provide information on how a depot will be set up. Ensure that the description provides enough information on how the recyclables should be received and managed. The Depot is not to be used as a transfer operation for curbside recyclables.

Table 12: Provisional Items

Item #	Item Description	Unit	Estimated Quantity	# Weeks /Year	Times/ Week	5 Year Term (Year one price)		7 Year Term (Year one price)	
						Price/Unit / Week	Annual Amount	Price/Unit/ Week	Annual Amount
A	B	C	D	E	F	G	H = D x E x F x G	R	S = D x E x F x R
	Description								
5.	Price Adjustments								
a)	If proposed alternate schedule is accepted.	LS	1						
b)	If size and packing restrictions are removed for residential curbside cardboard collection.	LS	1						
6.	Public Space collection	each	25	52	1				

Volume Discount:

Discount value in Canadian dollars for the Town of Arnprior if the Contractor is awarded the contracts for both Town of Renfrew and Town of Arnprior:

Annual Discount for five (5) Year Term: \$ _____

Annual Discount for seven (7) Year Term: \$ _____

4.2 BID DECLARATION

In submitting a bid, the Bidder declares that:

- a) It agrees to perform the Services specified in this tender for the prices quoted in the Schedule of Prices enclosed herein.
- b) No person, firm or corporation, other than the Bidder, has any interest in this bid or in the contract proposed to be entered into.
- c) This bid is made without any connection, knowledge, comparison of figures or arrangement with any other person or persons bidding for the same work, and is in all respects, fair and without collusion or fraud.
- d) The information provided in this bid submission is accurate and correct.
- e) The Bidder has carefully examined and fully understands the locality and site of the proposed Works, as well as all applicable plans, drawings, profiles, Form of Tender, Information to Bidders, Specifications, Standard Terms and Conditions and Agreement relating thereto and hereby accepts the same as part and parcel of this contract, and do as hereby tender and offer to enter into a Contract to do all the Work, described or implied therein, and to accept in full payment therefore, in accordance with the Schedule of Prices hereto annexed.
- f) If the Bidder withdraws this bid after Bid Closing and before the Town has considered all the bids and awarded a contract, the bid deposit on this bid shall be forfeited to the Town of Renfrew.
- g) If this bid is accepted, the Bidder agrees to furnish an approved Surety for the proper fulfillment of the Contract, and to execute the agreement within seven (7) days after the passing of a by-law by Town of Council authorizing execution of the Contract. In the event of default or failure on the Bidders part to do so, the Bidder agrees that the Town shall be at liberty to retain the money deposited by the Bidder for the use of the Town, and to accept the next lowest, highest ranked, or any, bid, or to advertise for new bids, or to carry out the works in any other way it may deem best. The Bidder also agrees to pay to the Town the difference between this bid and any greater sum which the Town may expend or incur by reason of such default or failure, including the cost of advertisement for new bids.
- h) If awarded this Contract the Bidder agrees to commence the work on September 1, 2011.

PART 'D' – FORM OF TENDER

- i) The undersigned is/are authorized and empowered to sign and submit this bid.

DATED AT _____ **THIS** _____ **DAY OF** _____, 2011.

SIGNING OFFICER:

Name (Please print)

Signature

Position

Corporate Seal or
signature of witness

Name of Firm

PART 'D' – FORM OF TENDER

4.3 ADDENDA

I (we) acknowledge receipt of addendum number ____ to number ____ and have considered the same in the preparation of this bid.

Company:

Name (Print):

Title:

Signature:

4.4 COMPANY PROFILE

Provide the following details on a separate sheet of paper:

1. Company details, officers, size, number of employees, office locations.
2. Number of years in business.
3. Sub-Contractor (if any) company details, officers, size, number of employees, office locations.
4. Sub-Contractor (if any) number of years in business:
5. Annual financial statements (including their auditor's opinion) for the past two years including bank references (ATTACH)
6. Articles of Incorporation (ATTACH).

In the event that the Proponent is a private company and are not willing to provide the requested information, a statement from the Proponent's auditor attesting to the Proponent's financial capability to carry out the project may be provided instead (ATTACH)

4.5 EXPERIENCE

Provide the following details on a separate sheet of paper:

- a) Waste management experience including experience undertaking municipal curbside waste collection as specified in this tender
- b) The value and size of three (3) past and current contracts;
- c) The duration, location and collection methods (vehicles / number of streams collected etc.) utilized for the same three (3) past and current contracts.

4.6 REFERENCES

Provide the following details in the space provided:

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

a) Reference #1:

Company/Municipality Name:

Contact Name and Title:

Contact Phone Number:

Term of Contract:

Nature of Contract (waste/recyclables/both):

Number of Households:

b) Reference #2:

Company/Municipality Name:

Contact Name and Title:

Contact Phone Number:

Term of Contract:

Nature of Contract (waste/recyclables /both):

Number of Households:

c) Reference #3

Company/Municipality Name:

Contact Name and Title:

Contact Phone Number:

Term of Contract:

Nature of Contract (waste/recyclables /both):

Number of Households:

4.7 CERTIFICATES OF APPROVAL

Provide the following details on a separate sheet of paper:

1. Provide copies of all Certificates of Approval required to perform the Work specified in the Tender (ATTACH).
2. List Certificate of Approval Number(s) on this Bid Form.

3. Describe any orders/charges/violations to your company by the Ministry of Environment as the result of any contravention of the Environmental Protection Act over the past five (5) years.

4.8 EQUIPMENT

Provide the following details in the table and space provided:

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

Complete using the table below:

2. number of vehicles required to carry out the work, as described in the Tender;
3. age of all vehicles (*if applicable*) and equipment to carry out each of the services identified in the TENDER;
4. type of vehicles and equipment that would be used to carry out the work;
5. compartment capacity of collection vehicles;
6. compaction ratio by waste stream;
7. proposed number of spare vehicles;
8. indication of whether fleet will be dedicated to the Town;
9. any other equipment necessary to carry out the proposed work and;
10. supporting rationale/calculations to support the number of vehicles routinely required, calculations to support management of reasonable tonnage increases and population growth over the term of the Contract.

Complete using space below:

11. fleet maintenance plan

PART 'D' – FORM OF TENDER

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

Equipment

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

4.9 GARAGE AND MAINTENANCE FACILITIES

List the location(s) of all garage, maintenance and vehicle storage facilities to be utilized throughout this Contract.

Type (Garage, Maintenance, Vehicle Storage, etc.)	Location (Address)

The evaluation shall consider the travel time to the facilities and contingency plans for collection delays if facilities are not located within or near the Town.

4.10 PROCESSING FACILITIES

The Contractor shall process the recyclable materials at an approved material processing facility in a manner to reduce residual waste and maximize recyclable material recovery and market value.

Recyclable Material List

- i) Containers:
 - Aluminum food and beverage containers: pop, beer, juice
 - Ferrous food and beverage containers: juice, dog/cat food, tuna cans, coffee tins
 - Aluminum foil and foil containers: pie plates and trays
 - Empty, dry paint cans (only collected with lids off)
 - Empty Aerosol cans
 - Plastics Bottles and Containers:
 - (a) PET #1: bottles and clam shells etc.
 - (b) HDPE #2: laundry detergent, fabric softener, dish liquid, hand soap, etc.
 - (c) PVC #3: clear jugs with handles
 - (d) Tubs and lids: #4, #5 and #7: yogurt, margarine, ice cream containers etc
 - (e) PS #6 – only at landfill depot
 - Clear glass, including:
 - (a) Glass bottles and jars for food or beverages
 - Coloured glass, including:
 - (a) Glass bottles and jars for food or beverages
 - Aseptic Packaging: drinking boxes
 - Gable Top: milk and juice cartons
- ii) Fibre:
 - Newsprint
 - Boxboard and paperboard
 - Magazines and telephone directories
 - Envelopes, flyers, junk mail
 - Bond paper: writing and computer paper
 - Brown paper bags
 - Hard and soft covered books (removed hardcover)
 - Wrapping and tissue paper
 - Greeting cards
 - Paper rolls: toilet and towel
 - Paper egg cartons
- iii) Corrugated cardboard from residents (not downtown core) clean un-waxed, flattened and bundled, no larger than 60 X 60 X 30 cm (2' X 2' X 1')

PART 'D' – FORM OF TENDER

The Contractor shall supply the location(s) at which the recyclable materials will be processed. Bidders are instructed to list the location(s) of all material processing facilities to be utilized throughout this Contract.

Bidders are to supply a letter of intent from the respective processing facility(ies) if they are a Sub-Contractor.

Type/Material	Location (Address)	Weigh Scales (yes/no)	Processing Capacity (tonnes/hour)
Fibre Line			
Container Line			

4.11 RESIDUAL DISPOSAL

List the location(s) where residual material will be disposed for the Term of this Contract.

Type	Location (Address)

4.12 BASE OFFICE

List the location of the proposed Base Office that will handle the day-to-day administration of this Project.

Location/Address	Phone Number	Fax Number

4.13 SUB-CONTRACTORS

List all Sub-Contractors that are proposed for this Project along with their scope of work. Only Sub-Contractors listed here and approved by the Town will be permitted to work on this Project.

Bidders must include letters of intent from the Sub-Contractor stating they are willing and able to provide services during the term of the contract.

Sub-Contractor Name	Address	Phone Number	Function/Work Component

Proponent Responsibilities

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

There shall be no transfer of responsibility to any other party without the express written consent of the Town.

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

4.14 PROPOSED COLLECTION SCHEDULE

If proposing a new recycling collection schedule, outline it here along with the reasons/benefits of modifying the current schedule. Town plans are available upon request. If more space is required, use a blank page.

4.15 TRANSITION/START UP PLAN**Provide the following details in the space provided:**

1. An outline of intended communications, equipment and staffing procurement scheduling, staff training schedules, facility siting if required and other implementation plans to ensure a smooth transition to your provision of the Work specified in this TENDER.
2. Provide a schedule (tasks/time) from award to full implementation of the services under the Contract.

4.16 COMMUNICATION PLAN

Provide the following details in the space provided:

Describe your intended method of regular communication with the Town throughout the course of the Contract. Describe how the Town will stay informed about collection matters arising, intended routing changes, other service changes, alterations and the like.

4.17 QUALITY CONTROL / QUALITY ASSURANCE PLAN

Provide the following details in the space provided:

Provide an outline of how you will ensure that recyclables set out for collection that are not included in the Towns' program will not be collected at the curb, how you will ensure adequate staff training, ongoing communication to staff to ensure the Towns' current quality control program is not jeopardized.

4.18 COMPLAINTS MANAGEMENT

Provide the following details in the space provided:

1. Describe procedures and communication flows, response of your Company to a direct complaint by a resident or business e.g., to recyclables collection drivers and to your customer service/dispatch or other office;
2. Describe related tracking/recording procedures and how this will be communicated to Towns' staff;
3. Describe your after-hours response procedure/protocol.

4.19 COMMERCIAL VEHICLE OPERATOR'S REGISTRATION

I (we) acknowledge possession of a current Carrier Commercial Vehicle Operator's Registration abstract with the following safety rating:

- | | | |
|---|---|--------------------------------------|
| <input type="checkbox"/> Excellent | <input type="checkbox"/> Satisfactory | <input type="checkbox"/> Conditional |
| <input type="checkbox"/> Satisfactory – Unaudited | <input type="checkbox"/> Unsatisfactory | |

5. Part 'E' - ATTACHMENTS

5.1 SAMPLE ADJUSTMENT CALCULATION

- 1) Assume the following price was submitted by the Contractor and accepted by the Town for year 1.

Recycling collection Residential \$0.30/stop

- 2) Assume there were 10 new residential stops developed during year 1.
- 3) Assume that the difference between the CPI (All Items, Ontario) for September 2011 as compared to September 2010 is an increase of 2.5%
- 4) The Annual Price for year 1 is calculated by multiplying columns D x E x F x G in the Schedule of Prices as follows:

$$3478 \times 26 \times 1 \times \$0.30 = \$27,128.40$$

- 5) The adjusted unit prices are calculated by multiplying the CPI from (3) by the unit prices in (1) and rounded to the fourth decimal place.

Recycling collection Residential \$0.30/stop x 1.025 = \$0.3075/stop

- 6) The number of stops are adjusted based on (2) above to be 3488. The Adjusted Annual Price for year 2 is calculated as follows:

$$3488 \times 26 \times 1 \times \$0.3075 = \$27,886.56$$

- 7) For year 3, the price per stop from (5) gets substituted in (1) and the number of stops gets adjusted based on the Town's building records. The calculation is performed again with a new CPI figure.

5.2 FUEL SURCHARGE FORMULA CALCULATION EXAMPLE

Assume the Ontario Monthly Average Diesel Prices for the Ottawa is \$1.35 per litre.

Reduce this amount by \$0.06

$$\text{Adjusted Fuel Price} = \$1.35 - \$0.06 = \$1.29$$

Litre usage is based on average distance travelled for curbside collection which is 70 km and the average fuel consumption is 2.01 litres per km

$$\text{Litre usage} = 70 \text{ km} / 2.01 \text{ L/km} = 34.83 \text{ litres}$$

$$\begin{aligned} \text{Fuel Surcharge Price} &= (\$1.29 - \$1.27) * 34.83 \\ &= \$0.02 * 34.83 \\ &= \$0.70 \end{aligned}$$

In this case the Contractor will receive a Fuel Surcharge Fee of \$0.70 for each load delivered to the processing facility.

5.3 AGREEMENT TO BOND SAMPLE FORM

AGREEMENT TO BOND

TO: The Corporation of the Town of _____
Address

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

(Full name of Bidder)

for a Performance Bond totaling one hundred percent (100%) of the Contract Price, and conforming to the instruments of Contract attached hereto, for the full and due performance of the Works as described herein, if the Bid in the amount of _____ dollars is accepted by the Town of Renfrew. It is a condition of this Agreement that if the above mentioned Bid is accepted, a Performance Bond must be completed with the undersigned within seven (7) days of acceptance of the bid related thereto, otherwise this Agreement shall be null and void.

DATED this _____ day of _____, 20____.

Name of Bonding Company

Signature of Authorized Person
Signing for Bidder or Company
Seal

Address of Bonding Company

Position

Telephone Number

- 4) The Contractor and the Town for themselves, their successors, administrators and permitted assigns undertake and agree to the full performance of their respective obligations under the Contract.
- 5) This Contract may not be assigned by any Party without the express written consent of the other Party.
- 6) If either party desires to give notice to the other party under, or in connection with, the Contract, such notice will be effectively given upon actual service or three (3) days after being sent by Registered Mail to:

a) The Town at The Town of Renfrew
 127 Raglan Street South
 Renfrew, Ontario
 K7V 1P8

Attn: Director

b) The Contractor at _____

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written or cause their corporate seals to be affixed, attested by the signature of their proper officers, as the case may be.

Contractor:

Contractor Firm Name

Contractor Corporate Seal or Signature of Witness

Signature of Authorized Signing Officer

Town:

Mayor

Corporate Seal

Clerk

6.2 TOWN OF ARNPRIOR

This Agreement made on this _____ day of _____, 20____

Between The Corporation of the Town of Arnprior
(Hereinafter called the 'Town ')

party of the first part

And _____
(Hereinafter called the 'Contractor ')

party of the second part

Now, witnesseth,

That the Town and the Contractor in consideration of the fulfillment of their respective promises and obligations herein set forth, covenant and agree with each other as follows:

- 1) The following documents, together with this Form of Agreement, constitute the Contract:
 - a) Part 'A' – Information to Bidders
 - b) Part 'B' – Standard Terms & Conditions
 - c) Part 'C' – Specifications
 - d) Part 'D' – Form of Tender (Completed Bid Submission)
 - e) Part 'E' – Schedule of Attachments
 - f) All addenda issued prior to Bid Closing

- 2) The Contractor undertakes and agrees to provide all necessary labour, equipment, materials and supervision, unless otherwise indicated, together with all work incidental thereto to perform all Work described in the Contract.

- 3) The Town undertakes and agrees to pay the Contractor in Canadian Funds the sum of _____ / _____ Dollars (\$ _____) for the performance of the Contract in accordance with the amount stipulated in the Form of Tender subject to satisfactory performance of the Contract and subject to additions, deductions and holdbacks as provided for in the Contract.

PART 'F' – FORM OF AGREEMENT

- 4) The Contractor and the Town for themselves, their successors, administrators and permitted assigns undertake and agree to the full performance of their respective obligations under the Contract.
- 5) This Contract may not be assigned by any Party without the express written consent of the other Party.
- 6) If either party desires to give notice to the other party under, or in connection with, the Contract, such notice will be effectively given upon actual service or three (3) days after being sent by Registered Mail to:

a) The Town at The Town of
 105 Elgin Street West
 Arnprior, Ontario
 K7S 0A8

Attn: Director

b) The Contractor at _____

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written or cause their corporate seals to be affixed, attested by the signature of their proper officers, as the case may be.

Contractor:

Contractor Firm Name

Contractor Corporate Seal or Signature of Witness

Signature of Authorized Signing Officer

Town:

Mayor

Corporate Seal

Clerk