

IMPORTANT INFORMATION TO PROPONENTS DOWNLOAD THIS DOCUMENT

Proponents downloading this Request for Proposal document from the City of St. Thomas website must register with the Purchasing Department to be added to the list. Interested Proponents are required to complete the information below and return this form via fax to 519-633-9019 or email to purchasing@city.st-thomas.on.ca Proponents who do not register will not receive any additional information or addendums relating to this Request for Proposal.

Registration Form

Company Name: _____

Address: _____

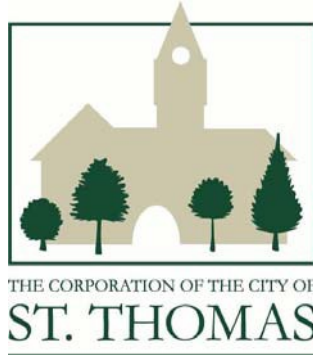
Contact Name: _____

Phone Number: _____ Fax Number: _____

Email: _____

RFP No.: _____

***Fax to: 519-633-9019 or
Email to: purchasing@city.st-thomas.on.ca***



**REQUEST FOR PROPOSAL
NO. 2013-036
WASTE COLLECTION SERVICES**

**DUE:
2:00:00 P.M. (Local Time)
JUNE 13, 2013**

Deliver Proposals to:
Purchasing Department – First Floor
(Treasury Reception Counter)
City Hall
545 Talbot Street
St. Thomas, ON N5P 3V7

Website: www.city.st-thomas.on.ca



**CORPORATION OF THE CITY OF ST. THOMAS
REQUEST FOR PROPOSAL NO. 2013-036
WASTE COLLECTION SERVICES**

Proponent Submission Checklist

Before sealing Envelope #1 containing your Proposal Submission, please check to ensure that the following has been done:

1.	Have you enclosed the required Bid Deposit, Agreement to Bond and Agreement to Provide Irrevocable Letter of Credit?	
2.	Have you enclosed a signed original of the Statutory Declaration with acknowledgement of Addenda/Addendum?	
3.	Have you enclosed a completed copy of the Questionnaire entitled "Service Proposal"?	
4.	Have you enclosed a copy of your Environmental Compliance Approval(s)?	
5.	Has your proposal been signed by the proper officers for your firm?	
6.	Are you satisfied that your submission does not make any reference to pricing or any other commercial terms and conditions? All such references should be included in the Financial Proposal.	

Before sealing Envelope #2 containing your Financial Proposal, please check to ensure that the following has been done:

1.	Have you enclosed one original of the Financial Proposal Form(s)?	
2.	Has your financial proposal been signed by the proper officers for your firm?	
3.	Have you labeled Financial Proposal as specified in Section 5.1.3?	

The Corporation of the City of St. Thomas has provided this checklist for the convenience of the Proponents responding to this Request for Proposal (RFP) and provides no guarantees it is complete. This checklist does not relieve a Proponent of their obligation to review the RFP in its entirety in order to understand fully its submission requirements, and that your submission, in response to the RFP, is complete and meets those requirements.



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1.0 Introduction & Overview

1.1 Purpose for Request for Proposal

The Corporation of the City of St. Thomas, (hereafter referred to as “the City”) is requesting Proposals from qualified firms for the provision of Garbage, Source Separated Organics (SSO) and Recyclable Materials collection services from Single Family, Industrial, Commercial and Institutional (IC&I) and Multi-Residential locations within the boundaries of the City and as specified by the City throughout the Contract Term. The City is also seeking pricing for Bulky Item collection, Leaf and Yard waste collection, Christmas Tree collection, downtown (Talbot Street only) recycling and garbage receptacle collection, bus shelter garbage receptacle collection on collection routes and privately owned condominium collection.

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

1.2 Structure of the RFP

The RFP is broken down in to 9 Sections:

Section 1	“Introduction & Overview” provides the Proponent with brief information regarding the scope and nature of the Work.
Section 2	“Background” provides an overview of the City’s waste collection programs.
Section 3	“Contract Definitions” provides Definitions as it relates to aspects of the Work.
Section 4	“Specifications” sets out the specifications for the Work required to be undertaken under the Contract.
Section 5	“Instructions to Proponents & Proposal Evaluation Process” presents various general RFP submission instructions to and requirements of the Proponent and submittals, methods of submission, the Proposal evaluation process and evaluation criteria.
Section 6	“Conditions of Contract” provide General Conditions of the Contract and Conditions related to the service and Performance expectations of the Work.
Section 7	“Collection Agreement” provides a draft copy of the Agreement to be signed by the City and the successful Proponent.
Section 8 & 9	“Proposal Forms” provides the Forms that need to be completed and submitted as part of the proposal.
Schedule of Attachments	Provides detailed waste collection program information to further clarify the Specifications for the Work to be undertaken in accordance with the Agreement.

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



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1.3 General Statement of Work

The Contract is for collection of residential waste including Garbage, Recyclable Materials, Source Separated Organics (SSO), Bulky Item Waste materials and Leaf and Yard Waste, Christmas Trees from Single Family properties, collection of certain waste streams from specific IC&I properties and Multi-Residential properties, downtown (Talbot Street), transit stop receptacles and privately owned condominiums. The City is requesting multiple pricing options based on collection frequency and sector (single family, IC&I, multi-residential).

1.4 Contract Term

The Contract term will be a seven (7) year term commencing on March 1, 2014, and ending on February 28, 2021 with the sole right of renewal by the City for up to two (2) one (1) year periods immediately thereafter.

1.5 Pricing

Proponents are invited to submit a financial proposal for the following:

Table 1-1: Financial Proposal Submissions Requirements.

Single Family Household	IC&I Locations	Multi-Residential Locations
Weekly OR Bi-weekly collection of Garbage	Twice weekly OR once weekly collection of Garbage	
Weekly OR Bi-weekly collection of Recyclable Materials	Weekly collection of Recyclable Materials	Weekly OR Bi-weekly collection of Recyclable Materials
Weekly OR Bi-weekly collection of Organics	Weekly OR Bi-weekly collection of Organics	Weekly OR Bi-weekly collection of Organics
Collection of Bulky Waste Materials (various service level options)		
Collection of Yard Waste (various service level options)		
Christmas Tree Collection		

Pricing is also being sought by Proponents for collection of Recyclable Materials and Garbage from receptacles in alleyways along Talbot Street and bus shelter receptacles. Pricing will also be sought for collection at privately-owned condominiums located on private property.

The Contract will be award based on the best overall combined prices for collection based on the selected service level option(s) and based on additional criteria set out in Section 4.3. The City retains the right not to award collection for specific sectors or for specific materials.

1.6 Payment for Services

The City shall pay for collection per stop or per lift basis unit as applicable for each calendar month based on the prices provided by the successful Proponent in their Financial Proposal. Prices will be subject to the Consumer Price Index (CPI) escalation as specified in Section 6.25 Escalation as well as Fuel Surcharge as specified in Section 6.26.



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1.7 Bid Deposit

A Bid Deposit, in the amount of **\$50,000** in favour of the City of St. Thomas will be provided by the Proponent with their submission (in Envelope 1) and may be in the form of Cash, a Cheque certified by the bank upon which it is drawn, a Bank Cheque, a Money Order, 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. 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 RFP is expressed to be open for acceptance and thereafter, if the RFP is accepted, until such time as the performance security has been provided. Should the RFP be accepted, the Proponent agrees that should the offer be withdrawn within the stated acceptance period, the Bid Deposit will be forfeited to the City.

1.8 Provision of Security to the City

A Performance Bond as well as an Irrevocable Standby Letter of Credit will be required from the successful Proponent prior to the execution of a Contract and will be maintained in good standing throughout the duration of the Contract.

The Performance Bond will be from a Surety Company authorized by law to carry out business in the Province of Ontario and approved by the City. The Performance Bond and the Irrevocable Standby Letter of Credit will be valued at 25% of the year one price based on the accepted proposal and split evenly into a Performance Bond and an Irrevocable Standby Letter of Credit to be held for the entire term of the Contract.

Such bond and letter of credit shall remain in effect until one (1) month after the termination of the Contract and shall specifically stipulate that it shall be irrevocable and will not lapse, expire or otherwise come to an end without at least thirty (30) days notice by registered mail to the City. Such period of notice shall be measured from the date of receipt of the notice by the City. The bond or letter of credit shall provide for payments directly to the City upon request without requirement for verification or claim or justification to the financial institution.

The City agrees with the Successful Proponent that the City will draw payment on such bond or letter of credit only after the City has provided at least thirty (30) days written notice to the Successful Proponent of the particulars of performance failure, and only where such failure has not been rectified within this notice.

Failure of a Proponent to file the required information within fifteen (15) working days after being requested to do so may be considered sufficient grounds for rejecting the proposal and accepting the next lowest or any proposal or requesting new proposals.

The Proponent shall include in its submission a signed Agreement to Bond and signed Agreement to Provide an Irrevocable Letter of Credit (in Section 8)



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1.8 Insurance

- 1.8.1 The Proponent shall, at its expense, obtain and keep in force during the term of this Contract and throughout all operations and liability assumed under the Contract, Commercial General Liability Insurance with an insurer satisfactory to the Corporation, which shall include, but not be limited to, property damage, bodily injury and personal injury. The policy shall:
- (a) have a limit of liability of not less than \$5,000,000 (five million dollars) inclusive for any one occurrence.
 - (b) contain the following policy endorsements:
 - i. Cross liability;
 - ii. Contractual liability;
 - iii. Products and completed operations;
 - iv. Employers' liability.
 - (c) not contain any exclusions or limitations in respect of shoring, underpinning, raising or demolition of any building or structure, pile driving, caisson work, collapse of any structure or subsidence of any property structure or land from any cause.
 - (d) name the following as additional insured: Corporation of the City of St. Thomas
 - (e) have the Proponent assume the defence of, and indemnify and save harmless, those parties referred to in (d) from all actions, suits, claims and demands whatsoever which may arise directly or indirectly by reason of a requirement of this agreement, save and except for damage caused by the negligence of the party(s) named in (d) or its employees.
 - (f) have non-owned automobile coverage with a limit of at least five million dollars (\$5,000,000) for any one occurrence, including contractual non-owned coverage;
 - (g) be endorsed to provide that the policy or policies will not be altered, cancelled or allowed to lapse without thirty (30) days written notice to the Proponent and the Corporation.
- 1.8.2 The Proponent shall, at its expense, obtain and keep in force during the term of this Contract and throughout all operations and liability assumed under the Contract, an automobile and truck policy of insurance for public liability and property damage, satisfactory to the Corporation, providing insurance coverage in respect of any one accident to the limit of at least five million dollars (\$5,000,000) inclusive against loss or damage resulting from bodily injury or death of a person or persons and loss of and damage to property.



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- 1.8.3 The Proponent shall, at its expense, obtain and keep in force during the term of this Contract and throughout all operations and liability assumed under the Contract, Environmental Impairment liability insurance covering the work and services described in this Agreement including coverage for loss or claims arising from contamination to third party property or bodily injury during transit. Such policy shall provide coverage for an amount not less than one million (\$1,000,000) dollars.
- 1.8.4 The Proponent shall deal with insurance claims received by the Proponent immediately. If a claim is settled to the satisfaction of the claimant, the Contractor shall submit a copy of the claimant's release to the City
- 1.8.5 If the Proponent and/or his insurance company reject a claim, the Proponent shall report this fact in writing to the City within 48 hours.
- 1.8.6 Should the Proponent be unable to resolve the claim within two (2) weeks after receipt of such claims, he shall report the steps being taken with respect to the claim to the City
- 1.8.7 The Proponent shall, within fifteen (15) days of execution of the Contract provide the Corporation with certificates of insurance for each policy above, or certified copies of each policy if requested, showing the amount of each policy, and shall provide such certificates at any time thereafter if so requested by the Corporation.
- 1.8.8 If at any time the Corporation receives notice from the Proponent's insurer that it has cancelled or refused to renew a policy of insurance or that it intends to do so, or if the Corporation otherwise determines that the policy of insurance has lapsed, been cancelled or is about to lapse or be cancelled without renewal or replacement, the Corporation may, on written notice to the Proponent and at the sole cost and expense of the Proponent, obtain insurance in accordance with this section. Such policy of insurance obtained by the Corporation shall be cancelled by the Corporation upon receipt of both a certificate of insurance, as required above, together with payment of all costs incurred by the Corporation.
- 1.8.9 The indemnity under subparagraph 1.8.1(e) above, and the amounts of insurance stipulated above are minimum amounts and notwithstanding these insurance requirements the Contractor shall fully indemnify and save harmless the Corporation as stipulated in clause 1.7 above, including indemnification greater than said insurance

If the City requests to have the amount of coverage increased or to obtain other special insurance for the Work then the Proponent shall endeavour forthwith to obtain such increased or special insurance at the City's sole expense.

All the above insurance policies shall contain an endorsement to provide all Named Insureds and Additional Insureds with thirty (30) days prior written notice of cancellation in whole or in part.



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1.9 Workplace Safety Insurance

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

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

1.10 Inquiries

All inquiries regarding this Request for Proposal (RFP) are to be directed to:

Mike Hoogstra, CPPB | Purchasing Agent
Phone: 519-631-1680, ext. 4112
Email: mhoogstra@city.st-thomas.on.ca

Proponents shall submit inquiries via e-mail to the contact above. All questions must be submitted no later than 4:00 p.m. on June 6, 2013. After this date no further inquiries, concerns or questions may be submitted. All inquiries received, and the answers provided by the City will be provided to all Proponents by way of written addendum, no later than June 7, 2013 without naming the source of the inquiry.

1.11 Proposal Submissions

Proposal must be submitted in two (2) separate sealed envelopes.

Envelope 1 - Service Proposal: should include all forms (except the Financial Proposal) provided in Section 8 are to be submitted in a sealed envelope (Envelope #1) marked as specified in Section 5.1.3.

Envelope 2 - Financial Proposal: should consist of all forms provided in Section 9 and are to be submitted in a sealed envelope (Envelope #2) marked as specified in Section 5.1.3.

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



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2.0 Background Information & Current Service Levels

This section provides a description of current levels of service provided by the City to each sector served. Discussion on future intended service levels is also provided.

2.1 Current Single Family Curbside Collection Programs

The City currently provides the following level of service to the Single Family sector. For the purposes of the RFP the Single Family sector will include single detached, semi-detached and any and all townhouses, row-house and condominiums including those under six (6) units and over six (6) units that qualify for curbside collection services. More typically these locations are under six (6) units and a full list of buildings that contain between 2 (two) and six (6) units as well as accompanying location map are provided in **Schedule of Attachments 1**.

Curbside Garbage Collection

Residents are currently provided with weekly collection of garbage with a 2 bag/container limit per week at the curb. Additional bags can be placed out but require a bag tag. There is a limit of 45 lbs (20 kg) per bag/container.

Curbside Recyclable Materials Collection

Residents are currently provided with bi-weekly collection of recyclables (alternating with organics collection). The City operates a two stream collection program and residents are provided with blue and grey boxes for their recyclables. There is a 45 lb (20 kg) weight limit per box. The following provides a list of current Recyclable Materials collected by the City and that reflect the current tonnage information provided in this Section for the Proponent's information.

Table 2-1: Currently Accepted Recyclable Materials.

Blue Box (paper stream)	Grey Box (Containers)
<ul style="list-style-type: none">• Newspapers,• Flyers, Boxboard,• Fine paper,• Envelopes,• Magazines,• Telephone books,• Cardboard (flattened and bundled no larger than 18 x 18").	<ul style="list-style-type: none">• Metal food and beverage cans• Glass jars and bottles• #1, #2 Rigid plastic containers• Aluminum pie plates and foil.

Curbside Source Separated Organics (SSO) Collection

Collection of Source Separated Organics (SSO) including food and yard waste combined is currently offered on a bi-weekly basis (alternating with recyclables collection). Residents have been provided with either 242L carts (64 gallon) or 121L (35 gallon) (primarily found at multi-family locations) which are the only acceptable containers for collection of SSO up to a maximum of 100 lbs (45 kg). Only material in the cart is collected, excess organic material outside the cart in bags/bundles is not currently collected.



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Plastic bags are not allowed, only certified compostable bags are acceptable. Beyond the commonly diverted materials (vegetative matter, dairy and meat), pet waste and litter are accepted, providing they are not wrapped in plastic. Sanitary products are not accepted.

Table 2-2: Currently Accepted Green Cart Materials.

Acceptable Green Cart Materials	
Food and Other Biodegradable Waste	Yard Waste
<ul style="list-style-type: none">• Fruits and Vegetables• Grains (pasta, bread, cereal)• Dairy Products (cheese, yogurt)• Pet Waste and Litter• Coffee Grounds and Filters• Tea Bags• Egg Shells• Meat(including bones)• Soiled Pizza Boxes• Paper Drink Trays• Used Tissue and Paper Towel	<ul style="list-style-type: none">• Leaves• Fresh or Dried Flowers• Brush (no longer than 40cm and have a diameter no larger than 5cm)

Leaf and Yard Waste & Christmas Trees

Separate Leaf and Yard waste (LYW) collection is offered on a seasonal basis, currently collected for three weeks in October/November. Material may be set out in compostable paper bags or green bins.

Leaf and Yard waste tonnes collected during this cycle for 2010 was 186.00 tonnes, 220.50 tonnes in 2011 and 156.87 tonnes in 2012.

Christmas Trees are collected over a two week period in January of each year.

2.2 Current IC&I Curbside Collection Programs

The City provides collection of waste from the Industrial, Commercial and Institutional (IC&I) sector, predominantly in the downtown core with twice weekly collection of garbage and weekly collection of recyclables. Up to seven (7) “free” bags of garbage can be placed at the curb for collection if the property is on an existing residential collection route. Approximately 350 downtown commercial locations are estimated to be currently participating in the program. The number of commercial locations being collected on other curbside collection routes is unknown.



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Please refer to **Schedule of Attachments 2** for a map of currently eligible downtown locations along Talbot Street that receive back alley collection services.

2.3 Multi-Residential Waste Collection Programs

The City currently provides the following collection services to Multi-Residential properties:

- Collection of 360L (95 gallon) recycling carts once every two weeks but the Proponent will note there are currently three (3) properties that receive weekly collection
- Collection of 242L (64 gallon) organic carts once every two weeks

The City currently does not typically provide garbage collection to the Multi-Residential sector but the Proponent will note there are approximately 5 Properties that do receive garbage collection. Property owners are most often required to contract garbage collection services with a private sector service provider.

Please refer to **Schedule of Attachments 3** for a complete list of Multi-Residential property locations. The current number of multi-residential units estimated to be participating in the recycling program is 1698.

2.4 Privately Owned Condominium Collection

The City has provided the same level of service as for the Single Family sector for some privately owned condominiums and under separate private property agreements. The total number of units receiving this collection is currently 393 between 13 condominium corporations with some still under construction as of 2013.

Please refer to **Schedule of Attachments 3** for a map of these condominiums locations.

2.5 Population & Tonnage Projections

Historical Population and Tonnages

The following Table 2-3 provides historical population and curbside tonnage collected by waste stream for the Proponent's information.

Table 2-3: Waste Disposal and Diversion 2007-2011

	2007	2008	2009	2010	2011
Demographics					
Population	36,775	37,168	37,566	38,034	37,095
Single Family Households	11,949	12,077	12,077	12,896	13,089
Multi-Family Households	3,791	3,831	3,831	3,353	3,403
Total Households	15,740	15,908	15,908	16,249	16,493



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	2007	2008	2009	2010	2011
Residential Waste Collection					
Single Family Curbside Garbage (tonnes)	8,090	8,279	7,389	7,867	6,234
Single Family Curbside Recyclables (tonnes)	2,087	1,935	1,901	1,842	2,314
Single Family Curbside Organics (tonnes)	2,805	2,328	3,691	2,500	3,239
Multi-family Recyclables (tonnes)					34

Note that tonnage collected from IC&I sources is not distinguished from Single Family sector sources.

Population Projections

Table 2-4 provides 'order of magnitude' population projections for the contract period noting these projections are based on a modest growth scenario¹ and not accounting for any strategic growth initiatives that may be undertaken by the City. These estimates are provided for information purposes only.

Table 2-4: Population Projections

Year	Population
2014	39,939
2015	40,430
2016	40,928
2017	41,370
2018	41,817
2019	42,268
2020	42,725
2021	43,186

Current Tonnage Projections with No Program Changes

¹ City of St. Thomas, O.P. Amendment No. 66 Appendix XVI, Population, Housing and Employment Projections 2006 - 2026, 2007, Lapointe Consulting, Tables 26 and 27



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The following Table 2-5 provides estimates of the amount of waste requiring collection and bases solely on estimates for population growth if no program changes were to be implemented and for the Proponent's information.

Table 2-5: Estimates of Amount of Waste Requiring Management (Status Quo) (tonnes)

Year	Total Waste Generated	Recyclables	Organics	Garbage
2014	13,459	2,438	3,413	6,569
2015	13,625	2,468	3,455	6,649
2016	13,793	2,499	3,497	6,731
2017	13,942	2,526	3,535	6,804
2018	14,092	2,553	3,573	6,877
2019	14,244	2,580	3,612	6,952
2020	14,247	2,581	3,613	6,953
2021	14,554	2,636	3,690	7,103

Future Population, Diversion Initiatives and Increased Tonnage

As part of the City's recently developed Integrated Waste Management Master Plan (IWMMP), a number of recommendations were made to assist the City in increasing the amount of waste diverted.

One of the first recommendations was to attain a 50% waste diversion goal by January 1, 2014. A number of initiatives were proposed to reach this goal including but not limited to:

- Enforcement of the by-law to ensure compliance with size of containers and quantity of waste set out at the curb
- Introduction of a public space recycling program in City-owned facilities
- Provision of additional blue boxes to residents for free or at cost
- Introduction/Expansion of diversion programs for multi-residential properties
- Enhanced Promotion & Education (P&E) efforts

Initiatives for attaining a 60% waste diversion goal by January 2016 include:

- Reducing bag limits for garbage
- Expansion of the blue box program with additional materials collected
- Enforcement of the by-law to ensure compliance with recycling requirements



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In order to achieve these objectives the City as part of this RFP process and as discussed elsewhere is seeking pricing for a range of service delivery options including weekly (instead of bi-weekly) collection of Recyclable Materials and weekly collection of SSO, potential expansion of service to the multi-residential sector (e.g. weekly collection services) and the IC&I sector.

At the time of the commencement of Contract the City will be expanding the Blue Box recycling program to include a full range of consumer packaging to be in line with accepted best practice for municipal recycling programs. Table 2-6 presents a listing of the Recyclable Materials that will be added to the list provided above. The Proponent is required to provide a Service Proposal and Financial Proposal that includes collection of these materials in addition to those identified in Table 2-1.

Table 2-6: List of Added Recyclable Materials

Material
PVC (#3)
LDPE (#4)
RPP (#5)
PS (rigid) (#6)
Other plastics/mixed plastics (#7)
Gable top containers
Aseptic containers
Spiral wound containers
Thermoform plastics
Oversized HDPE pails
Metal Paint Cans (empty)

The following provides tonnage projections based on the addition of these materials as well as other initiatives that may be undertaken as discussed above.

Table 2-7 reflects tonnage that may require collection with both the expanded Blue Box Program and the expansion of services for recycling to the City's entire Multi-Residential sector.

Table 2-7: Expanded Blue Box Program Scenario (tonnes)

Year	Total Waste Generated	Recyclables	Organics	Garbage
2014	13,459	3,652	3,478	6,303
2015	13,625	3,697	3,521	6,380
2016	13,793	3,742	3,564	6,459
2017	13,942	3,783	3,603	6,528
2018	14,092	3,823	3,642	6,599
2019	14,244	3,865	3,681	6,670
2020	14,398	3,906	3,721	6,742



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Year	Total Waste Generated	Recyclables	Organics	Garbage
2021	14,554	3,949	3,761	6,815

All quantities and estimates provided herein are for information purposes only and to provide the Proponent with an understanding of the general magnitude of the Work and to assess the impact of upcoming changes to the City's programs that will include but not necessarily be limited to those described above. The City in no way warrants or guarantees that such quantities will in fact require collection and expressly disclaims any liability whatsoever arising from reliance or non-reliance on the data.

2.6 Current Areas of Collection

The City is responsible for curbside collection of designated waste streams from all Single Family, identified IC&I properties and Multi-Residential locations within the boundaries of the City of St. Thomas.

A map of the current Single Family collection areas (including designated collection days) are provided in **Schedule of Attachments 4**.

The Proponent is required to familiarize themselves with the nature and conditions of roads in the curbside collection areas. Narrow roads that may require alternative/small collection vehicles to be used by the successful Proponent and that the City is currently aware of are provided in **Schedule of Attachments 5**.

Schedule of Attachments 6 provides new development areas with proposed property counts.

Schedule of Attachments 7 provides non-serviced industrial areas in the City.



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3.0 Contract Definitions

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

“Accident” means an unplanned, uncontrolled event which has led to or could have led to injury to people, damage to property, plant, machinery or the environment and/or some other loss.

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

“Agreement”, “Collection Agreement” means the overall master agreement between the City and the Proponent for the provision of Services specified in this RFP, including Schedule of Attachments and Addendum attached thereto.

“Aluminum” includes aluminum containers such as pop cans, pie plates, tart containers, TV dinner trays, roasters, and household aluminum foil.

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

“Approved Container” means a bag, can or cart approved for collection by the City.

“Aseptic Containers” means any multi-layered beverage box container.

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

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

“Bag Tag” means a tag or sticker affixed to a bag or container as required for collection above a bag-limit specified by the City.

“Blue Box” “Grey Box” means the container that is intended for the storage and collection of Recyclable Materials as approved by the City.

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



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“Bulk Waste Materials” means large household articles such as furniture, bed springs, mattresses, carpeting, appliances, electronics, construction and demolition wastes and any other large discarded material. **“Canada Motor Vehicle Safety Act”** means the Transport Canada Act that regulates the manufacture and importation of motor vehicles and motor vehicle equipment to reduce the risk of death, injury and damage to property and the environment

“Change Order” means a written document authorizing changes to Services, as issued by the City.

“City” means The Corporation of the City of St. Thomas.

“City Representative” means the employee(s) or delegate(s) of the City acting on behalf of the City in terms of administration and enforcement of this Contract.

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

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

“Contract”, **“Contract Documents”** means the executed Agreement entered into between the City and the Contractor covering the performance of the Work, including the supply of any and all work, labour, implements and materials that could reasonably be required properly and satisfactorily to complete the Work to be performed and also all Contract Documents including Addenda, Information for Contractors, the Proposal, Contract Performance Deposit, Specifications, completed Forms, General Conditions of the Contract, Schedule of Attachments and any other such documents as provided for in the Contract, including amendments or Change Orders made in writing pursuant to the provisions of the Contract and agreed upon between the Parties.

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

“Contract Term” means the years of 2014 to 2021 to commence the first week of March, 2014.

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

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

“CVOR” shall mean Commercial Vehicle Operator's Registration.



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“Demonstration Projects” means projects which explore alternative collection systems or methods designed to minimize the cost, increase the convenience and/or improve the programs.

“Designate” means the person for the time being who has been appointed to act on behalf of the Director of Environmental Services & City Engineer for the purpose of administering this Contract.

“Designated Sites” mean the sites specified by the Contractor and approved by the City where garbage, recyclable materials, organic food waste, bulk waste materials and yard waste are to be delivered.

“Employment Insurance Act” means Employment Insurance Act, S.C. 1996, c. 23, as amended and the regulations thereunder.

“Environmental Compliance Approval” “Certificate of Approval” means all Environmental Compliance Approvals or Provisional Environmental Compliance Approval issued by the MOE for a Waste Management System, formally named Certificate of Approval.

“ECA” “C of A” means Environmental Compliance Approval (Certificate of Approval), as issued by the MOE.

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

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

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

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

“Garbage” means all solid non-hazardous residual material including rubbish, broken dishes, unrecyclable plastics, disposable or single use goods, and broken glass, pet waste, carcasses and ashes which have been properly prepared for collection, but shall not include Bulk Waste Materials, Hazardous Waste, Non-Collectable Waste or significant quantities of Recyclables or Organics.

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

“HDPE” means High Density Polyethylene plastic food and beverage containers sometimes marked with SPI code #2.

“Highway Traffic Act” means the Highway Traffic Act, R.S.O. 1990, c. H. 8, as amended, and the Regulations and guidelines thereunder.



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“Incident” shall mean an unusual occurrence involving a collection vehicle operated by the Contractor or a Contractors’ employee under this Agreement other than an Accident. For example, an event where there is a confrontation between the Contractor’s employee and a resident.

“Industrial, Commercial & Institutional (IC&I) Location” shall mean any building, structure or premises used for an industrial, manufacturing, commercial enterprise or institutional purpose and premises occupied for the purpose of carrying on a profession, trade business or service.

“LDPE” means Low Density Polyethylene plastic sometimes marked with SPI Code #4. This plastic can either be a rigid or film.

“Materials Recovery Facility”, “MRF” means the machinery, equipment, buildings, structures, facilities, processes and operations that receive the City’s material for sorting, packaging, storage, marketing and shipping to end markets.

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

“Mixed Plastic” includes PETE, HDPE, PVC, LDPE (rigid and film), PP, PS, and Other Plastic.

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

“Multi-Residential” means a multi-unit location in the City that is served by the City with the use of carts requiring automated lift by the collection vehicle and includes any and all townhouses, row-house and condominiums, apartments that qualify for collection.

“MOE” means Ontario Ministry of the Environment.

“Occupational Health and Safety Act” means the Occupational Health and Safety Act, R.S.O. 1990, c. O. 1, as amended, and the Regulations and guidelines thereunder.

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

“Over Compaction” means a compaction rate greater than that acceptable at the Contractor’s specified receiving Materials Recovery Facility(s).

“Owner” means the Corporation of the City of St. Thomas.

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

“Party” means the City or the Contractor.



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“PETE” means Polyethylene Terephthalate plastic containers sometimes marked with SPI Code #1.

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

“Polystyrene” means clean polystyrene plastic or foam materials such as those used for cups, plates, food trays, plant holders and packaging sometimes marked with SPI Code #6.

“Private Roads” means any area or road or laneway that has not been assumed by the City.

“PVC” means Polyvinyl Chloride clean food and beverage containers sometimes marked with SPI code #3.

“Recyclable Materials” means Glass Bottles and Jars, Ferrous Metal, Aluminum, Gable Top Cartons, Aseptic Containers, Mixed Plastic, Newsprint, Cardboard, Boxboard, Mixed Paper and such other materials as may be specified by the Contractor.

“Residue”, “Residual Material”, “Contamination” means items that cannot be marketed as recyclables due to the quality or type of material and as a result must be left in the collection container where it is found.

“Road” means any public road, street, lane, alley, place, thoroughfare or way within the limits of the City.

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

“Single Family Household” means a unit consisting of one or more rooms designed for use as a single housekeeping. For the purposes of the RFP Single Family Household will include single detached, semi-detached and any and all townhouses, row-house and condominiums including those under six (6) units and over six (6) units that qualify for curbside collection services on a per stop basis.

“Source Separated Organic Waste” “SSO” means materials suitable for composting such as fruit, vegetables, meat, fish, bones, plate scrapings, bread, coffee filters, dairy products, nuts, houseplants, tissues, paper toweling, paper egg cartons, paper products soiled with food waste, paper only packaging material, pet waste, cold ashes and any other material which may be designated as organic materials by the City Representative. Organic material does not include Yard Waste, plastic bags/film/wrap, diapers, or sanitary products.

“Special Consideration Collection” means the service provided for residents physically unable to set their materials at the curbside for collection. Collection operators will assist these residents by collecting recyclables from a location on their property mutually agreed upon the City and the resident (example: just outside a residents front or side door).



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“SPI Code” means the Society of the Plastics Industry voluntary coding system for plastic that identifies bottles and other containers, packaging and products by material type to help recyclers sort plastic by resin composition.

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

“Stop” means a single stop made by a collection vehicle for the purposes of loading the collection vehicle with any of the waste streams identified in this RFP.

“Stop Count” means the total number of stops made by the Contractor in a given month (payment period) and determined by the City through assessment rolls, existing household counts, added households, businesses, multi-family sector stops, transit stops and any other stops necessary to fulfill the requirements of this RFP.

“Subcontractor” means a person, partnership or corporation having a direct contract with the Contractor to perform part or parts of the Work or to supply products to the Works.

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

“Total Contract Cost” means the prices set out in the Financial Proposal for which the Contractor will perform the Work.

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

“User-pay” refers to the City program established for recovering costs of waste collection which requires owners of serviced units to purchase City Bag Tags for curbside placement of waste.

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

“WSIB Act” means the Workplace Safety and Insurance Act, 1997, S.O. 1997, c. 16, Sched. A., as amended, and the regulations thereunder.

“Yard Waste” means plant material generated in the gardens and yards of a dwelling unit such as leaves, grass and twigs and brush.

References to the masculine or singular throughout the Contract Documents shall be considered to include the feminine and the plural, as applicable and vice versa as the context requires.



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The headings used in this Agreement have been inserted for convenience and ease of reference only and in no way limit, enlarge or define the scope of the meaning of any provision.

All words and pronouns relating thereto shall be read and construed as to number, gender and tense as the context of each case requires, and the verbs shall be read and construed as agreeing with the required work and pronoun.

4.0 Specifications

4.1 General Scope of Work

This Contract is for the following scope of work:

- Collection and delivery to the Green Land landfill (38593 Third Line, Concession 3, Southwold Township, Elgin County) of residential, IC&I and multi-residential Garbage.
- Collection and delivery for processing to the City of London Materials Recovery Facility (MRF) located at 3290 Manning Drive, London, ON of residential, IC&I and multi-residential Recyclable Materials.
- Collection and delivery for processing, to OrgaWorld Canada Ltd (4675 Wellington Rd. South, London, ON) of residential, IC&I and multi-residential Source Separated Organic (SSO) waste material.
- Collection and delivery for processing, to Try Recycling, 21463 Clarke Road, London, ON, of residential Leaf and Yard waste or other location as specified during the term of the Contract.
- Collection and delivery for processing to Try Recycling, 21463 Clarke Road, London, ON of Christmas Trees or other location as specified during the term of the Contract.
- Collection and disposal at the Green Land landfill (38593 Third Line, Concession 3, Southwold Township, Elgin County, of residential and multi-residential non-recyclable bulk waste material.
- Collection and delivery for processing, to a yet to be determined location of residential recyclable bulk waste material (e.g. white goods). The location for delivery, while yet undetermined will be within City boundaries.

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



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4.2 Equipment

4.2.1 Supply of Equipment

All vehicles will be new at the time of Contract commencement for the collection of Garbage, Recyclable Materials and Source Separated Organic waste. Trucks may be used but no older than seven (7) years of age at any time during the term of the Contract for the collection of Leaf and Yard waste, Christmas Trees or Bulky Item (recyclable or non-recyclable) waste. The Contractor shall be fully responsible for determining the appropriate quantity and types of vehicles required to perform 100% of the day's collection within the time period prescribed by the collection schedule. The Contractor shall supply the necessary amount of equipment and staff to collect, transport, and deliver for disposal/processing of residential and IC&I waste placed out for curbside collection, as well as multi-residential waste, Bulky Item waste and Leaf and Yard Waste, Christmas Trees as specified by the City and in accordance with this RFP.

All vehicles used in accordance with this Contract by the Contractor must meet Ministry of Labour and/or Ministry of Transportation safety standards, specifically the Ontario Safety Standards Certificate (SSC). The expectation is that 100% of the collection vehicles used for collection services will be dedicated to the Contract, as described in the RFP document, for the duration of the Contract.

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.

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

The Contractor shall be required to supply additional Equipment, if necessary, to adequately collect any increased tonnages that may result from seasonal fluctuations, added recyclable materials, and/or additional collection locations (single family, IC&I or multi-residential) within the specified collection area.

Where in the opinion of the City, equipment used by the Contractor is causing or is likely to cause damage to any private or public roadway, the City may direct the Contractor at its own expense to make changes in or substitutions for such equipment, to use alternate routes for hauls, to alter loading or to remove the cause of such damage in some other manner to its satisfaction. The Contractor shall be solely responsible for the consequences of the overload of any vehicles used to perform the Work.

The Contractor will note certain roads that may pose difficulty for collection with standard collection vehicles (**Schedule of Attachments 5**) and will provide when necessary any changes in or substitution for equipment to perform the Work for these and any other harder to collect areas within the City.



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4.2.2 Type of Collection Vehicle

The Contractor shall supply all vehicles new and clean in appearance at the commencement of the Contract Term. The City Representative will have the right to inspect and approve the vehicle fleet and any other vehicle used for the duration of this Contract. Vehicles are to be painted in the company colours and display the company logo. Vehicles used for collection services will also have the City of St. Thomas logo placed on them to be provided by the City and at the City's sole discretion.

All of the Contractors collection vehicles shall be individually numbered on each side of the vehicle in a consistent location from side to side and from vehicle to vehicle for easy identification.

The Contractor shall provide full details of the equipment designated for use under the Contract, including make, model, size, VIN numbers, truck numbers, tare weights, a minimum of two weeks prior to the commencement of Work.

The Contractor shall, during the Contract Term, provide copies of their Ontario Safety Standards Certificates resulting from annual vehicle inspections for any and all vehicles utilized for the provision of Services under this Contract to the City and at the City's sole discretion. All expenses incurred to perform these inspections and/or meet the requirements of these inspections shall be borne by the Contractor.

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

The vehicles to be used for the performance of the Work as herein provided must have fully enclosed steel bodies of sufficient capacity and strength, capable of loading, compacting and unloading mechanically all waste and mounted on an adequate truck chassis, and all to the approval of the City.

All vehicles which co-collect more than one waste stream shall be equipped with partitions in order to ensure that the waste streams do not become cross-contaminated by each other. If such cross-contamination of waste occurs, then in addition to the City's ability to assess liquidated damages (Section 5.2.25 Liquidated Damages), the Contractor shall make the necessary changes to prevent future cross-contamination of waste. The Contractor shall make such changes within a time period and in a manner acceptable to the City Representative, which time period will not be longer than seven (7) calendar days from the time of receipt of notice from the City Representative. The Contractor shall not mix any of the waste streams unless written approval has been provided by the City Representative to do so.

Vehicles to be used for the Contract must be capable of collecting recyclable materials and SSO from City-approved 121 litre (35g) and 242 litre (64g) wheeled organics carts and 360 litre (95g)



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wheeled recycling carts. The collection vehicles used for such locations must have a suitable lifting apparatus to collect from these carts.

The vehicles are to be properly constructed and maintained to eliminate the depositing of waste or liquids onto roads during the performance of the Work. It is the Contractor's responsibility to immediately clean up any debris or liquid that falls from the vehicle onto the street. This includes waste, broken glass particles, organic residue or liquids or hydraulic oil, and may require that the street or property be washed, flushed or otherwise restored to the satisfaction of the City. Representative and as applicable in accordance with Section 4.21 Spills. Each vehicle shall carry hand tools (brush and shovels) to facilitate the sweeping up of any waste that may be spilled.

All Equipment shall be equipped with all mandated and/or legislated safety equipment. All collection vehicles shall be equipped with a revolving yellow caution light mounted on the rear of the vehicle, a backup warning device, back up camera and a signaler to direct vehicles in situations where the operator's view may be obstructed or when a worker could be endangered by the work vehicle. The Contractor shall continually maintain and update the collection Equipment to meet the required safety standards throughout the life of this Contract.

Each vehicle shall carry safety equipment including, but not limited to, a spill kit, fire extinguisher, first aid kit, and flares.

Compacting or non-compacting vehicles may be used. Where recycling collection vehicles capable of compaction are in use, the Contractor will adhere to a maximum allowable compaction of the containers stream of a ratio of 2 or a density of 100 kg/m³, whichever is lower and a maximum allowable compaction of the mixed paper fibers stream of a ratio of 2.5 or a density of 375 kg/m³, whichever is lower.

4.2.3 Maintenance of Equipment

Vehicles must be maintained in an exemplary fashion, including being cleaned and washed on a regular basis. The Contractor will be responsible for maintenance, repairs, and all operating costs of the equipment supplied, including fuel, licensing, insurance, washing and storage. Preventative maintenance and repair must take place in such a manner and at such a time to not interfere with the collection schedule.

All Equipment used in the execution of the Contract shall be mechanically sound. Where, in the opinion of the City, conditions are not suitable or safe for the use of certain equipment or vehicles, the Contractor shall, upon Notice by the City, carry out the Work without the use of such Equipment, and no allowance will be made to the Contractor as a result of such restriction.

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



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4.2.4 Automatic Vehicle Location/Global Positioning System Tracking Technology

In order to assist the City in managing Customer Service inquiries, all vehicles used for the Contract must be equipped with Automatic Vehicle Location (AVL)/Global Positioning System (GPS) tracking technology. The City requires near real-time access to this information for internal use and does not intend to republish the data for public viewing.

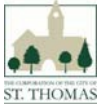
Proponents will include in their Proposal the AVL equipment and technology which they anticipate to utilize.

The Contractor will provide the City with access to a secure near realtime feed via standard internet protocols. Near real-time reporting will be formatted to identify, at a minimum:

- a) Vehicle ID (truck number)
- b) Route
- c) Collection type
- d) Route Supervisor(s) vehicle(s)
- e) Locations X/Y
- f) Speed
- g) Direction
- h) Time stamp

The technology must meet the minimum requirements with regard to inputs, update intervals and system uptimes specified. The AVL requirements are:

- a) Internet Protocols: Access to a secure or dedicated web service utilizing standard protocols such as XML, FTP or SMTP. XML web service is preferred.
- b) Frequency of Update: Near real-time updating of vehicle information should be available on a polling interval of 15 to 30 seconds. As well should near real-time data transfer fail (or not be available) the ability to pole historic records is required as necessary (preferably 5 minutes).
- c) AVL Inputs:
 - i. Vehicle ID (must be unique across the fleet and not change for the life of operation of a specific vehicle)
 - ii. X and Y Coordinate
 - iii. Speed
 - iv. Direction
 - v. Time Stamp
 - vi. Vehicle Collection Type (examples: Garbage/Organics co-collection, Garbage Only, Organics Only, Recycling, Yard Waste, Route Supervisor). It is recognized that in order to better understand fleet deployment and types of collection by vehicle additional information may be required to be manually updated through a separate update mechanism to correlate Vehicle ID with the type of collection occurring using that vehicle on a specific day/time.



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- d) System Up Time: The system must be available and accessible by the County in near real-time during all collections operations with a minimum of 95% availability.
- e) Documentation on the type of AVL solution, web services, and protocols used as well as a sample data feed structure is required by the City a minimum of three (3) months prior to Contract commencement in order to assess the capabilities of the system against the above requirements and implement an interconnect to consume AVL/GPS information from the Contractors system.

The Contractor must notify the Contract Administrator six (6) months in advance of any changes to the AVL technology or service provider utilized during the term of the Contract.

4.3 Level of Service

The Contractor shall complete 100% of each day's and week's collection. The Contractor shall be deemed to have failed to complete 100% of a day's collection if the Contractor misses any, or all, of a designated collection route and does not return to rectify the situation on the day such was missed.

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

Where the Contractor has deemed to have failed to complete 100% of the same day's collection, the Contractor must notify the City's Representative or Designate 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 100% of the day's collection by reason of the following:

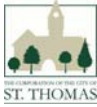
- a) the City has directed the Contractor to miss any, or all, of a designated collection route;
- b) the City has determined that the Contractor missed any, or all, of a designated collection route for rare and clearly exceptional reasons beyond the Contractor's control.

Failure to complete collection and or to rectify a failure may result in the imposition of liquidated damages, as per Section 5.2.25 Liquidated Damages.

4.4 Supervision of Operation by Contractor

The Contractor shall have on duty a qualified person in the position of Supervisor available to collect missed garbage, recyclable materials, organic food waste, bulk waste materials, or yard waste, which has not been picked up by the Contractor and which, in the opinion of the City Representative, are the responsibility of the Contractor.

The Supervisor shall be dedicated to the performance of this Contract and be available on all days when collection is occurring, and during regular collection hours (as mutually agreed upon by the Contractor and the City).



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

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

The Contractor shall provide a telephone number where staff can be reached 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 City 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 the City's concerns in a timely fashion.

The Contractor shall be required to handle and record all complaints received, setting out the name, address, and telephone number of the complainants as well as the nature of the complaint and time and a description of the corrective action taken.

4.5 Reporting

The Contractor is to maintain a comprehensive record keeping program and submit reports to the Director or his designate concerning program operations. Table 4-1 details the record keeping and reporting requirements and their respective due dates.

A summary report of all weigh bills generated as a result of work performed under this Contract shall be retained by the Contractor and submitted to the City at the end of each month, unless otherwise requested. The City may require, time to time, an original copy or legible photocopy of individual weigh bills, the Contractor shall provide these upon request.

The Contractor shall provide the City with a written record of, and a description of actions taken with respect to complaints received on a weekly basis or as the City deems necessary. All and any complaints received directly to the City will be directed to the Contractor for the required corrective action.

The Contractor will maintain records of complaints, accidents, and statistics, and will supply the City with such records as required as part of the performance of the Contract and as requested.

The Contractor must maintain accurate records pertaining to the number of loads and the weight of each waste stream; Garbage, Recyclable Materials, SSO, Bulky Item waste materials and Yard Waste and submit such information monthly. The Contractor shall also provide a weekly log of uncollected Garbage, SSO, Recyclable Materials, Bulky Item waste material and Yard Waste, which were set out as unacceptable for collection (Section 4.11.4 Unacceptable Materials for Collection).



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The Contractor is required to report any incidents, accidents, spills, vehicle collisions, or other such occurrences to the City Representative immediately.

All incidents involving residents or property damage will be reported to the City immediately..

Copies of all claims and reported damages must be submitted to the City in written form for each occurrence.

All such reports will be signed by the Contractor.

The City may at any time request the Contractor to produce for inspection records/reports relating to the provision of Service. The City may photocopy such records/reports as it deems appropriate.

Table 4-1: Record and Report Items

Record or Report Item	Due Date
Weigh Bills A summary report of all weigh bills generated as a result of the work outlined in this contract	Monthly
Age of Vehicles Report each time a collection vehicle is replaced either because it has exceeded the seven (7) year mark in the case of used vehicles or any vehicle due to mechanical failure	Within fourteen (14) days of the change
Accidents/Property Damage All accidents MUST be accurately documented and reported (whether minor or major) involving the public or damage to private or public property	Immediately (within one(1) hour of the incident
Damage Claims Provide written records and copies of claims (for each occurrence) where damages have been sustained, and as they apply to the Agreement	Within two(2) business days of receipt of the record or claim
Mechanical or Oil Spills Report any spills to the Spills Action Centre of the Ministry of the Environment (1-800-268-6060) in addition to the Director or his designate	Immediately (within one (1) hour of the incident
Routine Collection Issues & Corrective Actions Notify the Director or his designate of all non-routine collection issues such as incomplete routes, disagreements between a resident and collector, etc. and the proposed corrective measures to be taken in response to the issue	Immediately (within one(1) hour of the incident
Commercial Vehicle Operator's Registration (CVOR) Provide evidence of a valid CVOR throughout the duration of the Agreement	Annually (March)
Certificate of Approval of a Waste Management System Provide evidence of a valid Certificate of Approval of a Waste Management System throughout the duration of the Contract	Annually (March)
Insurance Provide evidence of a valid certificate of Insurance with the City of St. Thomas listed as an additional insured	Annually (March)
Resolved Claim Notification Provide written confirmation that all claims for damages from residents were resolved within thirty(30) days of the receipt of a claim	Thirty (30) days following the claim



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4.6 Contract Management & Communication

There will be a mandatory initiation meeting schedule by the City to review the Contract at the start of the Contract Term. The Contractor is required to attend this meeting. The purpose of the meeting is to review the contract details and to establish communication protocols which will be utilized for the duration of the Contract.

Ongoing regular management meetings will be required as defined in Section 6.11 Contract Management Meetings, between the Contractor and City Staff to ensure continued operations and proper execution of the Contract terms. The City may request that the Contractor participate in additional meetings if the City deems them required.

The City reserves the right to assess stop counts, kilometres travelled, to verify other route or collection program information. The City 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 to observe the Contractor in the performance of the Work.

4.7 Contractor's Personnel

The Contractor will employ competent and experienced drivers, with possession of a valid Ontario driver's license appropriate to operate the collection vehicles. The Contractor shall ensure that its employees shall behave in a polite, courteous manner towards the public, and will remove any employee contravening this Section, or soliciting any gratuity for Services done under this Contract, from the job. The Contractor shall ensure that all employees are provided with a neat, clean and distinctive work uniform (as per Contractor Company policy), including protective footwear, gloves and retro reflective vests, acceptable to the City which are to be worn at all times while on duty. During inclement weather adequate rainwear shall be available.

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 use if and as required at the City's Designated Facilities.

The Contractor shall provide sufficient drivers trained in the operation of the vehicles, familiar with routes, schedules and able to operate the system safely and efficiently. For this purpose, the Contractor will develop a full training program to the satisfaction of the City to ensure every driver has complete familiarization with all traffic laws including by-laws, operations, public relations, policy and complaint procedure. The Contractor is required to provide copy of the training program for review by the City at the start of the Contract term. Any revisions to the training program during the Contract term will also be subsequently provided to the City for review.

The Contractor shall furnish the City with a list showing the names of all persons who will perform Services under this Contract, as well as Driver's Abstracts of said persons if requested.



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Additional safety or training requirements introduced by the City are to be provided at the Contractor's cost, and shall be implemented within a suitable time period to the satisfaction of the City Representative.

4.8 Hours of Collection

Garbage, Recyclable Materials, SSO, Bulky Item waste and Yard Waste shall be collected and delivered in accordance with the collection frequency specified by the City.

Collection shall be completed between the hours of 7 a.m. and 7 p.m while adhering to the conditions of their CofA. Under no circumstances shall collection take place prior to 7 a.m. or after 7 p.m. Exceptions to collection hours shall be effected only upon authorization of the City should the Contractor reasonably determine that an exception is necessary in order to complete collection due to unusual circumstances (e.g. adverse weather conditions). All overtime collection costs are the responsibility of the Contractor.

The City prefers to continue using the consolidated 4 day collection schedule, Tuesday-Friday, and only where considerable benefits can be garnered will the city consider a change to this schedule. Once the Contractor's days, areas and routing schedules have been approved by the City Representative, the Contractor shall adhere to the adopted routing schedule. This schedule may be revised from time to time by the Contractor, subject to the prior approval of the City Representative to accommodate additional locations and for the purposes of maintaining efficiencies in collection. The Contractor shall be responsible for advising the affected residents of such schedule changes. These costs shall be borne by the Contractor.

The City in conjunction with the Contractor will undertake an annual review of the collection areas and routing schedule to account for any changes or additions to collection areas. Any changes in the collection schedule by the City will be mutually agreed upon between the City Representative and the Contractor before they become effective, and the City shall be responsible for advising the affected residents of such schedule changes at the City's sole expense.

4.9 Holiday and Collection Rescheduling

No collection shall be made on the following City holidays:

New Year's Day
Family Day
Good Friday
Victoria Day

Canada Day
Civic Holiday
Labour Day

Thanksgiving Day
Christmas Day
Boxing Day

When the regular collection day falls on a Statutory holiday, the collection schedule for the remaining days of the week will be delayed by one day, with Saturday making up for the missed day.

Changes to the collection schedule due to the holiday exclusions shall be advertised by the City.



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

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

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

4.10 Conditions Affecting Routine Performance

4.10.1 Weather Conditions

If the Contractor cannot collect Garbage, Recyclable Materials, SSO, Bulky Item waste and/or Yard Waste on any day because of weather conditions, the Contractor shall notify the City Representative immediately so that this information may be passed along to the public, and materials shall then be collected at the earliest opportunity by the Contractor, but not later than the Saturday of that same collection week.

4.10.2 Road Construction

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

If construction will be taking place on any City access road that may cause obstruction the Contractor will be notified by the City of the dates that such construction will be taking place, as well as the nature of construction work being done, when the City is aware of them. By notifying the Contractor in advance of construction projects, the City and the Contractor will jointly make arrangements for implementing alternative collection methods for the residents of those roads under construction that are deemed impassable.

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

4.10.3 Strikes & Lockouts

In the event of a strike or lockout, the Contractor is responsible to undertake the Work to whatever reasonable degree possible, and if necessary in co-operation with the City as specified in Section 5.2.39 Force Majeure.



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4.11 Collection Containers & Handling

4.11.1 Collection Containers

Curbside Collection (Single Family and IC&I Locations)

As specified in the Waste Diversion and Curbside Collection By-law (No. 94-2010) approved garbage containers are identified as a reusable container in good condition with two (2) handles on either side, safe for use and rust resistant. The container must have a fill weight of less than 20 kg (45 lbs), a capacity less than 140 litres (32 gallons), an external height no greater than 84 centimetres (32 inches) and a lid which may be easily and completely removed to facilitate collection.

Single family and IC&I locations are not required to use containers for the collection of Garbage, however all Garbage set out for collection must be bagged and easily identifiable to the collection staff.

Blue Boxes and Grey Boxes provided by the City are standard recycling containers used in the province of Ontario.

The Contractor must specify any set-out restrictions (e.g. cardboard bundle size) that may exist as the result of the collection vehicles used.

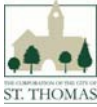
The City will provide 242 litre (65 gallon and 120L (35 gallon) organic collection containers ("compostainer cart") to single family and IC&I properties for the collection of organic waste materials.

Yard Waste materials can be set out in reusable containers in good condition with (2) handles on either side, safe for use and rust resistant. The container must have a fill weight of less than 20 kg (45 lbs), a capacity less than 140 litres (32 gallons), an external height no greater than 84 centimetres (32 inches). The containers must be easily identifiable as Yard Waste. The City will provide residents with permanent "Yard Waste" stickers which can be applied to these containers.

Single family locations are not required to use containers for the collection of Yard Waste, however all Yard Waste set out for collection must either be bundled or bagged in paper yard waste bags. Yard Waste set out in plastics bags (either compostable or traditional plastics) will not be collected.

Multi-Residential Locations

Recyclable materials will be collected from 360 L (95 gallon) carts provided by the City to eligible locations. Location of the carts will be agreed upon by the City Representative, property owner and the Contractor. The Contractor will return all carts to the designated collection area.



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Organics food waste materials will be collected from 242L (65 gallon) and 120L (35 gallon) carts as provided by the City to eligible locations. Location of the carts will be agreed upon by the City Representative, property owner and the Contractor. The Contractor will return all carts to the designated collection area.

4.11.2 Location of Waste for Collection

Curbside Collection (Single Family and IC&I Locations)

All bags, containers or bundles to be collected in accordance with this Contract shall be placed at the curb or on the boulevard of a public and/or private street in front of or adjacent to the single-family or IC&I establishment at which the waste is generated. Where this cannot be reasonably observed, the City 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 or hinder municipal maintenance operations or traffic or the travelled portion of a road, a sidewalk or any other public way.

Multi-Residential Locations & Privately Owned Condominiums

As per the City's Waste Diversion and Curbside Collection By-law) the location of the collection bins for Recyclable Materials and SSO will be agreed upon by the City Representative, the property owner and the Contractor. The containers shall be placed in a location which provides for easy and safe access for collection by the Contractor. Any discrepancies in the collection location shall be reported to the City Representative who will rectify the situation with the property owner.

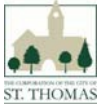
Bus Shelters

Garbage shall be collected from receptacles at specified bus shelters throughout the City. The area shall be left free of Garbage, any Garbage spills during the removal of Garbage from receptacles and loading into collection vehicles shall be promptly swept/collected and deposited into the collection vehicle.

Current bus shelter locations are provided in **Schedule of Attachments 8**.

4.11.3 Container Handling

After any designated waste has 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 or sidewalk. Care shall be used not to damage 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 City Representative.



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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.

4.11.4 Unacceptable Materials for Collection

The Contractor will not be required to pick up tires, automotive parts, construction materials, natural vegetation, hazardous products or garbage that clearly did not originate from the location at which the waste is generated. A detailed list of non-collectable waste is outlined in Schedule A of By-law No.94-2010, see **Schedule of Attachments 9**.

Should the City elect to include a tag/sticker based Bulky Item collection program as part of the scope of Work the Contractor will not collect un-tagged/stickered Bulky Item waste material set out for collection. All Bulky Waste must have a visible sticker/tag affixed to it in order to be eligible for collection. Un-tagged bags/containers/bulky items will be left behind with an explanatory sticker applied.

Only acceptable Recyclable Materials, as specified, 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 or bag, 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. All acceptable materials must be collected.

The Contractor will be responsible for ensuring no contaminants or non-recyclable materials are collected with Recyclable Materials and delivered to the MRF. The Contractor will be subject to Liquidated Damages as set out in Section 6.27.

Only acceptable SSO and/or yard waste, Christmas Trees as specified, 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 or bag, with the container or bag 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.

The Contractor shall record the address and the reason for any infraction on a log sheet. Those log sheets shall be submitted to the City on a weekly basis or immediately upon request by the City and as per Section 4.5 Reporting.

The total weight of each garbage bag or container, recycling box, bag or bundle must not exceed 45 lbs (25 Kgs). Bags, containers or bundles that exceed this weight may be left behind with an explanatory sticker applied (see Section 4.11.5 Stickers).

4.11.5 Stickers

The Contractor shall place stickers on Garbage, Recyclable Materials, SSO, Bulky Item waste materials or Yard Waste containers/bags and Christmas Trees at all locations where material is



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not collected. The sticker shall identify the reason(s) why the items were left at the curb. The City shall provide at their sole expense the stickers to be used.

4.12 Location & Hours of Operation of Designated Waste Receiving Facilities

4.12.1 Garbage and Non-Recyclable Bulky Waste

Green Lane Landfill, 38593 Third Line, Concession 3, Southwold Township, Elgin County

Monday to Friday 6:00am – 5:00pm

Saturday 6:00am -12:00pm

4.12.2 Recyclable Materials

City of London Materials Recovery Facility (MRF), 3290 Manning Drive, London, ON

Monday to Friday – 7:00 a.m. to 7:00 p.m.

Saturday - open only prior to and following Statutory Holidays 7:00 a.m. to 7:00 p.m.

4.12.3 Source Separated Organics

OrgaWorld Canada Ltd, 4675 Wellington Rd. South, London, ON

Monday to Friday - 6:00 a.m. to 6:00 p.m.

Saturday – as necessary

4.12.4 Recyclable Bulky Waste

TBD

4.12.5 Leaf and Yard Waste and Christmas Trees

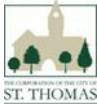
Try Recycling, 21463 Clarke Road, London, ON

Monday to Friday - 7:00 a.m. to 5:00 p.m.

Saturday – 8:00 a.m. to 12:00 p.m.

All materials collected as part of this Contract shall be hauled by the Contractor to the appropriate designated sites during normal operating hours as specified herein.

As part of the City's contract with The City of London for the processing of Recyclable Materials there is provision for the processor to summarily reject loads in the case of Over Compaction and if contamination rates exceed 10% for the Fibre stream or 20% for the Commingled Containers stream.



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Recyclable Materials may be compacted up to a rate specified in Section 4.2.2 to be accepted at the City's Designated Site. Over Compaction may result in the rejection of the load by the MRF.

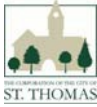
In the case of the Organic Waste Processing Facility, a load, in whole or in part, shall be deemed to be contaminated when the material cannot be reasonably considered to be SSO, the percentage of Contaminated Materials exceeds 12 % based on industry-acceptable audit protocols, or where it is found that the SSO contains items that present an unusual and unacceptable risk to the health, safety, or integrity of the OWPF, the OWPF's people, or the OWPF's process.

At either Designated Site should the processor determine that an entire load is unacceptable before tipping or completion of tipping, the Contractor shall not tip the load/remainder of the load but remove it for disposal at an approved City Designated Site. In the event the load is re-routed to another Designated Site the City shall be notified immediately by the Contractor. The Contractor will arrange to set the load aside at the Designated Site for the City's immediate inspection at their sole discretion. The City at their discretion may alternatively direct the load to disposal with no inspection.

In the event the load is tipped at the intended Designated Site, the City shall be notified by the processor who will then, the same Regular Day inspect the load in question and should it be deemed that the load is unacceptable by virtue of the amount of Contaminated Materials or in the case of Recyclable Materials Contaminated Materials or Over Compaction, the City will direct the Contractor to remove the load the same Regular Day unless otherwise specified by the City and the Designated Site. The Contractor will remove the load.

In the event of a contaminated load that requires removal from the intended Designated Site the processor will provide the Contractor with access and sufficient space to safely enable the reloading of material into the Contractor's collection vehicle, roll-off or front-end container, or other acceptable container. The processor shall, where the equipment exists on the site, provide necessary equipment including a loader and loader operator for the purpose of re-loading containers if it can be done safely and reasonably given the container provided by the Contractor. As the processor already employs this equipment and labour the City does not deem this unreasonable and that this shall be at the processor's sole expense. Any work undertaken either Designated Site by the Contractor shall be at its sole risk, and the City and the Contractor shall indemnify and save harmless the processor from any claim, liability, or cost incurred as a result of the Collection Contractors activities at the Designated Site(s).

The processor shall ensure that if any loads in question are held for the City's inspection, that they are not mixed with any other loads of incoming material. Any tipping fees or additional costs including but not limited to transportation associated with rejected loads for any reason including but not necessarily limited to Over Compaction or Contaminated Materials will be the responsibility of the Contractor and subjected to Section 6.27 - Liquidated Damages.



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4.13 Advertising & Information on Trucks

No advertising (other than any advertising required/approved by the City) shall be carried on the collection vehicles except the name of the Contractor may be affixed upon all collection vehicles.

The City may request and have messaging on the trucks including but not limited to that which might be program specific or environmental in nature. Any advertising, messaging and necessary fixtures, cost of installation will be at the City's sole expense.

The Contractor shall stencil the Waste Management System Environmental Compliance Approval (Certificate of Approval) number issued by the Ministry of Environment on all collection vehicles.

4.14 Cooperation with Demonstration Projects

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

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

The Director or his designate reserves the right to contract or partner with any other person, agency or firm for the purposes of conducting any Demonstration Projects.

4.15 Promotion & Advertising

The City will be responsible for promotion and advertising associated with the ongoing operation of the City waste collection programs as defined in this Contract.

4.16 Areas Addressed by Private & Other Accounts

The Contractor shall ensure that no collection vehicle collects or disposes of any wastes of any type from a source other than the City's collection areas during the specified collection days under this Contract.

Under NO circumstances shall vehicles used in carrying out the Work of this Contract engage in collection from private accounts on specified collection days. If a vehicle used in carrying out the Contract is found collecting private accounts or making other collections that are not included or permitted under the Contract, the City shall be entitled to liquidated damages as set out in Section 5.2.25 Liquidated Damages.



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4.17 Private Roads

Except by order of the City Representative, no Contractor shall enter a private lane-way or road for the collection of any waste stream. Such order shall not be given unless agreed upon by the City, the property owner(s) and the Contractor to be safe and economical to enter private property.

Where such order is given to enter a private lane-way or road for the purpose of collection services, alternate vehicles may be required to collect said areas in a safe and efficient manner, at the discretion of the City Representative.

All eligible Multi-Residential locations must obtain and hold a Multi-Residential Collection Services Agreement as per By-Law 94-2010 (**Schedule of Attachments 9**). The Contract may not undertake Work at Multi-Residential locations on private property that do not have a Collection Services agreement with the City.

4.18 New Collection Areas

The Contractor will assume responsibility for collection services as soon as any new Single Family, IC&I and/or Multi-Residential location are ready for service, and as directed by the City.

4.19 Special Consideration Collection (SCC)

Special consideration collection will be provided for residents physically unable to set their materials at the curbside for collection. The Contractor will assist the resident by collecting Recyclable Materials, Garbage and SSO materials, Leaf and Yard Waste from a location on their property mutually agreed upon by the City and the resident. Normally materials will be left just outside a residents front or side door. The Contractor will return all collection containers to the agreed upon location. SCC locations will not exceed 20% of the total number of single family dwellings within the territorial limits of the City. As of January 2013 there were no SCC stops within the City.

Failure to collect a SCC stop as scheduled will result in liquidated damages as outlined in Section 6.27.

4.20 Scavenging

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

4.21 Spills

The Contractor is required to clean up spillage and loose material resulting from the work, any animal problems, broken containers, or for any other reason to the satisfaction of the City.



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The Contractor during the progress of the Work, will at all times, keep the site and work in a tidy condition. It will not leave or deposit any material on any portion of the street, boulevard, or other private or public property.

Any and all hydraulic or oil spills must be reported by the Contractor to the City immediately. As soon as a spill starts it must be contained in a proper manner including use of a spill kit as required and the vehicle will cease operations immediately until the Contractor's supervisor arrives on site.

Dry-all or other absorbent will be laid down by the Contractor immediately. As soon as the absorbent has had the desired effect, it is to be scraped from the road or affected property. If residue still remains the Contractor will repeat the above process until the entire spill has been absorbed and will leave the site in a clean and tidy condition. Failure to respond immediately to this kind of spill may result in asphalt or other damage for which the Contractor will be responsible.

The Contractor will notify the City as soon as it has completed the steps outlined above in order that the City can inspect the site to ascertain whether any further action is required.

If necessary, at the City's discretion, a power wash and/or resurfacing process will be utilized at the Contractor's expense.

In all cases the Contractor shall adhere to the (Ontario) Environmental Protection Act (s.92 and s.15) Reporting Spills and Discharges regulations and Ontario Regulation 675/98 Classification and Exemption of Spills and Reporting in the performance of this Contract.

4.22 Change in Collection Schedule

Current collection days are shown on the map in **Schedule of Attachments 5**. Notwithstanding the City would prefer to keep collection days as consistent as possible to the current routing and schedule, existing collection days and routes may be adjusted in order to improve efficiency in collection routes, and to ensure that collection, supervision, and monitoring costs of the programme for both the City and Contractor are kept to a minimum. The Contractor will provide defined collection areas and days of collection no later than ninety (90) days prior to the start of the Work. The City strongly prefers the current four (4) day collection cycle.

Once and if the Contractor's days and areas and routing schedules have been approved by the City Representative, the Contractor shall adhere to the adopted routing schedule. This schedule may be revised from time to time by the Contractor, subject only to the prior approval of the City Representative. The City shall be responsible for advising the affected residents of such schedule changes. These costs shall be borne by the Contractor.

Any changes in collection schedule and/or hours of work initiated by the City through the course of the Contract must receive mutual agreement between the City Representative and the Contractor before they become effective, and the City shall be responsible for advising the affected residents of such schedule changes at the City's sole expense.



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4.23 Change in Designated Site

Should another site be designated for receipt of any materials to be collected by the Contractor and specified in this RFP, the new haulage distance will be calculated from the current designated site, and change in cost, including but not necessarily limited to, fuel, vehicle depreciation, labour, as agreed to by the City will be used as a basis to assess the increase/decrease in operating cost to the Contractor and for the Contractor and the City to reasonably renegotiate a price.



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5.0 Instructions to Proponents & Proposal Evaluation Process

5.1 General Instructions

5.1.1 Definitions

“Designated Official” means the representative of the City responsible for coordinating all aspects of the RFP process on the City’s behalf.

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

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

“RFP” means Request for Proposal.

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

“Senior Official” means a person, persons, officers, employees of the Proponent authorized to enter into an Agreement with the City.

“Submission” means the Proponent’s response to this Request for Proposal.

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

All capitalized terms, unless otherwise defined, shall have the meanings assigned to them in the General Conditions included in the Contract Documents.

5.1.2 Format of Proposal

Proposals should be submitted in the format requested. Proponents are requested to address these requirements in the order in which they appear in the RFP and in sufficient depth in their Proposal. Items not addressed in the Proposal will be deemed as either not meeting the Mandatory Requirement or given zero points under the Rated Criteria.

Any other supplemental documentation that does not respond directly to the information requested, such as corporate literature, must be submitted on CD, DVD or other form of electronic file storage device. The City reserves the right not to consider supplemental documentation submitted on CD, DVD or other form of electronic file storage device in the



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evaluation of submissions. Proponents are cautioned against qualifying their RFP in any manner whatsoever, as this may result in their submission being rejected.

5.1.3 Closing Date and Time Requirements

Proposals, sealed in an envelope, with the contents of Envelope #1 and Envelope #2 sealed separately, clearly marked with the attached return address label, will be received at the Purchasing Department, First Floor, City Hall, 545 Talbot Street, St. Thomas, ON, N5P 3V7 until:

**2:00:00 P.M. LOCAL TIME
JUNE 13, 2013**

Late Proposals will NOT be accepted and will be returned unopened to the Proponent.

The Purchasing Department (Treasury Reception) Atomic Clock determines the official closing time for this Proposal. Facsimile (fax) or e-mail responses for this Request for Proposal will **NOT** be accepted.

Delivery of Proposals by a courier service shall be the responsibility of the Proponent and will be rejected if the envelope/package is delivered to a location other than which is stated in the document and the envelope/package fails to be delivered to the Purchasing Department (Treasury Reception) prior to the closing date and time.

5.1.4 Submission of Proposal

The Proponent shall submit four (4) hardcopies of the submission, along with one (1) electronic copy. The submission should be based on the requirements outlined below. At least one set must carry original signatures of a responsible representative and be marked as "MASTER".

Proposals shall be submitted in two (2) sealed envelopes clearly marked as follows:

Envelope #1: ***"RFP No. 2013-036 Waste Collection Services – Service Proposal"***

Envelope #2: ***"RFP No. 2013-036 Waste Collection Services – Financial Proposal"***.

All submissions should include the following:

Envelope #1:

- **Mandatory Requirements** as identified in Section 5.2
- **Service Proposal** including all of the items and Forms required by this RFP.

Envelope #2

- **Financial Proposal** including all of the Forms required by this RFP.

Only the names of the Proponents who have submitted a proposal will be identified at the Proposal Opening; Financial Proposal prices will not be disclosed at the Proposal Opening.

All RFP submissions must be completed in ink or type.



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

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

Any Addenda/Addendum issued to the Request for Proposal will be provided in writing.

5.1.5 Proposal Schedule

This timeline reflects the City's intent in issuing and receiving RFP submissions and the commencement of Work. This schedule is subject to change at the City's discretion.

Table 5-1: Timeline for Request for Proposal Submission

Event	Date
Date of Issue of RFP	May 16, 2013
Question Deadline	June 6, 2013
Closing Date	June 13, 2013
Evaluation	June 17-28, 2013
Council Approval	July 15, 2013
Contract Start Date	March 1, 2014

5.1.6 Proposal Validity

Proposals shall remain valid and open for acceptance by the City for a period of ninety (90) calendar days, following the due date for receipt of proposals.

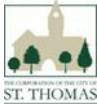
5.1.7 Questions/Discrepancies

Proponents who find any discrepancies or omissions in this Request for Proposal, or who have any doubt as to the intent or meaning of anything contained therein, shall direct **written** questions to the following:

Mike Hoogstra, CPPB | Purchasing Agent
Phone: 519-631-1680, ext. 4112
Email: mhoogstra@city.st-thomas.on.ca

For the purpose of this Proposal, Mike Hoogstra, is the "Designated Official" and shall perform the following functions: releasing, recording, and receiving RFP submissions; opening, recording and checking of proposals; answering queries of Proponents through written Addenda, considering extensions of time, reviewing proposals received, ruling on mandatory requirements and recommendation to the City.

It is understood, acknowledged and agreed that while this RFP includes specific requirements and specifications for the Work, the City shall not be held liable for any errors or omissions in any part of the RFP documents. While the City has used considerable effort to ensure an accurate representation of information in the RFP documents, the information contained in the



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RFP documents is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP documents is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

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

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

The City will assume no responsibility for oral instructions or changes.

Proponents shall submit inquiries via e-mail to the contact above. All questions must be submitted no later than **4:00 p.m. on June 6, 2013**. After this date no further inquiries, concerns or questions may be submitted. The City reserves the right to distribute all questions received, with the City's response, to all Proponents through an addendum.

Directing questions or inquiries to anyone other than the individual noted above may result in your submission being disqualified.

For purposes of this request, no Proponent may consider any oral representations or statements by an officer, employee, or agent of the City of St. Thomas to be an official expression on the City of St. Thomas's behalf, unless such representations or statements are made in a written communication executed by the "Designated Official" for this RFP. Contractors will be notified of any change to the "Designated Official".

5.1.8 Addenda

Proponents may be advised by addenda, of required additions, deletions or alterations in the requirements of the Request for Proposal documents. All such changes shall become an integral part of the Request for Proposal documents. Proponents shall insert and state on the Form of Proposal, in the space provided, any addenda received by them during the Request for Proposal period. ***Failure to acknowledge all addenda on the Form of Proposal or failure to include the signed addenda with your Proposal response will result in your Proposal being disqualified.***

Any information or changes to the requirements of this RFP will be posted on the City's website in the form of an addendum. All addenda posted prior to the closing date shall be considered part of the contract documents. When an addendum is issued, we will attempt to send a notification email to **all registered Proponents** with a copy of the addendum. The City makes no promise or guarantees that addenda will be delivered by any means to any Proponent nor are we responsible for computer malfunctions or delays, therefore **it is the Proponent's sole responsibility to check the website for any addenda prior to RFP closing**. By submitting a proposal the Proponent acknowledges and agrees that they have checked the website.



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5.1.9 Privilege Clause

It is essential that the elements contained in the proposal be stated in a clear and concise manner. Failure to provide complete information as requested will be to the Proponent's disadvantage.

Proposals should be submitted in the format requested, with an index and preferably including the criteria subject to point rating in a clear identifiable location. If a Proponent feels that the conditions will restrict it unnecessarily in any way, it should so state in its proposal. Any deviation from the stipulated conditions should be given in detail with an explanation as to why such deviations are being proposed. The City reserves the right to accept any proposal as submitted without prior negotiations. It is the responsibility of the Proponent to obtain clarification of the requirements contained herein, if necessary, prior to submitting a proposal.

Each proposal will be evaluated solely on its content. Assessment of the proposal commences immediately after closing date.

The City reserves the right to accept or reject any or all proposals received or to cancel the RFP in its entirety, all without any right of recourse on the part of any Proponent, and to seek clarification from one or more Consultants on the contents of their proposal submission.

This RFP does not commit the City to award a contract or to pay any costs incurred in the preparation of a proposal, or attendance at a meeting with City staff.

5.1.10 Disqualification of Proponent

A Proponent offering to sell products/services to the City of St. Thomas certifies that it has not communicated directly or indirectly their proposal to any competitor or any other person engaged in such line of business. Any or all Proposals may be rejected if City of St. Thomas believes that collusion exists among the Proponents. Proposals in which the prices are obviously unbalanced may be rejected.

5.1.11 Terms of Contract

The contract is for a seven (7) year term. The Service of this Contract will commence on March 1, 2014.

This Contract will commence on March 1, 2014 and continue to be in force thereafter until the February 28, 2021 with the right of renewal by the City for up to two (2) one (1) year periods immediately thereafter. Any such extension shall be on the same Terms and Conditions of the original Contract. Should the City decide to extend the Contract, the City shall inform the Contractor in writing no later than six (6) months prior to the end of the Contract. The City has no obligation to extend the Contract or any portion of the Contract.



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5.1.12 Requirements at Time of Contract Execution

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

1. Executed Agreement and Performance Bond, Irrevocable Standby Letter of Credit
2. Insurance documents in compliance with the RFP documents
3. WSIB documents in compliance with the RFP documents

5.1.13 Proponent's Obligation to Examine

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

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

5.1.15 Errors & Omissions

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

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

If a Proponent finds discrepancies in, or omissions from the RFP documents, or is in doubt as to their meaning, the Proponent shall notify the Designated Official, who reserves the right, for any reason to issue a written addendum to Proponents at any time prior to the RFP closing. Addenda issued during the RFP period shall be allowed for by the Proponent in submitting their proposal. The City will assume no responsibility for oral instructions or changes.



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5.1.16 Arithmetic Errors

Proposals containing arithmetic errors shall be corrected by the Designated Official during the checking procedure, as follows, unless otherwise decided by the City:

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

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

5.1.17 Withdrawal of Proposal Prior to Closing Date

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

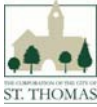
When withdrawals are made in person, the Official receiving the proposal shall obtain a signed withdrawal form confirming details of the transaction. For letter withdrawals, or if the person requesting withdrawal is other than a Senior Official of the Company, the authenticity of the request must be confirmed by telephoning a responsible Official of the Company. Submissions confirmed as withdrawn, shall be returned unopened to the Proponent. Withdrawal of a submission does not disqualify a Proponent from submitting another proposal.

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

5.1.18 Conflict of Interest

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

The Proponent further declares that no member of the Board of the City and no officer or employee of the City will become interested directly or indirectly as a contracting party, partner,



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shareholder, surety, or otherwise in or in the performance of the Contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof, or in any of the money to be derived therefrom.

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

The City reserves the right to disqualify a proposal where the City believes a conflict of interest or potential conflict of interest exists.

5.1.19 Claims or Litigation

The City will not open and consider proposals received from parties with whom the City is in litigation or pending litigation unless approval allowing such is obtained by the Proponent from the Council of the City prior to the close of the RFP.

Proposal submissions which are unopened pursuant to this policy will be returned to the Proponents and no Contract in regard to the RFP process will be created as between the Proponent and the City.

5.1.20 Proposal Submissions as Binding Offers

Proposal submissions in response to this RFP shall be considered binding offers and shall be irrevocable for a period of ninety (90) days from the RFP closing date, or until execution of the Agreement by City and a Proponent pursuant to this RFP, whichever occurs first.

5.1.21 Confidentiality

All submissions submitted to the City become the property of the City. If any part of the Proponent's submission contains a trade secret or scientific, technical, commercial, financial, or other information that, if disclosed to the public, could reasonably be expected to prejudice significantly the competitive position of the Proponent or result in undue loss to the Proponent, such information should be specifically and clearly identified by marking those pages "Confidential" and be accompanied by a brief explanation as to why the Proponent requires such information not be disclosed to the public. The total value of the proposal submitted by the Proponent cannot be Confidential Information.

5.1.22 Cost to be Included

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



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5.1.23 Proponent's Responsibilities

In the event that a proposal submission includes the performance of Work by another person, firm or organization, it shall be mandatory for the Contractor (i.e., the successful Proponent) to assume full responsibility for such tasks specified in the submission. The City 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 City.

The City will consider the successful Proponent to be the sole contact with regard to all provisions of the proposal submission. Payment of all charges resulting from the Contract shall be to the successful Proponent only.

5.1.24 Harmonized Sales Tax

The Financial Proposal to be proposed does not include the applicable Harmonized Sales Tax payable by the City with regard to the Contract. In making payments to the successful Proponent, the City shall include all applicable Harmonized Sales Tax payable as a result of this Agreement. The Proponent warrants that in preparing this proposal submission, it has taken into account any costs associated with all and any applicable taxes.

5.1.25 No Lobbying

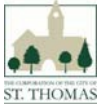
If any director, officer, agent or other representative of a Proponent, including any other parties who may be involved in a joint venture or a consortium with the Proponent makes any representation or solicitation to any member of the City, Board, or any official, employee or agent of City, with the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

5.1.26 Subcontractors

Proponent's shall submit a list of their proposed Subcontractors, if any, containing the names of all of the Subcontractors which the Contractor proposes to use to perform Work under the Contract and the division or section of Contract Work to be completed by each Subcontractor.

Proponent's shall ensure that all Subcontractors selected and named have experience in the Work described and that they will execute their work with competence and within the required time frame.

Proponents shall ensure that all Subcontractors shall be able to show proof upon request by the City of previous work of similar nature performed by them.



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Proponents shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of proposed Subcontractors.

No names, either of Subcontractors or "Own Forces" may be changed after submission of the proposal unless prior written approval is received from the City. Such approval will only be considered after receipt by the City of a written request for the change by the Proponent with a full explanation of the reasons for the requested change and a letter, with the original signature of a Senior Official, from the previously named Subcontractor agreeing to withdraw its proposal with no consequences to the City.

The City reserves the right to reject a proposed Subcontractor for reasonable cause. Upon such rejection, the Proponent will be required to propose an alternate Subcontractor and to identify any resulting change to the Financial Proposal.

All submitted proposals and supporting documentation become the property of the City and will not be returned.



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5.2 Proposal Submission Requirements

5.2.1 Mandatory Requirements

For a Proponent to be considered for this Work, the following mandatory requirements must be met in the sole opinion of the City. Proposals not fully complying with the mandatory requirement will be deemed non-compliant and will be given no further consideration.

The Proponent shall submit the following (see Section 8.0 and Section 9.0 – Proposal Forms):

1. Bid Deposit as specified in Section 1.7
2. Agreement to Bond and Agreement to Provide Irrevocable Letter of Credit as specified in Section 1.8
3. Statutory Declaration and Acknowledgement of Addenda/Addendum
4. Systems ECA/CofA Documents
5. Separate and sealed Financial Proposal

5.2.1.1 *Statutory Delectation*

The Proponent must submit a completed and signed Statutory Declaration which is included in Section 7.0.

5.2.1.2 *Systems ECA/Certificate(s) of Approval Documents*

A copy of the Environmental Compliance Approval (Certificate of Approval), or other Approvals, issued to the Proponent from the Ministry of the Environment to allow the Proponent to collect waste as specified in this RFP.



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5.2.2 Service Proposal

The Proponent shall submit the following information on their Service Proposal (see Section 8.3 Proposal Forms)

Company Profile

Information should include, but not necessarily be limited to, the following:

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

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.

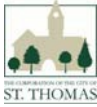
(The Proponent must provide satisfactory evidence to demonstrate that the legal entity proposing to undertake the contract is in sound financial position and has the economic capacity to complete the Contract. In the event that a parent or affiliate company proposes to guarantee the obligations of the contracting entity, similar evidence should be provided in respect of that parent or affiliate. Such evidence may include audited or accountant-reviewed financial statements, as well as bank or trade references. Proponents will be evaluated based on the quality of the evidence provided).

Experience & References

- Describe years of experience and the nature of experience undertaking collection services as specified in the RFP document.
- The value and size of three (3) past and current contracts, contact information (references) duration, location and collection methods (vehicles / number of streams collected etc.) utilized for the same three (3) past and current contracts.

Health & Safety

- Health and Safety policy (if one).
- Description of Health & Safety training for employees.
- Orders/charges/violations by the Ministry of Labour as the result of any contravention of the Ontario Health and Safety Act over the past five (5) years. If none, specify none.



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Environmental Compliance

- Orders/charges/violations by the Ministry of Environment the result of any contravention of the Environmental Protection Act over the past five (5) years. If none, specify none.

Facilities, Vehicles & Equipment

- Description of contract supervision/district, staff/truck maintenance, storage and office locations intended to be used to undertake the Work.
- Number of new vehicles and equipment required to carry out the Work identified in the RFP. As well as the type of vehicles/equipment that would be used to carry out the Work (and spec data sheet(s)) and describe for each waste stream as it relates to collection frequency options.
- Compartment capacity of collection vehicles and compaction ratio by waste stream.
- Proposed number of spare vehicles and any other equipment necessary to carry out the proposed Work and;
- Supporting rationale/calculations to support the number of vehicles/vehicle routinely required to ensure 100% collection on a daily basis, calculations to support management of seasonable tonnage increases.

Automatic Vehicle Location/Global Positioning System Tracking Technology

- Description of technology and confirmation that technology will meet specifications in Section 4.2.4.

Operating Plan

- Vehicle maintenance schedule/plan.
- Proposed days for collection, daily start and finish times and the proposed routing of trucks for Single Family and IC&I locations and for Multi-Residential locations with consideration to the location of the Designated Facility for each waste stream.
- Truck capabilities to manage narrow roads/harder to collect areas as specified in this RFP.
- Handling of unacceptable materials procedure for each of Garbage, SSO, Recyclable Materials, Bulky Item waste materials and Yard Waste at the curb.
- Handling procedure at the designated MRF and Organic Waste Processing Facilities if unacceptable loads are delivered.



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Communications & Complaints

- Method(s) of regular communication with the City so the City will stay informed about collection matters arising, intended routing changes, other service changes, alterations and the like.
- Procedures to manage a direct complaint by a resident or business e.g., to collection staff and to your customer service/dispatch or other office.
- After-hours response procedure/protocol.

Contingency Plan

- Company contingency plan for each of a short-term (e.g. number of days) and a larger scale/longer term business interruption e.g., work stoppage.

Environmental Considerations

- Any environmental considerations/benefits (green fleet initiatives, alternative fuels, methods of increasing diversion of recyclable materials, other).

Exceptions

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

Proponents are advised that if they take exception to any of the requirements of this RFP, they shall, in their submission, state the nature of any exceptions proposed and must thoroughly describe them in their Proposal in a distinct section entitled "Exceptions". Only exceptions noted in the designated format will be considered by the City. Any other exceptions, whether stated or implied, will not be considered by the City and the corresponding requirements of this RFP will be deemed to apply. The City may accept, reject or negotiate any proposed exception at its sole discretion. **Any exceptions will be stated in the Service Proposal. No financial impacts associated with an exception(s) will be provided in Envelope #1.**

5.2.3 Financial Proposal

Complete and sign Financial Proposal (Section 9.0 Proposal Forms) as specified.

Proponents are required to use the Financial Proposal Forms provided in Section 9.

All options identified below are **Mandatory Bid** options. **There are NO optional bid items.**

The City is seeking Financial Proposals for the following service options:



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SINGLE-FAMILY CURBSIDE COLLECTION

Garbage Collection

- **Weekly** curbside collection of 2 bags/containers limited to 45 lbs (20 kg) per bag/container. Additional bags affixed with the appropriate bag tags can be collected beyond the 2 bag/container limit.
- **Bi-weekly** curbside collection of 4 bags/containers limited 45 lbs (20 kg) per bag/container. Additional bags affixed with the appropriate bag tags can be collected beyond the 4 bag/container limit.

Recyclable Materials Collection

- **Weekly** curbside collection of unlimited amounts of Recyclable Materials no greater than 45 lbs (20 kg) per container.
- **Bi-weekly** curbside collection of unlimited amounts of Recyclable Materials no greater than 45 lbs (20 kg) per container.

Source Separated Organic (SSO) Waste Collection

- **Weekly** curbside collection of SSO in specified Green Carts and at all locations specified by the City
- **Bi-weekly** curbside collection of SSO in specified Green Carts and at all locations specified by the City

Separate Leaf and Yard Waste & Christmas Tree Collection

Acceptable yard waste will be limited to the following:

- Yard waste materials set-out in paper yard waste bags weigh no more than 45 lbs (20 kg).
- Yard waste material set-out in reusable ridged containers clearly identified as yard waste weigh no more than 45 lbs (20 kg).
- Brush (no longer than 40cm (15in.) and have a diameter no larger than 5cm (2in.), bundle with compostable twine/string.
- Christmas Trees set out

The City is seeking Financial Proposals for the following service options:

- **Bi-weekly** collection of unlimited Leaf and Yard Waste from **April 1st to November 30th** annually
- Collection of unlimited Leaf and Yard Waste **6 weeks in the Fall** (between September and November)
- Collection of unlimited Leaf and Yard Waste **6 weeks in the Spring** (between April and June)
- Collection of unlimited numbers of Christmas Trees for **2 weeks in January**



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Bulky Item Waste Material Collection

- **Weekly** collection of Bulky Item waste materials (non-recyclable) on a **call-in basis** from **December 1st to March 31st**, (Leaf and Yard Waste off-season) excluding the two week Christmas Tree collection period in January
- **Weekly** collection of Bulky Item waste materials (**recyclables**) on a **call-in basis all year round**
- **Weekly** collection of Bulky Item (**non-recyclable**) on a **call in basis all year round**

IC&I CURBSIDE COLLECTION

Garbage Collection

- **Weekly** curbside collection of maximum 7 bags/containers of garbage, limited to 45 lbs (20 kg) per bag/container in designated downtown areas as identified in **Schedule of Attachments 2**.
- **Twice weekly** curbside collection of maximum 7 bags/containers of garbage, limited to 45 lbs (20 kg) per bag/container in designated downtown areas as identified in **Schedule of Attachments 2**.

Recyclable Materials Collection

- **Weekly** curbside collection of unlimited amounts of Recyclable Materials no greater than 45 lbs (20 kg) per container in designated downtown areas unless they are to be collected from 360L recycling Carts.
- **Bi-weekly** curbside collection of unlimited amounts of Recyclable Materials no greater than 45 lbs (20 kg) per container designated downtown areas unless they are to be collected from 360L recycling Carts.

Source Separated Organic (SSO) Waste Collection

- **Weekly** curbside collection of SSO in specified Green Carts and at locations specified by the City
- **Bi-weekly** curbside collection of SSO in specified Green Carts and at locations specified by the City

MULTI-RESIDENTIAL COLLECTION

Recyclable Materials Collection

The City is seeking proposals for the following service:

- **Weekly** collection of 360L (95 gallon) recycling carts from identified multi-residential properties
- **Bi-weekly** collection of 360L (95 gallon) recycling carts from identified multi-residential properties



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Source Separated Organic (SSO) Waste Collection

- **Weekly** collection of 242L (65 gallon) organic carts from identified multi-residential properties
- **Bi-weekly** collection of 242L (65 gallon) organic carts from identified multi-residential properties

PRIVATELY OWNED CONDOMINIUMS

Garbage Collection

- **Weekly** curbside collection of 2 bags/containers limited to 45 lbs (20 kg) per bag/container. Additional bags affixed with the appropriate bag tags can be collected beyond the 2 bag/container limit.
- **Bi-weekly** curbside collection of 4 bags/containers limited 45 lbs (20 kg) per bag/container. Additional bags affixed with the appropriate bag tags can be collected beyond the 4 bag/container limit.

Recyclable Materials Collection

- **Weekly** curbside collection of unlimited amounts of Recyclable Materials no greater than 45 lbs (20 kg) per container.
- **Bi-weekly** curbside collection of unlimited amounts of Recyclable Materials no greater than 45 lbs (20 kg) per container.

Source Separated Organic (SSO) Waste Collection

- **Weekly** curbside collection of SSO in specified Green Carts and at all locations specified by the City
- **Bi-weekly** curbside collection of SSO in specified Green Carts and at all locations specified by the City

BUS SHELTERS

- **Weekly** collection of Garbage from receptacles at bus shelters.
- **Twice Weekly** collection of Garbage from receptacles at bus shelters.

5.2.4 Exceptions

Where applicable, Proponents should indicate the price adjustment, either extra (“+”) or credit (“-”) in dollars per tonne, which the City will consider in its evaluation and upon which it may base subsequent Contract negotiations, if any, with the Proponent.

5.3 Proposal Evaluation Process

5.3.1 Proposal Evaluation Criteria & Scoring

The proposal will include:



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1. Mandatory requirements
2. A Service Proposal that demonstrates understanding of the scope and particulars of the requested work, and should clearly address the evaluation criteria: and;
3. In a separate envelope, a Financial Proposal that addresses the RFP requirements.

A total of 100 available points will be allocated to the Proposal as presented in Table 5-2. The following table outlines the detailed evaluation criteria for the information submitted in Envelope One and Envelope Two:

Table 5-2: Proposal Evaluation Criteria & Scoring

Envelope One: Service Proposal	Weight/Value
Performance Deposit	Pass/Fail
Agreement to Bond	Pass/Fail
Agreement to Provide Irrevocable Standby Letter of Credit	Pass/Fail
Statutory Declaration and Addendum/Addenda Acknowledgement	Pass/Fail
Environmental Compliance Approval/Certificates of Approval (attached)	Pass/Fail
Company Profile	5
Experience and References	20
Health & Safety	10
Environmental Compliance	10
Automatic Vehicle Location/GPS Tracking Technology	10
Operating Plan	15
Method for Communications and Complaint Resolution	15
Contingency Plan	10
Environmental Considerations	5
Total Points Available – Envelope One	100
Total Weight – Envelope One	45
Envelope Two: Financial Proposal	Weight/Value
Total Weight – Envelope Two	55
Total Score Envelope One and Envelope Two	100



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Notwithstanding the fact that there is a scoring system for the criteria items noted above, it is recognized that these parameters are qualitative in nature and subject to interpretation (pass/fail criteria aside). However, it cannot be stressed enough that the City will utilize the information provided under these headings to satisfy themselves to what extent any/all of the submissions meet/exceed the necessary requirements to undertake the Work. And, notwithstanding that any Proposal may not necessarily be accepted, if the City is not satisfied that a submission does not adequately address, in whole in part the items listed in Table 5-1 above their submission their Envelope Two: Financial Proposal will not be opened and their submission will be rejected.

5.3.2 Presentation/Interview

Proponents may be invited to participate in oral presentations and interviews with members of the Select Waste Committee (SWC). These meetings, if deemed necessary, will give each Proponent an opportunity to highlight its team's experience and skills as well as to answer questions posed by members of the SWC.

5.3.3 Results of Service Proposal Evaluation

If the Service Proposal receives a score of less than 30 points, based on the technical evaluation criteria, the Proposal will not be considered further and the second sealed envelope containing **the financial Proposal, will not be opened and will be returned to the Proponent.**

If the Service Proposal receives a score of 30 points or more, based on the technical evaluation criteria, the Purchasing Agent will provide the Evaluation Committee with the sealed Financial Proposal envelopes submitted by each qualifying Proponent.

The Financial Proposal will be considered on a scale with the lowest cost Proposal rating the highest and the highest cost proposal rated the lowest and scored accordingly out of 55 points. The Proponent with the highest overall points (out of 100) will be awarded the contract.

5.5.4 Basis for Award

Notwithstanding the aforementioned, the Contract shall be awarded based on a combination of:

- technical proposition and quality;
- response to specifications, terms and conditions;
- presentations/interviews/tours; and:
- price.

5.5.5 Select Waste Committee (SWC) & Process

The RFP evaluation committee, referred to as Select Waste Committee (SWC), may consist of, but not necessarily be limited to, representatives from the City Engineering, Waste Management, Finance and Purchasing Departments, Consultants and other technical representatives at the City's sole discretion.



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If all mandatory submittals are enclosed and found to be satisfactory then members of the SWC will receive a copy of the Service Proposal in Envelope One for review. Members of the SWC will score each Proposal in accordance with the Proposal Evaluation Criteria & Scoring Table above. Representatives from Purchasing will not necessarily evaluate the submissions but rather will provide oversight to the process.

When individual team member scoring is complete the SWC will meet to jointly assess the need for a presentation/interview by Proponents. If there is determined the need for presentations/interviews the SWC will suspend further discussion of individual Proposal ratings and notify the Proponents for the purpose of scheduling a presentation.

Once presentations/interviews are complete and the results recorded and evaluated by the SWC, the SWC will reconvene to combine and average all individual member scores to get an overall score (out of 100%) for the Proposal.

Envelope Two- Financial Proposal for those Envelope One Proposals that receive a minimum score of 30 out of 45 will be opened.

The Proponent with the highest overall points (out of 100) will represent the best overall value proposition to the City and accordingly will be selected as the preferred Proponent.

6.0 Conditions of Contract

6.1 Accessibility Standards for Customer Service

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

6.2 Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)

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

6.3 Errors by Contractor

Changes, errors or mistakes made by the Contractor or the Contractor's agents, workers, or employees, either through carelessness or otherwise, shall be rectified by the Contractor, at the Contractor's expense or may be deducted from the monthly payments to the Contractor, by the City subject to Section 6.22 Payment.



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6.4 Absence of the City Representative

In the absence of the City Representative, any of the City's staff whom the City may designate to administer and enforce the Contract, shall have full power as the City Representative for this Contract.

6.5 Contractor's Supervisor Absence

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

6.6 Public Convenience & Safety

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

6.7 Fire, Loss or Damage

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

6.8 Changes to Work

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

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

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



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The City reserves the right to call competitive bids for any Additional Work.

6.9 Support & Cooperation

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

The City reserves the right to expand, undertake or enter into additional contracts pertaining to the provision of waste management services. If required, the Contractor shall properly coordinate the Contractor's Work with that of the other contractors or that performed by the City. If any part of the Contractor's Work depends for its proper execution or result upon the work of another contractor of the City, the Contractor shall report in writing immediately subject to the provisions in Section 5.2.31 Notice to the City any disputes regarding the work of such other contractor of the City as may interfere with the proper execution of the Contractor's Work.

Where the work of any other contractor of the City may affect the execution of the Work under this Contract, the Contractor shall have no claim against the City for any additional expense incurred in the execution or delay of the Contractor's Work.

It is the intent of this Contract to ensure that the Contractor delivers excellent quality in the performance of the Work and that this is evident, in the opinion of the City.

6.10 Subcontractors

The Contractor shall keep the Work under the Contractor's personal control. After award of the RFP, the Contractor will not be permitted to subcontract any portion of the Work to any Subcontractor unless approved by the City.

The fact that the Contractor is permitted to subcontract any portion of the Work as aforesaid shall not, however, relieve the Contractor of any responsibility for the proper commencement, execution and completion of the Work according to the terms of the Contract, and the Contractor shall be fully responsible for the Subcontractor and the Subcontractor's work and acts, and shall, either in person or through an accredited agent, receive all notices, communications, orders, instructions, or legal service, as if the Subcontractor was performing the Work with the Contractor's own equipment and the Contractor's own employees.

The foregoing, however, does not apply to the furnishing of material for the different parts of the Work, for which the Contractor will be held strictly responsible, and no excuse for the quality of material or for the non-delivery in good time by any Subcontractor, as affecting the progress of the Work, will be entertained

6.11 Contract Management Meetings

Meetings shall be held between the City and the Contractor to be scheduled on as close to a monthly basis as is reasonably possible for the first year of the Contract and on a quarterly basis thereafter and on a schedule agreed to at the time of Contract award. The City may



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request that the Contractor participate in additional meetings if the City deems them so required. Meetings will be used as a basis to discuss and document any alteration in the scope of Work, contract performance issues; non-compliance with the Contract, and other matters such as applicable legislation, regulations, and by-laws, as well as review customer complaints, vehicle maintenance and other matters of the Contract.

6.12 Private Property

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

6.13 Auditing of the Work

The City may arrange for periodic Audits of the Contractor's performance throughout the Contract Term.

The purpose of the Audit is to assist the City to verify that the Contractor is performing all Work and is in compliance with the Contract. The Contractor shall co-operate with the City and shall provide all reasonable access to work sites and associated Contract records.

If the City determines that the Contractor has not complied with any Contract provision then the Contractor agrees to immediately remedy this non-compliance and acknowledges that the City may exercise any provisions of this Contract regarding non-performance or other rights and remedies available in law.

6.14 Industry, Regulatory, Safety, Licensing and Other Standards

The Contractor must hold Environmental Compliance Approvals (Certificates of Approval) for a Waste Management System issued by the Ontario Ministry of the Environment before commencing work and such other licenses, regulatory approvals, or legal qualifications as may be required to enable the Contractor to lawfully perform the work. All such items shall remain in effect for the duration of this Contract.

The Contractor will have a valid Commercial Vehicle Operators Registration (CVOR) and the overall safety rating must be satisfactory (audited or unaudited). The CVOR must be maintained in this standing with the Ministry of Transportation for the duration of the Contract.

The Contractor shall at any time upon the request of the City provide evidence satisfactory to the City that the Contractor will have in place prior to the commencement of the Work all required regulatory approvals.

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



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6.15 Labour

The Contractor will abide by the hours of work and minimum wage rates for occupations involved in accordance with the regulations of the Ministry of Labour or other appropriate legislation of the Province of Ontario.

The Contractor shall keep at all times a list of names of all workers employed and a record of the rate of wages and shall from time to time, if demanded, furnish a certified copy of all pay sheets, lists, records and books, relating to the Contract, and the originals thereof shall be open at all times for examination by the City. The Contractor shall also at all times furnish and disclose any other information desired in connection with this Contract.

The Contractor represents and warrants that all employees, prior to commencing performance of the Work, are fully trained and understand the requirements of the Work to be performed. The Contractor shall forward to the City a copy of all employee names who are performing the Work along with their signature and date of training prior to commencement of the Work and as thereafter requested by the City.

The Contractor agrees that it has adopted and will maintain a policy of non-discrimination in accordance with the Ontario Human Rights Code.

The Contractor agrees that on written request from the City, it will permit access during normal business hours to its records of employment, employment advertisements, application forms, and other pertinent data and records, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of this Contract.

The Contractor shall submit to the City when requested, for security clearance, names and addresses of all individuals who will be employed under this Contract, and such employees may be subject to security checks and require security clearance before entering premises designated as a security location.

The Contractor shall inform the City of any alleged violation(s) of employment standards which its employees file with the Ministry of Labour, the Human Rights Commission or any other Provincial or Federal agency and the Contractor will inform the City of the final disposition of such cases.

6.16 Contingency Plan

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

The Contractor shall provide a written contingency plan to be submitted prior to the start of Work. The Contractor shall regularly monitor and update the contingency plan and shall notify the City within twenty-four (24) hours of any changes to the contingency plan.



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The Contractor shall implement the contingency plan where necessary or at direction of the City.

6.17 Delays

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

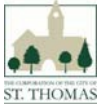
6.18 Powers of the City

The City's Representative will monitor the performance of the Contractor to ensure the provisions of the Contract are faithfully being adhered to, especially with regard to the quality of the workmanship and Equipment, and shall have the power to require the Contractor to discipline any workers for incompetence, improper customer service, drunkenness, negligence or disregarding orders. No approval or acquiescence by a designate shall be taken as, or construed to be, an acceptance of defective or improper Work, which must, in every case, be corrected whenever discovered at any stage of the Work. Orders given by the City relating to the quality of workmanship must be adhered to at once by the Contractor and the quality of Work is subject to liquidated damages set out in Section 6.27 Liquidated Damages.

6.19 Representation & Warranties of the Contractor

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

- the Contractor is a corporation validly subsisting under the laws of the jurisdiction of its incorporation. The Contractor has filed all annual returns and financial statements as required under the laws of the jurisdiction of its incorporation.
- the Contractor has the corporate power and authority to carry on business as currently carried on by it. No act or proceeding has been taken by or against the Contractor in connection with the dissolution, liquidation, winding up, bankruptcy or reorganization of the Contractor;
- the Contractor has the corporate power, authority and capacity to enter into the Contract and all other agreements and instruments to be executed by it as contemplated by the Contract and to carry out its obligations under the Contract and such other agreements and instruments. The execution and delivery of the Contract and such other agreements and instruments and the completion of the transactions contemplated by the Contract and such other agreement and instruments have been duly authorized by all necessary corporate action on the part of the Contractor;
- the execution, delivery or performance of the Contract and the fulfillment of its obligations herein do not and will not conflict with or result in a breach of:
 - any Laws and Regulations;



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- any of the terms or conditions of the constating documents of the Contractor;
- any significant agreement, document or instrument to which the Contractor is a party or by which the Contractor is bound or to which any property of the Contractor is subject;
- there is no action, suit, proceeding, claim, application, complaint or investigation in any court or before any arbitrator or before or by any regulatory body or governmental authority or non-governmental body pending or threatened by or against the Contractor which would materially affect its ability to enter into or perform its obligations pursuant to the Agreement; and, there is no factual or legal basis which could give rise to any such action, suit, proceeding, claim, application, complaint or investigation.

6.20 Representations & Warranties of the City

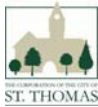
The City hereby represents, warrants, on a continuous basis, to the Contractor and acknowledges that the Contractor is entering into the Contract in reliance on such representations and warranties:

- the execution and delivery of the Contract have been authorized by the City and such authorization has not been rescinded or otherwise modified;
- the Contract has been authorized, executed and delivered by the City and constitutes a legal, valid, and binding obligation of the City, enforceable against it in accordance with its terms;
- there is no action, suit, proceeding, claim, application, complaint or investigation in any court or before any arbitrator or before or by any regulatory body or governmental authority or non-governmental body pending or threatened by or against the City which would materially affect its ability to enter into or perform its obligations pursuant to the Agreement; and, there is no factual or legal basis which could give rise to any such action, suit, proceeding, claim, application, complaint or investigation.

6.21 Safety Requirements

The City is committed to promoting health and safety in the workplace by preventing accidents, injuries and occupational illness.

All Work shall conform to the Occupational Health and Safety Act, R.S.O. 1990, c.321, as amended (hereinafter the "Act"). The Contractor shall at all times comply with the Act, Regulations, Industry Standards and Guidelines and shall be responsible for and take every precaution reasonable in the circumstances for the protection of all workers associated with the services being performed, whether employed by the Contractor, the City or a third party and for the protection of the third parties.



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The Contractor acknowledges that it has read and understood the Act, Regulations, Industry Standards and Guidelines and that it has provided training in relation to the Act, Regulations, Industry Standards and Guidelines to its supervisors and employees.

The Contractor is responsible for the health and safety of its employees and shall provide appropriate protective equipment and training as required.

In the event the Contractor deems any of its material and/or equipment to be unsafe, it shall immediately take remedial action and notify the City. The Contractor shall take all reasonable steps to protect workers and third parties from all hazards.

The Contractor shall provide the City upon request with an account of safety activities as required or requested, which shall include medical aids/lost time accidents, records of incidences and accidents, minutes of safety meetings, records of instruction and training, equipment inspections, etc. The Contractor shall maintain applicable records with respect to all health and safety instruction and training, which will include frequency and course content, and shall supply the City with such records, as required or requested.

The Contractor shall report all incidents and accidents to the Workplace Safety and Insurance Board and the Ministry of Labour, as applicable, and to the City, as required or requested.

All critical injuries, fatalities and legislated incidents shall be reported to the City immediately.

All incidents and accidents involving third parties shall be reported to the City immediately.

The Contractor shall take all reasonable precautions necessary to ensure the safety of the general public.

The Contractor shall ensure that adequate levels of supervision are provided to ensure all safety aspects. There shall be regular monitoring by the Contractor's Supervisor(s) of the employees and the Work under this Contract. The City retains the right to require greater levels of supervision, if in the view of the City, the levels of supervision are not adequate.

The Contractor shall develop and implement policies and procedures relating to the health and safety of the services and in addition shall carry out training and enforcement to ensure that employees of the Contractor and any sub-contractors know and follow the health and safety policies and procedures. The Contractor shall provide on the City's request its health and safety policies and procedures to the City for review.

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



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6.22 Payment

An invoice will be forwarded by the Contractor to City at the end of each month representing billing for the work done for the previous month and as specified in Section 6.48 Invoice Requirements. A summary report of all tipping or weight bills must be submitted with each invoice.

The City shall pay the Contractor for the number of collected stops for each calendar month at the Price per Stop. The Contractor will submit an invoice for the Service provided in the previous month.

Where the City disputes the amount of the invoice, the City shall make payment of any undisputed amounts within the time limits described herein and the dispute shall be resolved in accordance with Section 6.39 Negotiation, Mediation and Arbitration. The City may require the Contractor to reissue or separate the contents of the invoice.

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

It is understood and agreed between the Parties that under no circumstances will any additional payments be made to the Contractor which are not specifically provided for in this Contract.

All payments to the Contractor shall be made by cheque or by electronic transfer in Canadian funds unless otherwise noted.

6.23 Right to Retain Money

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

6.24 Monies Due to City

All monies payable to the City by the Contractor under any stipulation herein, or to the Workplace Safety Insurance Board, or otherwise as provided herein, may be retained out of any monies then due, or which may become due. These monies may be recovered from the Contractor or the Performance Deposit, or from any outstanding invoice payments then due. Any amounts payable to the City, outstanding beyond ninety (90) days, shall accrue interest at a rate of 1(%) percent per month, compounded monthly.

6.25 Escalation

Effective the 1st day of April, 2014, and for each subsequent year of the Contract, the Total Contract Cost to collect Garbage, Recyclable Materials, Source Separated Organics, Bulky Item Waste, Christmas Trees and Leaf and Yard Waste will be adjusted based on the Canadian Consumer Price Index (CPI) for the Province of Ontario as published by Stats Canada, for the previous twelve (12) months, all items seasonally adjusted, January over January.



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6.26 Fuel Surcharge

The Contractor can apply for a diesel fuel cost adjustment but not sooner than one full year after commencement of this Contract.

The diesel fuel cost adjustment shall be calculated by multiplying the Contractors monthly diesel fuel usage a binding projection in the Bid Price Form by the difference between the Ontario Ministry of Energy Average Monthly Diesel Fuel Cost for Southern Ontario(
<http://www.energy.gov.on.ca/en/fuel-prices/fuel-price-data/?fuel=DSL&yr=2013>) for the given month and the cost of the Average Monthly Diesel Fuel Cost for Southern Ontario in month proceeding contract commencement (February 2014).

A payment adjustment will be calculated monthly and applied to the fuel consumption for the month. The monthly invoice will include a separate line item for the fuel price index agreement.

Example

Table 6-1: Example of Fuel Payment Adjustment.

Date of Delivery	Total Litres Purchased	Purchased Fuel Cost before Tax (\$/L	Base Fuel Cost * (\$/L)	January Fuel Price Index (\$/L)	Adjustment Cost (\$)
2-Jan-12	1772.8	1.0167	0.988	1.001	23.0464
8-Jan-12	1460.1	0.978	0.988	1.001	18.9813
9-Jan-12	1514.6	1.0287	0.988	1.001	19.6898
Monthly Total	14961				194.49

** The base cost of fuel for the contract will be the value as identified on the Ministry's Fuel Price index for December of February of 2014. Example value utilized August 2011 Fuel Cost.*

A summary table in the format identified above and copies of supporting monthly fuel invoices are to be submitted at the beginning of each month for fuel purchased in the previous month.

Fuel usage for Operator owned vehicles is to be recorded and submitted each month with supporting route mileage records based on the provision of the collection contract.

Fuel adjustment shall only be applicable to fuel used in providing collection services.

6.27 Liquidated Damages

In a case that the Contractor fails to perform the Work in accordance with the terms, Conditions and Specifications of the Contract, the City shall give the Contractor notice as a written warning detailing the performance failure. Any subsequent occurrence of that same failure will result in the Contractor being assessed liquidated damages in the amounts as follows:

Table 6-2: Applicable Liquidated Damages.

Agreement Reference	Incident	Liquidated Damages
	Failure to comply with compaction ratio or weight limits	\$500/truck/incident



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	Using vehicles dedicated to use under this Agreement to collect materials from a Private Account or making collections at other locations not approved by the City of St.Thomas	\$500/ truck on the 1 st incident	\$1,000/truck on the 2 nd incident	\$1,500/truck on the 3 rd incident
	Discourtesy or inappropriate behaviour	\$500/incident		
	Failure to meet the Health & Safety Standards	\$500/ truck on the 1 st incident	\$1,000/truck on the 2 nd incident	\$1,500/truck on the 3 rd incident
	Failure to perform collections within the specified hours of work	\$500/day/per route		
	Failure to complete days' work(i.e. work carried over the following day and/or 15 or more stops missed)	\$500/ route	\$1,000/route on the 2 nd consecutive collection day	\$1,500/route on the 3 rd consecutive collection day
	Failure to meet the Record Keeping & Reporting requirements	\$500/incident		
	Failure to respond to complaints as directed by the Director (ex. Replace a damaged recycling box)	\$500/incident		
	Failure to return for Missed collection as directed by the Director for less than 15 stops miser per day	\$500/incident		
	Failure to meet the General Operating Details for Collection(ex. Improperly returned containers)	\$100/incident		
	Failure to follow off-loading procedures at any receiving facility including but not limited to the Material Recovery Facility, landfill or Composting Facilities	\$500/incident		
	Failure to clean up spillage	\$500/incident		
	Failure to meet Residue management requirements	Cost to remove and transport waste from facilities.		

In view of the difficulty of ascertaining the losses which the City will suffer by reason of delay in the performance of the said Work, it is hereby agreed upon and fixed and determined by the parties hereto as the liquidated damages that the City will suffer by reason of said delay and default, and not as a penalty; and the City 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.

In the event of delays caused by strikes on the part of the workers employed by the City, or by an act of the Council of the City, or from such other cause as, in the opinion of the City, the Contractor cannot be reasonably held responsible for, or, in the event of extra or Additional Work being ordered by the City, the City may make allowances as the City may deem fair and Reasonable, provided the Contractor applies in writing for special consideration at the time such delay occurs and satisfies the City that the Contractor is justly entitled to such consideration.



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6.28 Contract Documents & Order of Precedence

The Contract document shall consist of:

1. The executed Contract (the "Agreement")
2. Addenda to the RFP Document
3. RFP document, including its Statement of Work, Instructions to Contractors, General Conditions, Schedule of Attachments and other information provided as part of the RFP document
4. The Proponent's Proposal and any subsequent negotiated changes.

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

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

The City reserves the right to include additional terms and conditions during the process of Contract negotiations. These terms and Conditions shall be within the scope of the original RFP Document and Contract documents and shall be limited to cost, clarification, definition and administrative and legal requirements.

6.29 Compliance with Applicable Laws & Statues

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

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

The Contractor shall obtain at its own expense and shall remain in compliance with all licenses, approvals and permits and shall provide, at the request of the City, proof of all licenses, approvals and permits required by Government Departments, Ministries and Agencies, having jurisdiction over the Work set out in this Contract. Further, the Contractor shall comply with all work orders that may be issued by Government Departments, Ministries and Agencies. These approvals or work orders are incorporated by reference into this Contract and shall become part of the Contract entered into between the City and the successful Contractor, such that a breach of an approval or work order shall be deemed to be a breach of this Contract.

If the Contractor shall discover any provision in the Contract which is contrary to or inconsistent with any laws or regulations, they shall forthwith report it to the City in writing.



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6.30 Verbal Arrangements

In all cases of misunderstanding and Disputes, verbal arrangements will not be considered. The Contractor must produce written authority in support of the Contractor's contentions in accordance with General Condition, and shall advance no claim in the absence of such written authority, or use, or attempt to use, any conversation with any parties against the City or in prosecuting any claim against the City.

6.31 Interpretation

Should a dispute arise regarding the meaning or intent of the contract documents, the decision of the City shall be final.

6.32 Commencement & Completion

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

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

This Contract will commence on the 1st day of March, 2014, and continue to be in force thereafter until the end of the last collection and delivery day in February, 2021.

6.33 Indemnification & Hold Harmless Provisions

The Contractor shall indemnify and hold harmless the City and its officers, directors, members, and agents from all claims relating to labour and equipment furnished for work; and to inventions, copyrights, trademarks, patents used in doing the work and in subsequent use and operation of the work or any part thereof upon completion. In carrying out the work from commencement of the Contract until final completion the Contractor must not cause damage to any property, public or private, or to any roadways, curbs, grass plots, sodding, trees, shrubs or any other structures, works in the vicinity of the work or elsewhere and unless otherwise provided for in the Contract. Where injury or damage is done, the Contractor shall make all required repairs at its own expense in a manner directed by and to the satisfaction of the City.

The Contractor shall be responsible for any and all damages and associated costs, or costs associated with claims for damages to property, damages for injury, or accidents done or caused by its employees, servants or agents resulting from any of the Contractor's operations, or from any materials or equipment used therein, or which may happen by reason thereof, or arising from any failure, neglect or omission on its part, or on the part of its employees, to do or perform any or all of the several acts or things required to be done by the Contractor. The Contractor agrees to hold the City, its officers, directors, members, and agents harmless and indemnified for all such damages or costs, including any damages or expenses associated with



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any order, directive, or requirement of any government agency or authority exercising regulatory powers in connection with environmental or other matters that arise directly or indirectly out of or incidental to any act or omission by the contractor, its agents, officer or employees in the performance or conduct of the services under this Agreement. In cases of the Contractor's failure, neglect or omission to observe or perform, the City may, either with or without notice take such steps, procure such equipment, vehicles, plant or labour and do such work or things as it may deem advisable towards carrying out and enforcing the same and all expenses so incurred may be deducted or collected by the City under the provisions hereof any such action by the City shall not in any way relieve the Contractor or its surety from any liability under the Contract.

6.34 Notice

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

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

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

The address for the City is:

**The Corporation of the City of St. Thomas
City Hall
545 Talbot Street
St. Thomas, ON N5P 3V7**

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

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

6.35 Permits & Licenses

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



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6.36 Governing Law

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

6.37 Bribery

Should the Contractor or any of the Contractor's agents give or offer any gratuity to or attempt to bribe any member or officer of the City, the City shall be at liberty to cancel the Contract forthwith, or to take the whole or any part of the Work from the Contractor, under the same provisions as those specified in Section 5.2.37 Termination of the Agreement.

6.38 Liens

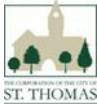
The Contractor, its surety and respective heirs, executors, administrators, successors and assigns and any of them, and all other parties in any way concerned, shall fully indemnify the City and its officers, employees, directors, members, and agents from any and all liability or expenses by way of legal costs or otherwise in respect to any claim which may be made for a lien or charge at law or in equity or to any claim or liability or attachment for debt, garnishee or other collection process.

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

6.39 Negotiations, Mediations & Arbitration

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

The City Representative shall interpret the requirements of the Contract Documents. Any and all decisions shall be given in writing unless otherwise directed by the City Representative. The Contractor shall abide by all decisions or rulings of the City Representative in respect of any matter arising from interpretations of the Contract Documents.



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If the matter in dispute is not resolved promptly, the City Representative will give such instructions as in his opinion are necessary for the proper performance of the Work and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, without prejudice to any claim they may have. The Contractor shall proceed with the Work with all due diligence in accordance with the City Representative's decision whether or not the claim may be referred to mediation or arbitration as hereinafter provided.

No act by either party shall be construed as a renunciation or waiver of any rights or recourse, provided that party has given the notices required by the Contract Documents and have carried out the instructions of the City Representative as provided above.

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

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

6.40 Termination of the Agreement

At the option of City and subject to the provisions of the Bankruptcy and Insolvency Act, the Contract, or any part thereof, may be terminated upon fourteen (14) days written notice to the Contractor, in the event that the Contractor:

- does not execute the Contract before commencing the Work
- fails to commence Work on the commencement date specified
- becomes unable to pay its debts as they generally become due
- is adjudged or adjudicated bankrupt or insolvent
- becomes subject to or requests any benefit or exemption relating to any provision or enactment concerning bankruptcy or insolvency
- breaches any term or Condition of the Contract
- abandons the Work

In the event that City terminates all or part of the Contract, it may take whatever steps it considers advisable to secure the completion of the Work and any damages or extra expenditures thereby incurred by City may be collected in the manner provided for in the Contract including forfeiture of all or a portion of the performance deposit.

The Contractor shall not be entitled to any monetary compensation of any kind resulting from the City's termination of the Contract for any reason.



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

Any representation or warranty given by the Contractor shall survive beyond termination of this Contract.

6.41 Remedies

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

The City may take such steps as deemed necessary to remedy any breach of Contract and any damages or expenditures thereby incurred by the City plus a reasonable allowance for administrative, legal, and other costs or disbursements may be collected in the manner provided for in Section 5.2.21, Right to Retain Money.

6.42 Force Majeure

Delays in or failure in the performance of either party under the Contract shall not constitute default hereunder or give rise to any claim or damages if and to the extent caused by occurrences beyond the control of the party affected, including but not limited to decrees of federal or provincial government, acts of God, fires, floods, explosions, riots, war, rebellion, sabotage and atomic or nuclear incidents ("force majeure"), but lack of finances, strikes or other concerted acts by workers, delay or failure arising out of the nature of the Work to be done, or from the normal action of the elements or from any normal difficulties which may be encountered in the performance of the Work, having regard to the nature thereof, shall in no event be deemed to be a cause beyond a party's control.

In the event that the performance of this Contract in the reasonable opinion of either party is made impossible by force majeure, then either party shall notify the other in writing and the City shall either;

- terminate this Contract forthwith and without any further payments being made; or
- authorize the Contractor to continue the performance of the Contract with such adjustments as required by the existence of the force majeure and agreed upon by both parties. In the event that the parties cannot agree upon the aforementioned adjustments, it is agreed by the parties that this Contract shall be terminated.



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6.43 Severability

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

6.44 Time of the Essence

Time shall be deemed to be of the essence in this Contract.

6.45 Forbearance

The City and the Contractor agree that forbearance by either the Contractor or the City in the enforcement of any obligations, rights or remedies pursuant to the Contract including, but not limited to, the assessment of liquidated damages or the withholding of payment, or forbearance in the identification of a breach of this Contract shall not affect the entitlement of either the City or the Contractor under the Contract to later seek enforcement of any obligations, rights or remedies pursuant to the Contract or arising from such breach.

6.46 Quantities & Measurements of Quantities

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

On an ongoing basis, the Contractor shall examine the scope of the Work, make inquiry of any details the Contractor is uncertain of and to conduct their own inspection deemed proper in order to understand any changes in the nature of the Work over time.

Materials and Work which are not specifically described or shown in the Contract Documents but the necessity of which can reasonably be considered as inferable from the Contract Documents, as determined at the sole discretion of the Commissioner, shall be performed by the Contractor at no additional cost to the City and the Contractor shall not claim extra payment therefore or an extension of the time for completion on account thereof.

6.47 Books, Accounts & Records

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



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The City may inspect and audit the books, accounts and records of the Contractor as it pertains to this Contract at any time during the period of the Contract and thereafter, as deemed necessary, and the Contractor shall supply certified copies of records as required whenever requested by the City.

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

6.48 Invoice Requirements

On all invoices, the Contractor shall provide the following information, failing which, the City may withhold payment:

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

6.49 Assignment

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

6.50 Emergency Delays & Scheduling Changes

The Contractor may be required to complete the Work on a Saturday, Sunday or Statutory Holiday if requested by the City in the case of an emergency, delivery or collection delay or a scheduling change. The Contractor will be paid only according to the Financial Proposal in the Contract.

6.51 Enurement

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



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6.52 Amendment

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

6.53 Waiver

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



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SECTION 7.0 - WASTE COLLECTION SERVICES AGREEMENT
(DRAFT ONLY)

This AGREEMENT made in triplicate, the ____ day of _____ in the year two thousand and thirteen (2013)
BETWEEN:

The Corporation of The City of St. Thomas as represented by the Mayor & Members of Council of the City of St. Thomas hereinafter
called the "CITY",
AND _____

of the in the Township, District or County of _____

and Province of _____

hereinafter called the "CONTRACTOR",

WITNESSETH that the CITY and the CONTRACTOR undertake and agree as follows:

ARTICLE A-1

The CONTRACTOR shall provide all the services and perform all the Work described in the Contract Documents titled:

**CITY OF ST. THOMAS - REQUEST FOR PROPOSAL NO. 2013-036
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The CONTRACTOR shall do and fulfill everything indicated by this Agreement.

WITNESSETH, that the CONTRACTOR, for and in consideration of the payment or payments specified in the Request for Proposal (RFP) for this Work, hereby agrees to furnish all necessary equipment, tools, supplies, labour and other means, to the satisfaction of the CITY to do all the Work as described hereafter, furnish all the materials except as herein otherwise specified, and to complete such Works in strict accordance with any and all RFP documentation as applicable, including that specified in ARTICLE A-2 as they have been identified, acknowledged and accepted in the signing of this Agreement and which form part of this present Agreement as fully and completely to all intents and purposes as though all the stipulations thereof have been embodied herein.

ARTICLE A-2

The following is an exact list of Contract Documents referred to in ARTICLE A-1, hereto annexed and signed in duplicate by both parties, which are to be read into and form part of this Agreement.

CONTRACTOR's complete Proposal Response including the following RFP sections:

- 1.0 – Introduction and Overview
- 2.0 – Background
- 3.0 – Terms of Reference
- 4.0 – Specifications
- 5.0 – Instructions to Proponents & Proposal Evaluation Process
- 6.0 - General Definitions & Conditions of Contract
- 7.0 – Waste Collection Services Agreement (Draft)
- 8.0 – Forms including Agreement to Bond, Agreement to Provide Irrevocable Letter of Credit, Form of Proposal & Service Proposal
- 9.0 - Forms – Financial Proposal
- Insurance Certificate(s) and WSIB Certificate



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ARTICLE A-3

The CONTRACTOR has provided a Performance Bond in the amount of \$50,000 from a Surety Company authorized to carry out business in the Province of Ontario and approved by the CITY. The CONTRACTOR has further provided an Irrevocable Letter of Credit in the amount of \$50,000, both guaranteeing the full and faithful performance of all obligations of the CONTRACTOR and services to be provided by the CONTRACTOR under this Agreement including, without limitation, the CONTRACTOR's indemnification obligations. The CONTRACTOR's Performance Bond shall be maintained in full force at the CONTRACTOR's expense during the term of this Agreement and shall be in a form satisfactory to the CITY's Representative. In the event of a drawing or reduction of the Performance Bond and/or Irrevocable Letter of Credit in furtherance of the CONTRACTOR's obligations hereunder, the CONTRACTOR shall restore the full value of the Performance Bond and/or Irrevocable Letter of Credit required by this Article within 10 working days of being notified by the CITY's Representative.

ARTICLE A-4

The CONTRACTOR shall protect, indemnify, defend and hold harmless the CITY, its members of Council, officers, employees and agents, and each of them, from and against any order, directive, decree, award or requirement of any governmental department, ministry or authority exercising regulatory powers in connection with environmental or other matters over the Property or against the CITY and/or all claims, actions, causes of action, demands, damages, costs, expenses (including reasonable legal fees and disbursements), liabilities, losses, other proceedings, penalties, assessments and charges arising directly or indirectly out of or incidental to any act or omission by the CONTRACTOR, its agents, officers or employees in the performance or conduct of the services under this Agreement.

ARTICLE A-5

- a) The CONTRACTOR shall comply with all applicable federal, provincial and municipal laws, by-laws and regulations in connection with the provision of the services hereunder and shall, without limitation, obtain at its expense all licences and permits so required.
- b) Forthwith upon the execution of this Agreement and from time to time as requested by the CITY's Representative, the CONTRACTOR shall provide the CITY with a certificate of good standing or equivalent from the Workplace Safety Insurance Board in connection with all persons providing services in furtherance of this Agreement.

ARTICLE A-6

This Agreement shall inure to the benefit of and be binding upon the heirs, executors, successors, administrators and permitted assigns of the parties hereto. The CONTRACTOR shall not assign or transfer any interest in this Agreement, in whole or in part, or the carrying out of any activities outlined in this Agreement on a temporary or permanent basis by sub-contractor or otherwise without the prior written consent of the CITY's Representative.

This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators and assigns of the parties hereto. The parties of this agreement agree that it is acknowledged and agreed that the relationship between the parties is based upon a special trust and confidence reposed by the CITY in the CONTRACTOR personally.

The CONTRACTOR shall not assign or transfer any interest in this Agreement or the carrying out of any activities outlined in this Agreement, without beforehand having received written consent from the CITY. This includes the temporary use of Sub-contractors.

ARTICLE A-7

The CITY of St. Thomas agrees to pay the CONTRACTOR, in lawful money of Canada in accordance with the fee schedule included in these Contract Documents.



**CORPORATION OF THE CITY OF ST. THOMAS
REQUEST FOR PROPOSAL NO. 2013-036
WASTE COLLECTION SERVICES**

SECTION 8.0 – FORM OF PROPOSAL - DECLARATION

ONE SIGNED ORIGINAL OF THIS FORM OF PROPOSAL MUST BE INCLUDED IN YOUR SUBMISSION

**THIS PROPOSAL IS SUBMITTED BY _____
TO THE CITY OF ST. THOMAS**

**1. I _____
OF _____**

DECLARE that no person, firm or corporation other than the one whose signature or the signature of whose proper officers and the seal is or are attached below has any interest in this Proposal or in the Contract proposed to be taken.

2. I FURTHER DECLARE that this Proposal is made without any connection knowledge, comparison of figures or arrangement with any other company, firm or person making a Proposal for the same project and is in all respects fair and without collusion or fraud.

3. I FURTHER DECLARE that no employee of the CITY or elected official is or will become interested directly or indirectly as a contracting part or otherwise in the performance of the contract or in the supplies, work or business to which it relates or in any portion of the profits thereof, or in any such supplies to be used therein or in any of the monies to be derived therefrom.

4. I FURTHER DECLARE that the several matters stated in the said Proposal are in all respects true.

5. I FURTHER DECLARE that I have carefully examined the entire Request for Proposal and hereby acknowledge the same to be part and parcel of any contract to be let for the services of the project therein described or defined and do all the Work and to provide the services of the project mentioned at the fees/prices as stated in my Financial Proposal submission.

6. I FURTHER DECLARE that I have a clear understanding of all the Work involved in this contract.

7. I FURTHER DECLARE that this offer is to continue open to acceptance until the formal Contract is executed by the successful Proponent for the said project OR for a period of ninety (90) days after the closing date, whichever first occurs and that the CITY may, at any time, within that period, without notice, accept this Proposal whether any other Proposal has been previously accepted.

8. I FURTHER DECLARE that the awarding of the Contract based on this Request for Proposal by the CITY shall be an acceptance of this Proposal.

9. I FURTHER DECLARE that in the event of default or failure on our part, that the CITY shall be at liberty to advertise for new Proposals, or to carry out the works in any other way they deem best, and also agree to pay to the said CITY the difference between this Proposal and any greater sum which the said CITY may expend or incur by reason of such default or failure or by reason of such action as aforesaid, on their part, including the cost of any advertisement for new Proposals; and to indemnify and save harmless the said CITY and their officers from all loss, damage, cost charges and expenses which they may suffer or be put to by reason of any such default or failure on our part.

10. I HAVE RECEIVED and allowed for **ADDENDA NUMBER _____** in preparing my Proposal.
(Insert #'s or "NONE")

(COMPANY NAME) (SIGNATURE) / (PRINT NAME)

(ADDRESS) (TITLE)

(POSTAL CODE) (WITNESS)

_____, 2013
(PHONE NO.) (FAX NO.) (DATED)



**CORPORATION OF THE CITY OF ST. THOMAS
REQUEST FOR PROPOSAL NO. 2013-036
WASTE COLLECTION SERVICES**

SECTION 8.1 – AGREEMENT TO BOND

**

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.....

**

.....

.....

Date:,2013

Request for Proposal No. 2013-036

THE CORPORATION OF THE CITY OF ST. THOMAS

Dear Sir:

Re: Waste Collection Services

In consideration of THE CORPORATION OF CITY OF ST. THOMAS (hereinafter referred to as the "CITY") accepting the RFP of and executing an Agreement with:

.....

(hereinafter referred to as "the CONTRACTOR") for the performance of services: Waste Collection Services, subject to the express conditions that the CITY receive the Performance Bond in accordance with the said RFP, we the undersigned hereby agree with the CITY to become bound to the CITY as surety for the CONTRACTOR in:



**CORPORATION OF THE CITY OF ST. THOMAS
REQUEST FOR PROPOSAL NO. 2013-036
WASTE COLLECTION SERVICES**

- a Performance Bond, which may be in the form of an Annual Renewable Bond in the amount equal to \$50,000 in accordance with the said Contractor, and we agree to furnish the CITY with said Bond within fifteen (15) days after notification of the acceptance of the said RFP and execution of the said Agreement by the CITY has been mailed to us.

Yours very truly,

.....

(Seal)

This Agreement to Bond must be executed on behalf of the Surety Company by its authorized officers under the company's corporate seal.

The wording contained in this Form of Agreement to Bond must be strictly adhered to, should the CONTRACTOR's Surety Company prefer the use of his corporate forms.

**THIS FORM OR ACCEPTABLE ALTERNATIVE
MUST BE USED AND ATTACHED TO RFP**

****** Enter the name and address of the Surety Company at the top of the page.



**CORPORATION OF THE CITY OF ST. THOMAS
REQUEST FOR PROPOSAL NO. 2013-036
WASTE COLLECTION SERVICES**

**SECTION 8.2 – AGREEMENT TO PROVIDE IRREVOCABLE
STANDBY LETTER OF CREDIT**

**

.....

.....

**

.....

.....

Date:,2013

Request for Proposal No. 2013-036

THE CORPORATION OF THE CITY OF ST. THOMAS

Dear Sir:

Re: Waste Collection Services

In consideration of THE CORPORATION OF CITY OF ST. THOMAS (hereinafter referred to as the "CITY") accepting the RFP of and executing an Agreement with:

.....

(hereinafter referred to as "the CONTRACTOR") for the performance of services: Waste Collection Services, subject to the express conditions that the CITY receive the Irrevocable Standby Letter of Credit in accordance with the said RFP, we the undersigned hereby agree with the CITY to become bound to the CITY for the CONTRACTOR in:

- provision of an Irrevocable Standby Letter of Credit in the amount of \$50,000 in accordance with the said CONTRACTOR and we agree to furnish the CITY with said Irrevocable Standby Letter of Credit within fifteen (15) days after notification of the acceptance of the said RFP and execution of the said Agreement by the CITY has been mailed to us.



**CORPORATION OF THE CITY OF ST. THOMAS
REQUEST FOR PROPOSAL NO. 2013-036
WASTE COLLECTION SERVICES**

AND

- will authorize the CITY to draw on the _____ **(bank)** for the account of _____ (CONTRACTOR) up to an aggregate amount of CDN (\$50,000)
- Fifty Thousand Dollars of lawful money of Canada available on demand.

- Pursuant to the request of our customer _____ we, _____ will establish and provide to the CITY an Irrevocable Standby Letter of Credit in the CITY's favor which may be drawn on by the CITY at any time and from time to time upon written demand for payment made upon us by the CITY, which demand we shall honour without enquiring whether the CITY has the right as between the CITY and our said customer to make such demand, and without recognizing any claim of our said customer or objection by it to payment by us.

- Provided, however, that the Corporation of the City of St. Thomas is to certify to _____ **(bank)** at such a time as a written demand for payment is made upon _____ **(bank)**, that monies are drawn pursuant to an agreement between _____ (CONTRACTOR) and the Corporation of the City of St. Thomas for Waste Collection Services.

- This Irrevocable Standby Letter of Credit will continue up to February 28, 2021 and is subject to the following conditions.
 - It is a condition of this Letter of Credit that it shall be deemed to be automatically extended without amendment for one year from the present or any future expiration date hereof, unless thirty (30) days prior to any such date we shall notify **Director of Environmental Services & CITY Engineer, PO Box 520, CITY Hall Annex, 545 Talbot Street, St. Thomas, ON N5P 3V7** in writing by registered mail or courier that we elect not to consider this Letter of Credit renewed for any such additional period. Upon receipt by the CITY of such notice, the CITY may draw hereunder by means of the CITY's demand accompanied by the CITY's written certification as noted above.
 - Partial drawings are permitted.
 - Any bills drawn or payment made hereunder shall be in favour of the Corporation of the City of St. Thomas.

Yours very truly,

.....
(Seal)

The wording contained in this Form of Agreement to provide an Irrevocable Standby Letter of Credit must be strictly adhered to, should the CONTRACTOR's Bank prefer the use of his corporate forms.

**THIS FORM OR ACCEPTABLE ALTERNATIVE
MUST BE USED AND ATTACHED TO RFP**

** Enter the name and address of the bank at the top of the page.



**CORPORATION OF THE CITY OF ST. THOMAS
REQUEST FOR PROPOSAL NO. 2013-036
WASTE COLLECTION SERVICES**

SECTION 8.3 – SERVICE PROPOSAL

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

IMPORTANT: Please complete all information on the Forms provided as requested. This Form has been provided in a format for completion such that additional page(s) may be added but the Proponent is cautioned (to be sufficiently detailed but) to be succinct.

List of Attachments

Please identify any attachments to the Service Proposal:

1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	



**CORPORATION OF THE CITY OF ST. THOMAS
REQUEST FOR PROPOSAL NO. 2013-036
WASTE COLLECTION SERVICES**

Service Proposal Questionnaire

1. Experience and Qualifications

1.A Company Profile and Details

Correct Legal Name of the Proponent	
Name: Title: Telephone Number of the Proponent's Primary Representative:	
Full Address of the Proponent	
Principle Business of the Proponent	
Name of the Proposed Project/Operations Manager	
Company Details; officers, size, number of employees, office locations, number of years in business	

1.B Subcontractor(s) (IF ANY)*

Correct Legal Name of Subcontractor (s)	<i>*Indicate with N/A if not applicable</i>
Name: Title: Telephone Number: of the Subcontractor(s) Primary Representative	
Full Address of the Subcontractor (s)	
Principle Business of the Subcontractor	



**CORPORATION OF THE CITY OF ST. THOMAS
REQUEST FOR PROPOSAL NO. 2013-036
WASTE COLLECTION SERVICES**

Company Details; officers, size, number of employees, office locations, number of years in business	

1.C Financial Capacity to Undertaken the Work

In accordance with Section 5.2.2 of the RFP **attach annual financial statements** or other permitted submittals to satisfy the City as specified.

2. Experience & References

2A. Experience

Please describe your experience in undertaking collection services as specified in the RFP Document:	
Curbside Garbage Collection	
Curbside Organics Collection	
Curbside Recycling Collection	



**CORPORATION OF THE CITY OF ST. THOMAS
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WASTE COLLECTION SERVICES**

Please describe your experience in undertaking collection services as specified in the RFP Document:	
Multi-Residential Source Separated Organics Collection	
Multi-Residential Recycling Collection	
Leaf and Yard Waste Collection	
Bulky Item Collection	



CORPORATION OF THE CITY OF ST. THOMAS
REQUEST FOR PROPOSAL NO. 2013-036
WASTE COLLECTION SERVICES

2B. References

Please describe the following for three (3) past and/or current contracts:					
Client	Value & Size	Duration (months/years)	Location	Collection Methods (vehicles/number of streams collected)	Reference (Contact Information)



CORPORATION OF THE CITY OF ST. THOMAS
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Please describe the following for three (3) past and/or current contracts:					
Client	Value & Size	Duration (months/years)	Location	Collection Methods (vehicles/number of streams collected)	Reference (Contact Information)



CORPORATION OF THE CITY OF ST. THOMAS
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3. Health & Safety

Please provide a copy of your Health & Safety policy (IF ONE) and describe H&S training for employees as it relates to the provision of Work described in the RFP:

Please describe any Orders/charges/violations by the Ministry of Labour as the result of any contravention of the Ontario Health and Safety Act over the past five (5) years. If none, specify none.



CORPORATION OF THE CITY OF ST. THOMAS
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4. Environmental Compliance

Please describe any Orders/charges/violations by the Ministry of Environment the result of any contravention of the Environmental Protection Act over the past five (5) years. If none, specify none. **(attach ECA).**

5. Facilities, Vehicles & Equipment

Describe contract supervision/district staff/truck maintenance facilities, storage and office locations to be used to undertake the Work.



**CORPORATION OF THE CITY OF ST. THOMAS
REQUEST FOR PROPOSAL NO. 2013-036
WASTE COLLECTION SERVICES**

Please describe the number of collection vehicles that will be used and the type of vehicles/equipment that would be used to carry out the Work – describe intended method of collection for each waste stream to be collected. **(attach spec data sheets).**

Please describe the compartment capacity of collection vehicles and compaction ratio by waste stream **noting maximum allowable for compaction of Recyclable Materials as specified in Section 4.2.2 of the RFP :**



CORPORATION OF THE CITY OF ST. THOMAS
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WASTE COLLECTION SERVICES

Please describe proposed number of spare vehicles, any other equipment necessary to carry out the proposed Work:

Please describe supporting rationale/calculations to support the number of vehicles/vehicle routinely required, calculations to support management of seasonal tonnage increases:

6. GPS Tracking System

Describe AVL/GPS Tracking technology sufficiently to confirm adequacy to meet specifications described in Section 4.2.4 of the RFP.



CORPORATION OF THE CITY OF ST. THOMAS
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7. Operating Plan

Please describe your vehicle maintenance schedule/plan.

Provide proposed days for collection, daily start and finish times, proposed routing of trucks for Single Family and IC&I locations as specified and for Multi-Residential collection; for Recyclable Materials, SSO and Garbage collection considering location of Designated Facilities for each waste stream and their operating hours.



CORPORATION OF THE CITY OF ST. THOMAS
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Please describe proposed days for collection, daily start and finish times, proposed routing of trucks for curbside collection of bulky item waste material and seasonal yard waste collection and Christmas Trees from single family locations.

Please describe how the proposed trucks are capable of managing roads in the City with width restrictions.



CORPORATION OF THE CITY OF ST. THOMAS
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Please describe handling of unacceptable materials procedure for Garbage, SSO, Recyclable Materials, Bulky Item Waste, Seasonal Leaf and Yard Waste, Christmas Trees.

8. Communications & Complaints

Please describe method(s) of regular communication with the City so the City will stay informed about collection matters arising, intended routing changes, other service changes, alterations and the like.
Please describe procedures to manage a direct complaint by a resident or business e.g., to collection staff and to your customer service/dispatch or other office.



CORPORATION OF THE CITY OF ST. THOMAS
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Describe your after-hours response procedure/protocol.

9. Contingency Plan

Please describe your Company contingency plan for each of a short-term (e.g. number of days) and a larger scale/longer term business interruption e.g., work stoppage.



CORPORATION OF THE CITY OF ST. THOMAS
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10. Environmental Considerations

Please describe any environmental considerations/benefits (green fleet initiatives, alternative fuels, methods of increasing diversion of recyclable materials, other).



**CORPORATION OF THE CITY OF ST. THOMAS
REQUEST FOR PROPOSAL NO. 2013-036
WASTE COLLECTION SERVICES**

EXCEPTIONS TO THE RFP

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

Proponents are advised that if they take exception to any of the requirements of this RFP, they shall, in their submission, state the nature of any exceptions proposed and must thoroughly describe them in their Proposal in this section entitled "Exceptions". Only exceptions noted in this section and designated format will be considered by the City. Any other exceptions, whether stated or implied, will not be considered by the City and the corresponding requirements of this RFP will be deemed to apply. The City may accept, reject or negotiate any proposed exception at its sole discretion. **Any exceptions will be stated in this Service Proposal. No financial impacts associated with an exception(s) will be provided in Envelope #1.**

**Indicate with N/A if not applicable*



CORPORATION OF THE CITY OF ST. THOMAS
REQUEST FOR PROPOSAL NO. 2013-036
WASTE COLLECTION SERVICES

SECTION 9.0 – FINANCIAL PROPOSAL

The Financial Proposal **must be** submitted in a separate and sealed envelope, **clearly marked as specified in Section 5.0.**

Fees Quoted shall be exclusive of HST

Proponents must complete the following tables. Pricing is MANDATORY for all services identified below. Submitted by:

Proponent:	
Address:	
TO:	<i>The Corporation of the City of St. Thomas, 545 Talbot Street, St. Thomas Ontario, N5P 3V7</i>

Table 1 – Service Provision Levels for Single and Multi-Residential Collection

	Estimated Number of Units	Number of Weeks	Cost	Total Annual Cost
SERVICE PROVISION COMBINATION #1 – SINGLE AND MULTI-RESIDENTIAL COLLECTION				
Cost per stop				
<i>WEEKLY <u>Single</u> Family Curbside Garbage Collection</i>	13,089	52		
<i>BI-WEEKLY <u>Single</u> Family Curbside Source Separated Organics Collection</i>	13,089	26		
<i>BI-WEEKLY <u>Single</u> Family Curbside Recyclable Materials Collection</i>	13,089	26		
Cost per lift				
<i>BI-WEEKLY <u>Multi-Residential</u> Curbside Source Separated Organics Materials Collection</i>	1698	26		



CORPORATION OF THE CITY OF ST. THOMAS
REQUEST FOR PROPOSAL NO. 2013-036
WASTE COLLECTION SERVICES

	Estimated Number of Units	Number of Weeks	Cost	Total Annual Cost
<i>BI-WEEKLY <u>Multi-Residential</u> Curbside Recyclable Materials Collection</i>	1698	26		
Combination #1 Total				
SERVICE PROVISION COMBINATION #2 - SINGLE AND MULTI-RESIDENTIAL COLLECTION				
Cost per Stop				
<i>BI-WEEKLY <u>Single Family</u> Curbside Garbage Collection</i>	13,089	26		
<i>WEEKLY <u>Single Family</u> Curbside Recyclable Materials Collection</i>	13,089	52		
<i>WEEKLY <u>Single Family</u> Curbside Source Separated Organics Collection</i>	13,089	52		
Cost per Lift				
<i>WEEKLY <u>Multi-Residential</u> Curbside Source Separated Organics Materials Collection</i>	1698	52		
<i>WEEKLY <u>Multi-Residential</u> Curbside Recyclable Materials Collection</i>	1698	52		
Combination #2 Total				
SERVICE PROVISION COMBINATION #3 - SINGLE AND MULTI-RESIDENTIAL COLLECTION				
Cost per Stop				
<i>BI-WEEKLY <u>Single Family</u> Curbside Garbage Collection</i>	13,089	26		
<i>WEEKLY <u>Single Family</u> Curbside Source Separated Organics Collection</i>	13,089	52		
<i>BI-WEEKLY <u>Single Family</u> Curbside Recyclable Materials Collection</i>	13,089	26		
Cost per Lift				
<i>WEEKLY <u>Multi-</u></i>	1698	52		

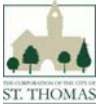


**CORPORATION OF THE CITY OF ST. THOMAS
REQUEST FOR PROPOSAL NO. 2013-036
WASTE COLLECTION SERVICES**

	Estimated Number of Units	Number of Weeks	Cost	Total Annual Cost
<u>Residential Curbside Source Separated Organics Materials Collection</u>				
<u>BI-WEEKLY Multi-Residential Curbside Recyclable Materials Collection</u>	1698	26		
Combination #3 Total				

Table 2 – Service Provision Levels for Privately Owned Condominiums

	Estimated Number of Units	Number of Weeks	Cost	Total Annual Cost
SERVICE PROVISION COMBINATION #1 – PRIVATELY OWNED CONDOMINIUM COLLECTION				
Cost per stop				
<u>WEEKLY Privately Owned Condominium Curbside Garbage Collection</u>	393	52		
<u>BI-WEEKLY Privately Owned Condominium Curbside Source Separated Organics Collection</u>	393	26		
<u>BI-WEEKLY Privately Owned Condominium Curbside Recyclable Materials Collection</u>	393	26		
Combination #1 Total				
SERVICE PROVISION COMBINATION #2 - PRIVATELY OWNED CONDOMINIUM COLLECTION				
Cost per Stop				
<u>BI-WEEKLY Privately Owned Condominium Curbside Garbage Collection</u>	393	26		
<u>WEEKLY Privately Owned Condominium</u>	393	52		

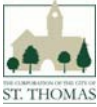


**CORPORATION OF THE CITY OF ST. THOMAS
REQUEST FOR PROPOSAL NO. 2013-036
WASTE COLLECTION SERVICES**

	Estimated Number of Units	Number of Weeks	Cost	Total Annual Cost
<i>Curbside Recyclable Materials Collection</i>				
<i><u>WEEKLY Privately Owned Condominium Curbside Source Separated Organics Collection</u></i>	393	52		
Combination #2 Total				
SERVICE PROVISION COMBINATION #3 – PRIVATELY OWNED CONDOMINIUM COLLECTION				
Cost per Stop				
<i><u>BI-WEEKLY Privately Owned Condominium Curbside Garbage Collection</u></i>	393	26		
<i><u>WEEKLY Privately Owned Condominium Curbside Source Separated Organics Collection</u></i>	393	52		
<i><u>BI-WEEKLY Privately Owned Condominium Curbside Recyclable Materials Collection</u></i>	393	26		
Combination #3 Total				

Table 3 – Service Provision Levels for the IC&I Sector

	Estimated Number of Units	Number of Weeks	Cost per Stop	Total Annual Cost
SERVICE PROVISION COMBINATION #1 – IC&I COLLECTION				
<i><u>TWICE-WEEKLY IC&I Sector Curbside Garbage Collection (7 bag limit)</u></i>	350	104		
<i><u>WEEKLY IC&I Sector Curbside Recyclable Materials Collection</u></i>	350	52		
Combination #1 Total				
SERVICE PROVISION COMBINATION #2 – IC&I COLLECTION				



**CORPORATION OF THE CITY OF ST. THOMAS
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	Estimated Number of Units	Number of Weeks	Cost per Stop	Total Annual Cost
<i>TWICE-WEEKLY <u>IC&I</u> Sector Curbside Garbage Collection (7 bag limit)</i>	<i>350</i>	<i>104</i>		
<i>BI-WEEKLY <u>IC&I</u> Sector Curbside Recyclable Materials Collection</i>	<i>350</i>	<i>26</i>		
<i>WEEKLY <u>IC&I</u> Sector Curbside Organic Materials Collection</i>	<i>350</i>	<i>52</i>		
<i>Combination #2 Total</i>				
SERVICE PROVISION COMBINATION #3 – IC&I COLLECTION				
<i>TWICE-WEEKLY <u>IC&I</u> Sector Curbside Garbage Collection (7 bag limit)</i>	<i>350</i>	<i>104</i>		
<i>BI-WEEKLY <u>IC&I</u> Sector Curbside Recyclable Materials Collection</i>	<i>350</i>	<i>26</i>		
<i>TWICE-WEEKLY <u>IC&I</u> Sector Curbside Organic Materials Collection</i>	<i>350</i>	<i>104</i>		
<i>Combination #3 Total</i>				

Table 4 – Service Provision Levels for Leaf and Yard Waste and Christmas Tree Collection

	Estimated Number of Units	Number of Weeks	Cost per Stop	Total Annual Cost
SERVICE PROVISION OPTIONS - LEAF AND YARD WASTE COLLECTION				
<i>SIX WEEKS LEAF AND YARD WASTE COLLECTION (September - November)</i>	<i>13,089</i>	<i>6</i>		
<i>SIX WEEKS LEAF AND YARD WASTE COLLECTION (September - November)</i>	<i>13,089</i>	<i>6</i>		
<i>SIX WEEKS LEAF</i>	<i>13,089</i>	<i>6</i>		



**CORPORATION OF THE CITY OF ST. THOMAS
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AND YARD WASTE COLLECTION (April - June)				
Bi-Weekly LEAF AND YARD WASTE COLLECTION (April to November)	13,089	35		
SERVICE PROVISION OPTION #1 - CHRISTMAS TREE COLLECTION				
TWO WEEK CHRISTMAS TREE COLLECTION (January)	13,089	2		

Table 5 – Service Provision Levels for Bus Shelters

	NUMBER OF WEEKS	COST PER STOP
SERVICE PROVISION OPTION #1 – BUS SHELTERS COLLECTION		
WEEKLY <u>Bus Shelters</u> Garbage Collection	52	
SERVICE PROVISION OPTION #2 – BUS SHELTERS COLLECTION		
TWICE-WEEKLY <u>Bus Shelters</u> Garbage Collection	104	

Table 6 – Service Provision Levels for Bulky Item Collection

	NUMBER OF WEEKS	COST PER STOP
SERVICE PROVISION OPTIONS – BULKY ITEM COLLECTION		
WEEKLY Bulky Item Collection <u>Single Family</u> – call in basis	52	
WEEKLY Bulky Item Collection <u>Multi- Residential</u> – call in basis	52	
WEEKLY Bulky Item Collection <u>Single Family</u> – December - May	20	
WEEKLY Bulky Item Collection <u>Multi- Residential</u>	52	



**CORPORATION OF THE CITY OF ST. THOMAS
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The number of units for the purposes of pricing used in this form are based on City of St. Thomas 2011 data and in no way indicative or meant to be indicative of the number of units that may require servicing at the time of Contract commencement nor throughout the term of Contract. They are utilized here for bid comparison purposes only.

EXCEPTIONS TO THE RFP

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

Proponents are advised that if they take exception to any of the requirements of this RFP, they shall, in their submission, state the nature of any exceptions proposed and must thoroughly describe them in their Proposal in this section entitled "Exceptions" in their Service Proposal in Envelope #1.

If applicable the Proponent should indicate the price adjustment, either extra ("+") or credit ("-") in dollars per tonne because of the noted exception(s), which the City will consider in its evaluation and upon which it may base subsequent Contract negotiations, if any, with the Proponent.

**Indicate with N/A if not applicable*

(Signature)

Date

(Printed Name)

(Name of Company)

I have authority to bind the Company.



**CORPORATION OF THE CITY OF ST. THOMAS
REQUEST FOR PROPOSAL NO. 2013-036
WASTE COLLECTION SERVICES**

Schedule of Attachments

1. List of Residential Properties 2-6 Dwelling Units and Map of Residential Properties 2-6 Dwelling Units
2. Alleys Between Stanley Street and Alma Street
3. Multi-Residential Properties and Privately Owned Condominiums
4. Waste Collection Schedule
5. Road Surface Widths Less than or Equal to 6 Metres
6. New Development Areas
7. Non-Serviced Industrial Area
8. Bus Shelter Locations
9. Schedule A of By-law No.94-2010



CORPORATION OF THE CITY OF ST. THOMAS
REQUEST FOR PROPOSAL NO. 2013-036
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SECTION 9.0 – FINANCIAL PROPOSAL

The Financial Proposal must be submitted in a separate and sealed envelope, clearly marked as specified in Section 5.0.

Fees Quoted shall be exclusive of HST

Proponents must complete the following tables. Pricing is MANDATORY for all services identified below. Submitted by:

Proponent:	
Address:	
TO:	<i>The Corporation of the City of St. Thomas, 545 Talbot Street, St. Thomas Ontario, N5P 3V7</i>

Table 1 – Service Provision Levels for Single and Multi-Residential Collection

	Estimated Number of Units	Number of Weeks	Cost	Total Annual Cost
SERVICE PROVISION COMBINATION #1 – SINGLE AND MULTI-RESIDENTIAL COLLECTION				
Cost per stop				
WEEKLY <u>Single Family</u> Curbside Garbage Collection	12,696	52		
BI-WEEKLY <u>Single Family</u> Curbside Source Separated Organics Collection	12,696	26		
BI-WEEKLY <u>Single Family</u> Curbside Recyclable Materials Collection	12,696	26		
Cost per lift				
BI-WEEKLY <u>Multi-Residential</u> Curbside Source Separated Organics Materials	1698	26		



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	Estimated Number of Units	Number of Weeks	Cost	Total Annual Cost
<i>Collection</i>				
<i>BI-WEEKLY <u>Multi-Residential</u> Curbside Recyclable Materials Collection</i>	<i>1698</i>	<i>26</i>		
<i>Combination #1 Total</i>				
SERVICE PROVISION COMBINATION #2 - SINGLE AND MULTI-RESIDENTIAL COLLECTION				
Cost per Stop				
<i>BI-WEEKLY <u>Single Family</u> Curbside Garbage Collection</i>	<i>12,696</i>	<i>26</i>		
<i>WEEKLY <u>Single Family</u> Curbside Recyclable Materials Collection</i>	<i>12,696</i>	<i>52</i>		
<i>WEEKLY <u>Single Family</u> Curbside Source Separated Organics Collection</i>	<i>12,696</i>	<i>52</i>		
Cost per Lift				
<i>WEEKLY <u>Multi-Residential</u> Curbside Source Separated Organics Materials Collection</i>	<i>1698</i>	<i>52</i>		
<i>WEEKLY <u>Multi-Residential</u> Curbside Recyclable Materials Collection</i>	<i>1698</i>	<i>52</i>		
<i>Combination #2 Total</i>				
SERVICE PROVISION COMBINATION #3 - SINGLE AND MULTI-RESIDENTIAL COLLECTION				
Cost per Stop				
<i>BI-WEEKLY <u>Single Family</u> Curbside Garbage Collection</i>	<i>12,696</i>	<i>26</i>		
<i>WEEKLY <u>Single Family</u> Curbside Source Separated Organics Collection</i>	<i>12,696</i>	<i>52</i>		
<i>BI-WEEKLY <u>Single Family</u> Curbside Recyclable Materials Collection</i>	<i>12,696</i>	<i>26</i>		



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	Estimated Number of Units	Number of Weeks	Cost Cost per Lift	Total Annual Cost
<u>WEEKLY Multi-Residential Curbside Source Separated Organics Materials Collection</u>	1698	52		
<u>BI-WEEKLY Multi-Residential Curbside Recyclable Materials Collection</u>	1698	26		
Combination #3 Total				

Table 2 – Service Provision Levels for Privately Owned Condominiums

	Estimated Number of Units	Number of Weeks	Cost	Total Annual Cost
SERVICE PROVISION COMBINATION #1 – PRIVATELY OWNED CONDOMINIUM COLLECTION				
Cost per stop				
<u>WEEKLY Privately Owned Condominium Curbside Garbage Collection</u>	393	52		
<u>BI-WEEKLY Privately Owned Condominium Curbside Source Separated Organics Collection</u>	393	26		
<u>BI-WEEKLY Privately Owned Condominium Curbside Recyclable Materials Collection</u>	393	26		
Combination #1 Total				
SERVICE PROVISION COMBINATION #2 - PRIVATELY OWNED CONDOMINIUM COLLECTION				
Cost per Stop				
<u>BI-WEEKLY Privately Owned Condominium Curbside Garbage Collection</u>	393	26		



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	Estimated Number of Units	Number of Weeks	Cost	Total Annual Cost
<i>WEEKLY <u>Privately Owned</u> Condominium Curbside Recyclable Materials Collection</i>	<i>393</i>	<i>52</i>		
<i>WEEKLY <u>Privately Owned</u> Condominium Curbside Source Separated Organics Collection</i>	<i>393</i>	<i>52</i>		
<i>Combination #2 Total</i>				
SERVICE PROVISION COMBINATION #3 – PRIVATELY OWNED CONDOMINIUM COLLECTION				
Cost per Stop				
<i>BI-WEEKLY <u>Privately Owned</u> Condominium Curbside Garbage Collection</i>	<i>393</i>	<i>26</i>		
<i>WEEKLY <u>Privately Owned</u> Condominium Curbside Source Separated Organics Collection</i>	<i>393</i>	<i>52</i>		
<i>BI-WEEKLY <u>Privately Owned</u> Condominium Curbside Recyclable Materials Collection</i>	<i>393</i>	<i>26</i>		
<i>Combination #3 Total</i>				

Table 3 – Service Provision Levels for the IC&I Sector – Downtown and on Current Residential Routes

	Estimated Number of Units	Number of Weeks	Cost per Stop	Total Annual Cost
SERVICE PROVISION COMBINATION #1 – IC&I COLLECTION				
<i>TWICE-WEEKLY <u>IC&I Sector</u> Curbside Garbage Collection (7 bag limit)</i>	<i>350</i>	<i>104</i>		
<i>WEEKLY <u>IC&I Sector</u> Curbside Recyclable</i>	<i>350</i>	<i>52</i>		



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	Estimated Number of Units	Number of Weeks	Cost per Stop	Total Annual Cost
<i>Materials Collection</i>				
<i>TWICE-WEEKLY <u>IC&I</u> Sector Public Space Garbage Bin Collection</i>	<i>50</i>	<i>104</i>		
<i>WEEKLY <u>IC&I</u> Sector Curbside Public Space Recycling Bin Collection</i>	<i>50</i>	<i>52</i>		
<i>Combination #1 Total</i>				
SERVICE PROVISION COMBINATION #2 – IC&I COLLECTION				
<i>TWICE-WEEKLY <u>IC&I</u> Sector Curbside Garbage Collection (7 bag limit)</i>	<i>350</i>	<i>104</i>		
<i>BI-WEEKLY <u>IC&I</u> Sector Curbside Recyclable Materials Collection</i>	<i>350</i>	<i>26</i>		
<i>WEEKLY <u>IC&I</u> Sector Curbside Organic Materials Collection</i>	<i>350</i>	<i>52</i>		
<i>TWICE-WEEKLY <u>IC&I</u> Sector Public Space Garbage Bin Collection</i>	<i>50</i>	<i>104</i>		
<i>BI-WEEKLY <u>IC&I</u> Sector Public Space Recycling Bin Collection</i>	<i>50</i>	<i>26</i>		
<i>Combination #2 Total</i>				
SERVICE PROVISION COMBINATION #3 – IC&I COLLECTION				
<i>TWICE-WEEKLY <u>IC&I</u> Sector Curbside Garbage Collection (7 bag limit)</i>	<i>350</i>	<i>104</i>		
<i>BI-WEEKLY <u>IC&I</u> Sector Curbside Recyclable Materials Collection</i>	<i>350</i>	<i>26</i>		
<i>TWICE-WEEKLY <u>IC&I</u> Sector Curbside Organic Materials</i>	<i>350</i>	<i>104</i>		



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	Estimated Number of Units	Number of Weeks	Cost per Stop	Total Annual Cost
<i>Collection</i>				
<i>TWICE-WEEKLY <u>IC&I</u> Sector Public Space Garbage Bin Collection</i>	<i>50</i>	<i>104</i>		
<i>BI-WEEKLY <u>IC&I</u> Sector Public Space Recycling Bin Collection</i>	<i>50</i>	<i>26</i>		
<i>Combination #3 Total</i>				

Table 4 – Service Provision Levels for the IC&I Sector – Non-Serviced Industrial Area East

	Estimated Number of Units	Number of Weeks	Cost per Stop	Total Annual Cost
SERVICE PROVISION COMBINATION #1 – IC&I COLLECTION				
<i>TWICE-WEEKLY <u>IC&I</u> Sector Curbside Garbage Collection (7 bag limit)</i>	<i>50</i>	<i>104</i>		
<i>WEEKLY <u>IC&I</u> Sector Curbside Recyclable Materials Collection</i>	<i>50</i>	<i>52</i>		
<i>Combination #1 Total</i>				
SERVICE PROVISION COMBINATION #2 – IC&I COLLECTION				
<i>TWICE-WEEKLY <u>IC&I</u> Sector Curbside Garbage Collection (7 bag limit)</i>	<i>50</i>	<i>104</i>		
<i>BI-WEEKLY <u>IC&I</u> Sector Curbside Recyclable Materials Collection</i>	<i>50</i>	<i>26</i>		
<i>WEEKLY <u>IC&I</u> Sector Curbside Organic Materials Collection</i>	<i>50</i>	<i>52</i>		
<i>Combination #2 Total</i>				
SERVICE PROVISION COMBINATION #3 – IC&I COLLECTION				
<i>TWICE-WEEKLY <u>IC&I</u> Sector Curbside Garbage Collection (7 bag limit)</i>	<i>50</i>	<i>104</i>		



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	Estimated Number of Units	Number of Weeks	Cost per Stop	Total Annual Cost
<i>BI-WEEKLY IC&I Sector Curbside Recyclable Materials Collection</i>	<i>50</i>	<i>26</i>		
<i>TWICE-WEEKLY IC&I Sector Curbside Organic Materials Collection</i>	<i>50</i>	<i>104</i>		
<i>Combination #3 Total</i>				

Table 5 – Service Provision Levels for Leaf and Yard Waste and Christmas Tree Collection

	Estimated Number of Units	Number of Weeks	Cost per Stop	Total Annual Cost
SERVICE PROVISION OPTIONS - LEAF AND YARD WASTE COLLECTION				
<i>SIX WEEKS LEAF AND YARD WASTE COLLECTION (September - November)</i>	<i>12,696</i>	<i>6</i>		
<i>SIX WEEKS LEAF AND YARD WASTE COLLECTION (September - November)</i>	<i>12,696</i>	<i>6</i>		
<i>SIX WEEKS LEAF AND YARD WASTE COLLECTION (April - June)</i>	<i>12,696</i>	<i>6</i>		
<i>Bi-Weekly LEAF AND YARD WASTE COLLECTION (April to November)</i>	<i>12,696</i>	<i>35</i>		
SERVICE PROVISION OPTION #1 - CHRISTMAS TREE COLLECTION				
<i>TWO WEEK CHRISTMAS TREE COLLECTION (January)</i>	<i>12,696</i>	<i>2</i>		



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Table 6 – Service Provision Levels for Bus Shelters

	NUMBER OF WEEKS	COST PER STOP
SERVICE PROVISION OPTION #1 – BUS SHELTERS COLLECTION		
WEEKLY <u>Bus Shelters</u> Garbage Collection	52	
SERVICE PROVISION OPTION #2 – BUS SHELTERS COLLECTION		
TWICE-WEEKLY <u>Bus Shelters</u> Garbage Collection	104	

Table 7 – Service Provision Levels for Bulky Item Collection

	NUMBER OF WEEKS	COST PER STOP
SERVICE PROVISION OPTIONS – BULKY ITEM COLLECTION		
WEEKLY Bulky Item Collection <u>Single Family</u> – call in basis	52	
WEEKLY Bulky Item Collection <u>Multi-Residential</u> – call in basis	52	
WEEKLY Bulky Item Collection <u>Single Family</u> – December - May	20	
WEEKLY Bulky Item Collection <u>Multi-Residential</u>	52	

The number of units for the purposes of pricing used in this form are based on City of St. Thomas 2011 data and in no way indicative or meant to be indicative of the number of units that may require servicing at the time of Contract commencement nor throughout the term of Contract. They are utilized here for bid comparison purposes only.

EXCEPTIONS TO THE RFP

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

Proponents are advised that if they take exception to any of the requirements of this RFP, they shall, in their submission, state the nature of any exceptions proposed and must thoroughly describe them in their Proposal in this section entitled “Exceptions” in their Service Proposal in Envelope #1.



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If applicable the Proponent should indicate the price adjustment, either extra (“+”) or credit (“-“) in dollars per tonne because of the noted exception(s), which the City will consider in its evaluation and upon which it may base subsequent Contract negotiations, if any, with the Proponent.

**Indicate with N/A if not applicable*

(Signature)

Date

(Printed Name)

(Name of Company)

I have authority to bind the Company.



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ADDENDUM NO. 2

Please be advised of the following information relating to the above noted Request for Proposal (RFP). All such changes shall become an integral part of the RFP documents.

1. The closing date for this RFP has been extended to **June 25, 2013 @ 2:00:00 p.m.**

NOTE: Addendum 3 will be issued on Monday addressing all of the questions received.

*** End of Addendum No. 2 ***

**** IMPORTANT ****

Proponents shall insert and state on the Form of Proposal – Declaration (Section 8.0), in the space provided, all addenda received during the Request for Proposal period. Alternately you may include this addendum signed, with your proposal.

Failure to acknowledge this addendum on the Form of Proposal – Declaration (Section 8.0) or failure include this addendum with your proposal response will result in your proposal being DISQUALIFIED.

Name: _____ Company: _____

Signature: _____



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ADDENDUM NO. 3

Please be advised of the following information relating to the above noted Request for Proposal (RFP). All such changes shall become an integral part of the RFP documents.

The following questions were received by the City. The City's response follows each question.

1. Can the Contractor submit a separate Service Proposal in the exact format as the RFP rather than providing a response in the spaces provided in the PDF document?

Response: Yes

2. Why do you require both an LOC and bond

Response: This is simply the City's preference and not subject to negotiation.

3. How many trucks are on the contract presently?

Response: The current service provider provides sufficient trucks and truck types to accommodate the current collection system as described in the RFP. The City has requested multiple service level options and it is solely the Proponent's responsibility to determine the fleet/number of trucks to provide the level of service specified for each service level option.

4. What is the annual value of the contract presently?

Response: The current contract is a combined disposal, organics and blue box processing and collection contract. The collection component of the contract is not separated from a cost perspective and so unavailable.

5. Is there a possibility of an extension, as there are other larger municipalities also out for tender at the same time. With most companies only having one or two staff dedicated, with enough experience to bid these tenders effectively, an extension of up to 30 days would be appreciated.

Response: Extension granted to Tuesday June 25 2013, as stated in Addendum #2. This is the latest possible date to seek Council Approval on July 15, 2013



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-
6. Page 9 section 2.4 - "The total number of units is currently 393 between 13 condominium corporations" Does that mean 13 buildings or are there more than 13 with some corporations having more than one building?

Response: This means 13 Condo corporations, Vacant Land Condominiums as they are referred to, which consist of individual condo units on private property. The Service would be a door-to-door collection along private roadways. The level of service is consistent with the level of service being requested for pricing for single family homes.

7. Page 37 SPECIALCONSIDERATION COLLECTION - 20% is an extremely high number considering the present is 0%. There would be considerably higher costs on anything over 5%. Can we get the threshold down to 5% or compensation, for anything over 5%?

Response: 20% is consistent with the City's by-law in this regard. We are prepared to seek pricing, should there be a difference, for greater than 5% and up to = to 20%. 5% or under is expected to be included in the same unit pricing provided by the Proponent in the Financial Proposal.

8. As we are from out of town, and do not have a facility yet, and have set up several other cities/municipalities using the same format, I ask, that, we not be penalized in scoring for not having a location at the time of tender!?

Response: The City is not prepared to change its relative ranking of criteria in their evaluation of the RFP.

9. TABLE 6.2 - Can we get a 60-day, or reasonable grace period from the implementaion of the contract?

Response: No. It is the expectation of the City that the successful Proponent familiarize themselves sufficiently with the Work to adequately undertake the Work at the time of the commencement of the Contract.

10. SERVICE PROPOSAL QUESTIONNAIRE(pages 88-101) Can we attach actual specs sheets of things such as trucks and GPS like an appendix?



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Response: *Yes*

11. SECTION 9 (Financial proposal) page 107 table 4 - The last three lines for pricing are all basically the same? Is this a typo?

Response: Yes, this is a formatting error. Section 9.0 (Financial Proposal) has been re-issued and is attached. Proponents shall remove Pages 103-112 and replace with the attached pages (103-113)

12. Section 2.5m Table 2-3: Contained in this table it lists the total number of Multi-Residential sites in 2011 to be 3,403 per week. However, on the bid sheets on pages 103 & 104 it lists the number of organics and recycling Multi-Residential stops as 1,698 to be collected 26 times per year. If there are in fact 3,403 per year than the bid sheet should be either 3,403 with 26 collections or 1,698 with 52 collections. Please verify which is the correct number to be used?

Response: There are 3403 Multi-residential units from an approximate 90 buildings within the City. However, the City currently collects from an estimated 50 sites containing 1698 units, therefore, pricing is based on current estimated service levels.

13. Is the Multi-Residents being collected by the route trucks or are they collected separately?

Response: Multi-residential properties that are on the recycling cart program are collected separately by a different truck. Multi-residential properties that are participating in the organics program are collected by the route truck

14. If the Multi-Residents are being collected separately what type of truck is collecting them?

Response: The City does not know what types of trucks are utilized for this collection however, it is assumed that the truck is equipped with a cart tipper.

15. Are the Multi-Residents putting out garbage for curb side collection? If not do they have front load waste service?



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Response: Almost all Multi-residential buildings utilize a front end waste service. There are a few grandfathered sites that are permitted to place waste at the curb.

16. Are the Multi-Residential collections being done curbside or are they serviced on site (drive in)?

Response: All material is to be found at the municipal curb unless a Private property agreement has been executed between the Property owner and the City.

17. What size and type of containers are the Multi-Residents using for recycling and organics?

Response: Recycling is a 95 gallon North American Cart, SSO 64 & 35 gallon European Cart

18. The RFP indicates that the Multi-Residential do not (except for 5 locations) receive waste collection. This seems odd as the City of St. Thomas deem duplexes and triplexes as Multi-Residential. We would like to know what they are doing with their waste and how is it collected?

Response: Multi-residential properties are defined by those that contain 7(seven) or more dwelling units. Duplexes and triplexes have been included in the definition of Single Family and therefore utilize the curbside collection service for waste. Please amend the definition of Multi-Residential in Section 3.0 of the RFP document to:

“Multi-Residential” shall mean a detached building containing more than six(6) dwelling units located within the City that is served by the City with the use of carts requiring automated lift by the collection vehicle and includes any and all townhouses, row-houses and condominiums, apartments that qualify for collection

19. Page 57 – Table 5-2: Proposal Evaluation Criteria & Scoring – This section does not list “Facilities, Vehicle & Equipment”. Was this criteria omitted purposely and will not require a weight/value?

Response: Reissue Table 5-2

Table 5-2: Proposal Evaluation Criteria & Scoring

Envelope One: Service Proposal	Weight/Value
Performance Deposit	Pass/Fail



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Agreement to Bond	Pass/Fail
Agreement to Provide Irrevocable Standby Letter of Credit	Pass/Fail
Statutory Declaration and Addendum/Addenda Acknowledgement	Pass/Fail
Environmental Compliance Approval/"Certificates of Approval (attached)	Pass/Fail
Company Profile	5
Experience and References	15
Health & Safety	10
Environmental Compliance	10
Facilities Vehicle and Equipment	10
Automatic Vehicle Location/GPS Tracking Technology	10
Operating Plan	15
Method for Communications and Complaint Resolution	10
Contingency Plan	10
Environmental Considerations	5
Total Points Available – Envelope One	100
Total Weight – Envelope One	45
Envelope Two: Financial Proposal	Weight/Value
Total Weight – Envelope Two	55
Total Score Envelope One and Envelope Two	100

20. Are the multi-family units collected together with the single family curbside homes for all streams?
Is this why there is no tonnage history for the multi-family dwellings?



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Response: Any Multi Family units that are collected with the single family curbside(SSO and limited garbage) the tonnage is included in Table 2-3. The Multi-family units that are collected via the cart program are collected separately with tonnage information also found in Table 2-3.

21. Are there time restrictions for the ICI customers? Could the IC&I business's also be known as the "BIA's", which generally are the downtown business's in other municipal contract.

Response: All material must to be the curb by 7am. Yes , this could be referred to as the BIA with respect to Table 3 in Section 9

22. In section 4.2.4 on page 25 in paragraph (d) it states that the GPS system must be available and accessible by the County 95% of the time. Depending on signal strength in certain areas, this may not be possible and is beyond the Contractors control. Will this be acceptable by the County?

Response: Yes. Please change any reference to "the County" to the "the City"

23. On page 34 section 4.12 it shows the hours of operation for the different facilities. With respect to closing times, will a truck be accepted right up to the closing time of that facility? In other words if a truck shows up at the landfill at 4:55, will it be allowed in?

Response: Yes. The facility clock will be considered the official time. It is up to the successful proponent to be mindful and respectful of the posted receiving hours at the receiving facilities.

24. Page 23 article 4.2.2 - refers to the allowed compaction ratio for recycling. It indicates that on the containers side we are not allowed to compact greater than a 2 to 1 ratio or 100 kg/m³. Yet it indicates on the paper side we can go as high as 2.5 to 1 or 375 kg/m³. Is there an error in the calculations? Can you please clarify?

Response: These are the compaction ratios specified by the City of London in our Processing contract

25. Page 107 – Table 4 – row 1 states "SIX WEEKS LEAF AND YARD WASTE COLLECTION (September – November)" and Row 2 states the exact same wording "SIX WEEKS LEAF AND YARD WASTE



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COLLECTION (September – November)”. Should row 2 read as “BI-WEEKLY SIX WEEKS LEAF AND YARD WASTE COLLECTION (September – November)”?

Response: Please refer to item #11 above

26. Can we get the explanation of a house count if we get to a multi residential unit and it has 3 units in that building is that 3 stops or 1. The same would be the private condos if you had 15 units in the condo is that 15 stops? Table 2.3 on Page 9 shows the Multi-Family Households as 3,403 – the pricing table uses 1,698. Can the pricing table be updated to ensure we are paid by total units not a building count?

Response: Multi-residential buildings and condominium developments that are serviced as part of the single family collection program would be considered one stop per unit and accounted for accordingly in the price sheet. However, the Multi-residential on the recycling cart program would be considered on a per lift/cart basis. Our current estimate of sites participating is 50 with an estimated 155 carts. Section 9.0 (Financial Proposal) has been re-issued and is attached. Proponents shall remove Pages 103-112 and replace with the attached pages (103-113)

27. Section 4.19 it states that the city can add special consideration collection up to 20% would the city put a cap on this for 20% seem out of the norm. At 20% this will add additional cost to the contract.

Response: Please refer to # 7 above

28. Table 2.3 on Page 9 shows the Single Family Households as 13,089 but the pricing sheets Table 1 is using 12,696 for Single Family – Can you confirm that the 13,089 in Table 2.3 includes the 393 Private Condos? If not, should pricing sheets Table 1 be changed to 13,089?

Response: Table. 2.3 does include the 393 condo units.

29. In the scope of work section – sec 4.1 it seems to indicate that garbage from the multi- family households is to be delivered to Green Lane but the pricing sheets Table 1 have neither the Multi-Family units include with the garbage line for Single Family nor a line for Garbage collection for Multi-Family. Are you amending the pricing sheets? (Pricing sheets Table 1 does include a line to



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price Multi-Family Recycling and SSO collection separately from each other and separate from the Single Family line).

Response: There is no collection of garbage at the multi-family cart locations. Garbage collected from multi-family units as part of the single family curbside will be delivered to Greenlane and it is expected that the cost is reflected in the single family per unit price.

30. With respect to Section 4.2.4 Automatic Vehicle Location/GPS Tracking Technology subsection b) regarding Frequency of Update, please clarify what is meant by "ability to pole historic records is required as necessary (preferably 5 minutes)"? if the AVL/GPS system is down, how is it able to pole historic records every five minutes? Please clarify the requirement for accessing the data in the event near real time data transfer is not available.

Response: It is expected that the equipment will function. In the event of a reasonable downtime, we accept the fact that the transfer of information will not occur.

Please add to the following Section 3.0 Definitions.

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

31. Please clarify Page 15 of the RFP section "Bulk Waste Materials" which makes mention of construction and demolition wastes being included while the by-law does not make mention of construction and demolition wastes being collected in the large item definition.

Response: Please refer to item #32 below for a list of acceptable bulky items for collection

32. Further to the question regarding the definition of Bulk items – can you provide a list of what items would be considered bulk waste and what items would be considered bulk recyclables. Many municipalities consider some or all construction debris as recyclables and ban them from landfills. Knowing what items will go in which truck will have a major impact on pricing.

Response:



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The City's intent if this portion of work is awarded is that the Bulky item collection will be a completely stand alone program from the regular residential waste collection. At the present time, the delivery location for the collected bulky non-recyclable waste would be the GreenLane Landfill with the delivery location of the collected bulky recyclable waste yet to be determined but will be within City Limits. Should the City opt to change the receiving locations for either material stream the price for collection would then be negotiable between the City and the successful Proponent.

Add to Section 5.2.3 Financial Proposal Bulky Item Waste Material Collection:

- A collection of bulky item (non- recyclable) **4 weeks** in the Spring
- A collection of bulky item (recyclable) **4 weeks** in the Spring

Acceptable Material for Bulky Non-recyclable Collection	Unacceptable Material for Bulky Non-recyclable Collection
Mattresses & Box Springs	Regular household garbage
Tables/chairs, household furniture	Construction, demolition & building materials including stone and concrete and shingles
Carpet and underpadding in rolls no longer than 6'	Hazardous waste materials (ex. Paint, propane tanks , medical waste
Non-metal plumbing fixtures(ex. Acrylic tubs/sinks)	Computers and televisions
Pool filters(no sand) and pool coverse	Scrap metal
Similar large items that cannot be broken down and placed into a standard garbage bag	Freon containing appliances
Microwaves	Tires
	Leaf and yard waste

Acceptable Recyclable materials for Bulky Item Collection
Scrap Metal
Non-Freon bearing appliances (ex. Stoves, washers dryers)

33. Page 55 of the RFP in the section "Bulky Item Waste Material Collection" mentions:
- Weekly collection of Bulky Item waste materials (non-recyclable) on a call in basis from December 1st to March 31st, (Leaf and yard Waste off-season) excluding the two week Christmas Tree collection period in January
 - Weekly collection of Bulky Item waste materials (recyclables) on a call in basis all year round
 - Weekly collection of Bulky Item (non recyclable) on a call in basis all year round



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Page 110 of addendum no.1 on table 7 "Service Provision Levels for Bulky Item Collection" has 4 points:

- WEEKLY Bulky Item Collection Single Family - call in basis
- WEEKLY Bulky Item Collection Multi Residential - call in basis
- WEEKLY Bulky Item Collection Single Family - December – May
- WEEKLY Bulky Item Collection Multi Residential

The "Bulky Item Waste Material Collection" section in the RFP does not match with the "Service Provision Levels for Bulky Item Collection" in the addendum specifically:

WEEKLY Bulky Item Collection Multi Residential from table 7 in the addendum is not mentioned on page 55 in the RFP

Will the tables be amended?

Response: Yes, Section 9.0 (Financial Proposal) has been re-issued and is attached. Proponents shall remove Pages 103-112 and replace with the attached pages (103-113)

34. In addition to the question above, the wording on Table 7 on page 110 of the addendum for the Dec to May Bulky collection does not state "call in". If this is accurate then what basis will be used to determine the stop count to pay the awarded bidder? There is some concern that with the inclusion of construction debris the stop count could climb significantly and there may need to be a clearly defined method of determining the count. As well will the successful proponent be responsible for reporting bulky waste vs. bulky recyclables for the City's diversion statistics.

Response: Please refer to item #33 above

35. If garbage is collected on a bi-weekly basis then will bulky collection take place on a bi-weekly basis as well for the purposes of efficiency?

Response: The City is seeking pricing on many different service levels and options and is looking to provide the most cost effective and efficient programs while not sacrificing level of service.



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36. With the contract start of March 1, 2014 the timeline to have new trucks is questionable. Would the city consider a new start date of June 1 ,2014. This date would guarantee new trucks for start up.

Response: No. If a delay in delivery of new vehicles occurs, the Successful Proponent may seek permission from the City to provide interim service with used vehicles for a reasonable period of time without penalty. This is solely at the City's discretion

37. Page 109, table 5 the first 2 listings for collection are the same period. Please clarify.

Response: Please refer to item #11 above

38. Clarification required for Table 2-5 projected tonnage (Status Quo)
Total Waste Generated does NOT equal the distribution between Recyclables/Organics/Garbage.
e.g

2014 projected Total Waste Generated: 13459 MT

Recycle 2,438 MT

Organics 3,413 MT

Garbage 6,569 MT

Total 12,420 MT

There is a difference of 1039 MT. Approximately 200 MT of Yard waste. (info provided by City)

What is balance of 839 MT made up of?

Response: Table 2-3 has been has been revised as noted below:

Table 2-5: Estimates of Amount of Waste Requiring Management (status quo)(tonnes)

Year	Total Waste Generated	Recyclables	Organics	Garbage
2014	12,420	2,438	3,413	6,569
2015	12,572	2,468	3,455	6,649
2016	12,727	2,499	3,497	6,731
2017	12,865	2,526	3,535	6,804
2018	13,003	2,553	3,573	6,877
2019	13,144	2,580	3,612	6,952
2020	13,147	2,581	3,613	6,953



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Year	Total Waste Generated	Recyclables	Organics	Garbage
2021	13,429	2,636	3,690	7,103

Table 2-7: Expanded Blue Box Scenario (tonnes)

Year	Total Waste Generated	Recyclables	Organics	Garbage
2014	13,433	3,652	3,478	6,303
2015	13,598	3,697	3,521	6,380
2016	13,765	3,742	3,564	6,459
2017	13,914	3,783	3,603	6,528
2018	14,064	3,823	3,642	6,599
2019	14,216	3,865	3,681	6,670
2020	14,369	3,906	3,721	6,742
2021	14,525	3,949	3,761	6,815

39. Multi Res is currently collected in 360L Recycling Carts. Is that a Single Stream recycling (container & fibre) bin? Or are the 360L carts identified as Container or Fibre?

Response: The City's recycling program is a dual stream program, therefore at each property there is a minimum of 2 carts, one each identified as Fibre and Commingle Containers.

40. Please supply any data regarding participation in the SSO and Recycling programs.

Response: This information is unavailable

41. Why is their not a collection option for Weekly garbage and weekly SSO. These are easily co-collected and is done now in many municipalities.

Response: Biweekly Garbage and weekly SSO collection is consistent with the recommendations within the City's Integrated Waste Management Master Plan



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42. The implementation of liquidate damages for materials placed in 120L, 240L and 360L containers is unreasonable due to the inability to see the materials in the containers, especially when using equipment that dumps over the top of the hopper area. After all it is the resident that is loading the materials, not the contractor and drivers can not view materials when dumping. Paying for the removal of contaminated materials from a receiving facility should not be the contractors responsibility due to this factor as well. Your comments please.

Response: New collection vehicles can be fabricated to include cameras in the hoppers for drivers to view materials as it dumps. The liquidated damages are to provide the City some level of security in the event the Successful Proponent is careless and does not follow the guidelines for the collection of acceptable materials.

43. Page 105, table 2, the three services, are these units like a house stop to pick up a bag per unit or is waste collected in piles for these condos?

Response: It is expected that the condominium developments will be priced in a similar fashion to the single family curbside collection. These developments are made up of single units along a private roadway.

44. In the RFP it states that all the trucks must be brand new at the beginning of the contract. Does this include the spare vehicles? We would guarantee that at no point in the contract does our spare fleet exceed 7 years of age, but would like clarification if spares are required to be brand new as well

Response: *No it does not. Please amend Section 4.2.1. to include Spare Collection vehicle in the list of vehicles that may be used but no older than seven(7) years of age at any time during the term of the Contract.*

45. On page 9 of the RFP... For the multi-res and the privately owned condo's it states that there are 1698 units and 393 units respectively. Would it be possible to receive a "Building" count?

Response: Multi-residential buildings participating in the recycling cart program is approximately 50, privately owned condominium developments is an estimated 13.

46. On Page 11 of the RFP Table 2-5 Estimates of Amount of Waste requiring Management there is a discrepancy of the figures shown. The sum total of Recyclables, Organics and Garbage is more



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than a 1,000 less than what is shown for total waste generated. For example for 2014 total waste generated is 13,459 but the Recyclables, Organics and Garbage totals 12,420. A difference of 1039 tonnes. What does this 1039 tonnes consist of?

Response: Please refer to item 38 above

47. On table 5 of page 109 (revised as per the addendum) The first and second row, column one appear to be identical. Can St. Thomas clarify that this is supposed to be weekly vs. bi-weekly? Or if that is in fact the correct portrayal.

Response: Please refer to item 11 above.

48. Would it be possible to receive the vehicle numbers per type of collection for the currently serviced contract?

Response: Please refer to item 3 above.

*** End of Addendum No. 3 ***

**** IMPORTANT ****

Proponents shall insert and state on the Form of Proposal – Declaration (Section 8.0), in the space provided, all addenda received during the Request for Proposal period. Alternately you may include this addendum signed, with your proposal.

Failure to acknowledge this addendum on the Form of Proposal – Declaration (Section 8.0) or failure include this addendum with your proposal response will result in your proposal being DISQUALIFIED.

Name: _____ Company: _____

Signature: _____



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ADDENDUM NO. 4

Please be advised of the following information relating to the above noted Request for Proposal (RFP). All such changes shall become an integral part of the RFP documents.

1. Table 4 in Section 9 (Financial Proposal) was missing the stop count information. Section 9.0 (Financial Proposal) has been re-issued and is attached. Proponents shall remove Pages 103-113 and replace with the attached pages (103-113)

*** End of Addendum No. 4 ***

**** IMPORTANT ****

Proponents shall insert and state on the Form of Proposal – Declaration (Section 8.0), in the space provided, all addenda received during the Request for Proposal period. Alternately you may include this addendum signed, with your proposal.

Failure to acknowledge this addendum on the Form of Proposal – Declaration (Section 8.0) or failure include this addendum with your proposal response will result in your proposal being DISQUALIFIED.

Name: _____ Company: _____

Signature: _____



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SECTION 9.0 – FINANCIAL PROPOSAL

The Financial Proposal must be submitted in a separate and sealed envelope, clearly marked as specified in Section 5.0.

Fees Quoted shall be exclusive of HST

Proponents must complete the following tables. Pricing is MANDATORY for all services identified below. Submitted by:

Proponent:	
Address:	
TO:	<i>The Corporation of the City of St. Thomas, 545 Talbot Street, St. Thomas Ontario, N5P 3V7</i>

Special Consideration Collection(SCC)

Greater than 5% up to =to 20% per unit cost _____

Table 1 – Service Provision Levels for Single and Multi-Residential Collection

	Estimated Number of Units	Number of Weeks	Cost	Total Annual Cost
SERVICE PROVISION COMBINATION #1 – SINGLE AND MULTI-RESIDENTIAL COLLECTION				
Cost per stop				
<i>WEEKLY <u>Single</u> Family Curbside Garbage Collection</i>	12,696	52		
<i>BI-WEEKLY <u>Single</u> Family Curbside Source Separated Organics Collection</i>	12,696	26		
<i>BI-WEEKLY <u>Single</u> Family Curbside Recyclable Materials Collection</i>	12,696	26		



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	Estimated Number of Units	Number of Weeks	Cost	Total Annual Cost
Cost per lift				
<i>BI-WEEKLY <u>Multi-Residential</u> Curbside Source Separated Organics Materials Collection</i>	<i>1698 units/50 buildings/155 carts</i>	<i>26</i>		
<i>BI-WEEKLY <u>Multi-Residential</u> Curbside Recyclable Materials Collection</i>	<i>1698 units/50 buildings/155 carts</i>	<i>26</i>		
<i>Combination #1 Total</i>				
SERVICE PROVISION COMBINATION #2 - SINGLE AND MULTI-RESIDENTIAL COLLECTION				
Cost per Stop				
<i>BI-WEEKLY <u>Single Family</u> Curbside Garbage Collection</i>	<i>12,696</i>	<i>26</i>		
<i>WEEKLY <u>Single Family</u> Curbside Recyclable Materials Collection</i>	<i>12,696</i>	<i>52</i>		
<i>WEEKLY <u>Single Family</u> Curbside Source Separated Organics Collection</i>	<i>12,696</i>	<i>52</i>		
Cost per Lift				
<i>WEEKLY <u>Multi-Residential</u> Curbside Source Separated Organics Materials Collection</i>	<i>1698 units/50 buildings/155 carts</i>	<i>52</i>		
<i>WEEKLY <u>Multi-Residential</u> Curbside Recyclable Materials Collection</i>	<i>1698 units/50 buildings/155 carts</i>	<i>52</i>		
<i>Combination #2 Total</i>				
SERVICE PROVISION COMBINATION #3 - SINGLE AND MULTI-RESIDENTIAL COLLECTION				
Cost per Stop				
<i>BI-WEEKLY <u>Single Family</u> Curbside Garbage Collection</i>	<i>12,696</i>	<i>26</i>		
<i>WEEKLY <u>Single Family</u> Curbside</i>	<i>12,696</i>	<i>52</i>		



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	Estimated Number of Units	Number of Weeks	Cost	Total Annual Cost
<i>Source Separated Organics Collection</i>				
<i>BI-WEEKLY <u>Single Family</u> Curbside Recyclable Materials Collection</i>	12,696	26		
Cost per Lift				
<i>WEEKLY <u>Multi- Residential</u> Curbside Source Separated Organics Materials Collection</i>	1698 units/50 buildings/155 carts	52		
<i>BI-WEEKLY <u>Multi- Residential</u> Curbside Recyclable Materials Collection</i>	1698 units/50 buildings/155 carts	26		
Combination #3 Total				

Table 2 – Service Provision Levels for Privately Owned Condominiums

	Estimated Number of Units	Number of Weeks	Cost	Total Annual Cost
SERVICE PROVISION COMBINATION #1 – PRIVATELY OWNED CONDOMINIUM COLLECTION				
Cost per stop				
<i>WEEKLY <u>Privately Owned Condominium</u> Curbside Garbage Collection</i>	393	52		
<i>BI-WEEKLY <u>Privately Owned Condominium</u> Curbside Source Separated Organics Collection</i>	393	26		
<i>BI-WEEKLY <u>Privately Owned Condominium</u> Curbside Recyclable Materials Collection</i>	393	26		
Combination #1 Total				
SERVICE PROVISION COMBINATION #2 - PRIVATELY OWNED CONDOMINIUM COLLECTION				



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	Estimated Number of Units	Number of Weeks	Cost Cost per Stop	Total Annual Cost
<i>BI-WEEKLY <u>Privately Owned</u> Condominium Curbside Garbage Collection</i>	393	26		
<i>WEEKLY <u>Privately Owned</u> Condominium Curbside Recyclable Materials Collection</i>	393	52		
<i>WEEKLY <u>Privately Owned</u> Condominium Curbside Source Separated Organics Collection</i>	393	52		
Combination #2 Total				
SERVICE PROVISION COMBINATION #3 – PRIVATELY OWNED CONDOMINIUM COLLECTION				
			Cost per Stop	
<i>BI-WEEKLY <u>Privately Owned</u> Condominium Curbside Garbage Collection</i>	393	26		
<i>WEEKLY <u>Privately Owned</u> Condominium Curbside Source Separated Organics Collection</i>	393	52		
<i>BI-WEEKLY <u>Privately Owned</u> Condominium Curbside Recyclable Materials Collection</i>	393	26		
Combination #3 Total				

Table 3 – Service Provision Levels for the IC&I Sector – Downtown and on Current Residential Routes



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	Estimated Number of Units	Number of Weeks	Cost per Stop	Total Annual Cost
SERVICE PROVISION COMBINATION #1 – IC&I COLLECTION				
<u>TWICE-WEEKLY IC&I</u> Sector Curbside Garbage Collection (7 bag limit)	350	104		
<u>WEEKLY IC&I Sector</u> Curbside Recyclable Materials Collection	350	52		
<u>TWICE-WEEKLY IC&I</u> Sector Public Space Garbage Bin Collection	50	104		
<u>WEEKLY IC&I Sector</u> Curbside Public Space Recycling Bin Collection	50	52		
Combination #1 Total				
SERVICE PROVISION COMBINATION #2 – IC&I COLLECTION				
<u>TWICE-WEEKLY IC&I</u> Sector Curbside Garbage Collection (7 bag limit)	350	104		
<u>BI-WEEKLY IC&I</u> Sector Curbside Recyclable Materials Collection	350	26		
<u>WEEKLY IC&I Sector</u> Curbside Organic Materials Collection	350	52		
<u>TWICE-WEEKLY IC&I</u> Sector Public Space Garbage Bin Collection	50	104		
<u>BI-WEEKLY IC&I</u> Sector Public Space Recycling Bin Collection	50	26		
Combination #2 Total				
SERVICE PROVISION COMBINATION #3 – IC&I COLLECTION				
<u>TWICE-WEEKLY IC&I</u> Sector Curbside Garbage Collection (7 bag limit)	350	104		
<u>BI-WEEKLY IC&I</u>	350	26		



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	Estimated Number of Units	Number of Weeks	Cost per Stop	Total Annual Cost
<u>Sector Curbside</u> Recyclable Materials Collection				
<u>TWICE-WEEKLY IC&I</u> Sector Curbside Organic Materials Collection	350	104		
<u>TWICE-WEEKLY IC&I</u> Sector Public Space Garbage Bin Collection	50	104		
<u>BI-WEEKLY IC&I</u> Sector Public Space Recycling Bin Collection	50	26		
Combination #3 Total				

Table 4 – Service Provision Levels for the IC&I Sector – Non-Serviced Industrial Area East

	Estimated Number of Units	Number of Weeks	Cost per Stop	Total Annual Cost
SERVICE PROVISION COMBINATION #1 – IC&I COLLECTION				
<u>WEEKLY IC&I Sector</u> Curbside Garbage Collection (7 bag limit)	50	104		
<u>WEEKLY IC&I Sector</u> Curbside Recyclable Materials Collection	50	52		
Combination #1 Total				
SERVICE PROVISION COMBINATION #2 – IC&I COLLECTION				
<u>WEEKLY IC&I Sector</u> Curbside Garbage Collection (7 bag limit)	50	104		
<u>BI-WEEKLY IC&I</u> Sector Curbside Recyclable Materials Collection	50	26		
<u>WEEKLY IC&I Sector</u> Curbside Organic Materials Collection	50	52		
Combination #2 Total				



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	Estimated Number of Units	Number of Weeks	Cost per Stop	Total Annual Cost
SERVICE PROVISION COMBINATION #3 – IC&I COLLECTION				
<i>TWICE-WEEKLY IC&I Sector Curbside Garbage Collection (7 bag limit)</i>	50	104		
<i>BI-WEEKLY IC&I Sector Curbside Recyclable Materials Collection</i>	50	26		
<i>TWICE-WEEKLY IC&I Sector Curbside Organic Materials Collection</i>	50	104		
Combination #3 Total				

Table 5 – Service Provision Levels for Leaf and Yard Waste and Christmas Tree Collection

	Estimated Number of Units	Number of Weeks	Weekly Cost per Unit	Total Annual Cost
SERVICE PROVISION COMBINATION #1 - LEAF AND YARD WASTE COLLECTION				
<i>SIX WEEKS LEAF AND YARD WASTE COLLECTION (September - November)</i>	12,696	6		
SERVICE PROVISION COMBINATION #2 - LEAF AND YARD WASTE COLLECTION				
<i>SIX WEEKS LEAF AND YARD WASTE COLLECTION (September - November)</i>	12,696	6		
<i>SIX WEEKS LEAF AND YARD WASTE COLLECTION (April - June)</i>	12,696	6		
SERVICE PROVISION COMBINATION #3 - LEAF AND YARD WASTE COLLECTION				



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Bi-Weekly LEAF AND YARD WASTE COLLECTION (April to November)	12,696	18		
SERVICE PROVISION COMBINATION #1 - CHRISTMAS TREE COLLECTION				
TWO WEEK CHRISTMAS TREE COLLECTION (January)	12,696	2		

Table 6 – Service Provision Levels for Bus Shelters

	NUMBER OF WEEKS	COST PER STOP
SERVICE PROVISION OPTION #1 – BUS SHELTERS COLLECTION		
WEEKLY <u>Bus Shelters</u> Garbage Collection	52	
SERVICE PROVISION OPTION #2 – BUS SHELTERS COLLECTION		
TWICE-WEEKLY <u>Bus Shelters</u> Garbage Collection	104	

Table 7 – Service Provision Levels for Bulky Item Collection

	ESTIMATED NUMBER OF UNITS	NUMBER OF WEEKS	COST PER STOP
SERVICE PROVISION OPTION # 1 –WASTE BULKY ITEM COLLECTION			
YEAR ROUND WEEKLY Bulky Item Collection <u>Single Family</u> &Multi-Family (call in basis)	Unknown	52	
YEAR ROUND WEEKLY Bulky Recyclable Item Collection <u>Single Family</u> &Multi-Family (call in basis)	Unknown	52	
SERVICE PROVISION OPTION # 2 – BULKY ITEM COLLECTION			
December - May WEEKLY Bulky Item Collection <u>Single Family</u> & Multi-Family (call in	Unknown	20	



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basis)			
December - May WEEKLY Bulky Recyclable Item Collection <u>Single Family</u> & Multi-Family (call in basis)	Unknown	20	
SERVICE PROVISION OPTION # 3 – BULKY ITEM COLLECTION			
4 Week Bulky Item Collection	13,089	4	
4 Week Bulky Recyclable Item Collection	13,089	4	

The number of units for the purposes of pricing used in this form are based on City of St. Thomas 2011 data and in no way indicative or meant to be indicative of the number of units that may require servicing at the time of Contract commencement nor throughout the term of Contract. They are utilized here for bid comparison purposes only.

EXCEPTIONS TO THE RFP

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

Proponents are advised that if they take exception to any of the requirements of this RFP, they shall, in their submission, state the nature of any exceptions proposed and must thoroughly describe them in their Proposal in this section entitled “Exceptions” in their Service Proposal in Envelope #1.

If applicable the Proponent should indicate the price adjustment, either extra (“+”) or credit (“-”) in dollars per tonne because of the noted exception(s), which the City will consider in its evaluation and upon which it may base subsequent Contract negotiations, if any, with the Proponent.

**Indicate with N/A if not applicable*



**CORPORATION OF THE CITY OF ST. THOMAS
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(Signature)

Date

(Printed Name)

(Name of Company)

I have authority to bind the Company.



CORPORATION OF THE CITY OF ST. THOMAS
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Schedule Attachments

1. List of Residential Properties 2-6 dwelling units and Map of Residential Properties 2-6 Dwelling Units
2. Alleys between Stanley Street and Alma Street
3. Multi-Residential Properties and Privately Owned Condominiums
4. Waste Collection Schedule
5. Road Surface Widths less than or Equal to 6 metres
6. New Development Areas
7. Non-Serviced Industrial Area
8. Bus Shelter Locations
9. Schedule A of By-law No. 94-2010



**CORPORATION OF THE CITY OF ST. THOMAS
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WASTE COLLECTION SERVICES**

SECTION 9.0 – FINANCIAL PROPOSAL

The Financial Proposal must be submitted in a separate and sealed envelope, clearly marked as specified in Section 5.0.

Fees Quoted shall be exclusive of HST

Proponents must complete the following tables. Pricing is MANDATORY for all services identified below. Submitted by:

Proponent:	
Address:	
TO:	<i>The Corporation of the City of St. Thomas, 545 Talbot Street, St. Thomas Ontario, N5P 3V7</i>

Special Consideration Collection(SCC)

Greater than 5% up to =to 20% per unit cost _____

Table 1 – Service Provision Levels for Single and Multi-Residential Collection

	Estimated Number of Units	Number of Weeks	Cost	Total Annual Cost
SERVICE PROVISION COMBINATION #1 – SINGLE AND MULTI-RESIDENTIAL COLLECTION				
Cost per stop				
WEEKLY <u>Single</u> <u>Family Curbside</u> <u>Garbage Collection</u>	12,696	52		
BI-WEEKLY <u>Single</u> <u>Family Curbside</u> <u>Source Separated</u> <u>Organics Collection</u>	12,696	26		
BI-WEEKLY <u>Single</u> <u>Family Curbside</u> <u>Recyclable Materials</u> <u>Collection</u>	12,696	26		



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	Estimated Number of Units	Number of Weeks	Cost	Total Annual Cost
Cost per lift				
BI-WEEKLY <u>Multi-Residential</u> Curbside Source Separated Organics Materials Collection	1698 units/50 buildings/155 carts	26		
BI-WEEKLY <u>Multi-Residential</u> Curbside Recyclable Materials Collection	1698 units/50 buildings/155 carts	26		
Combination #1 Total				
SERVICE PROVISION COMBINATION #2 - SINGLE AND MULTI-RESIDENTIAL COLLECTION				
Cost per Stop				
BI-WEEKLY <u>Single Family</u> Curbside Garbage Collection	12,696	26		
WEEKLY <u>Single Family</u> Curbside Recyclable Materials Collection	12,696	52		
WEEKLY <u>Single Family</u> Curbside Source Separated Organics Collection	12,696	52		
Cost per Lift				
WEEKLY <u>Multi-Residential</u> Curbside Source Separated Organics Materials Collection	1698 units/50 buildings/155 carts	52		
WEEKLY <u>Multi-Residential</u> Curbside Recyclable Materials Collection	1698 units/50 buildings/155 carts	52		
Combination #2 Total				
SERVICE PROVISION COMBINATION #3 - SINGLE AND MULTI-RESIDENTIAL COLLECTION				
Cost per Stop				
BI-WEEKLY <u>Single Family</u> Curbside Garbage Collection	12,696	26		
WEEKLY <u>Single Family</u> Curbside	12,696	52		



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	Estimated Number of Units	Number of Weeks	Cost	Total Annual Cost
<i>Source Separated Organics Collection</i>				
<i>BI-WEEKLY <u>Single Family</u> Curbside Recyclable Materials Collection</i>	12,696	26		
Cost per Lift				
<i>WEEKLY <u>Multi- Residential</u> Curbside Source Separated Organics Materials Collection</i>	1698 units/50 buildings/155 carts	52		
<i>BI-WEEKLY <u>Multi- Residential</u> Curbside Recyclable Materials Collection</i>	1698 units/50 buildings/155 carts	26		
Combination #3 Total				

Table 2 – Service Provision Levels for Privately Owned Condominiums

	Estimated Number of Units	Number of Weeks	Cost	Total Annual Cost
SERVICE PROVISION COMBINATION #1 – PRIVATELY OWNED CONDOMINIUM COLLECTION				
Cost per stop				
<i>WEEKLY <u>Privately Owned Condominium</u> Curbside Garbage Collection</i>	393	52		
<i>BI-WEEKLY <u>Privately Owned Condominium</u> Curbside Source Separated Organics Collection</i>	393	26		
<i>BI-WEEKLY <u>Privately Owned Condominium</u> Curbside Recyclable Materials Collection</i>	393	26		
Combination #1 Total				
SERVICE PROVISION COMBINATION #2 - PRIVATELY OWNED CONDOMINIUM COLLECTION				



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	Estimated Number of Units	Number of Weeks	Cost Cost per Stop	Total Annual Cost
<i>BI-WEEKLY <u>Privately Owned</u> Condominium Curbside Garbage Collection</i>	393	26		
<i>WEEKLY <u>Privately Owned</u> Condominium Curbside Recyclable Materials Collection</i>	393	52		
<i>WEEKLY <u>Privately Owned</u> Condominium Curbside Source Separated Organics Collection</i>	393	52		
Combination #2 Total				
SERVICE PROVISION COMBINATION #3 – PRIVATELY OWNED CONDOMINIUM COLLECTION				
			Cost per Stop	
<i>BI-WEEKLY <u>Privately Owned</u> Condominium Curbside Garbage Collection</i>	393	26		
<i>WEEKLY <u>Privately Owned</u> Condominium Curbside Source Separated Organics Collection</i>	393	52		
<i>BI-WEEKLY <u>Privately Owned</u> Condominium Curbside Recyclable Materials Collection</i>	393	26		
Combination #3 Total				

Table 3 – Service Provision Levels for the IC&I Sector – Downtown and on Current Residential Routes



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	Estimated Number of Units	Number of Weeks	Cost per Stop	Total Annual Cost
SERVICE PROVISION COMBINATION #1 – IC&I COLLECTION				
<u>TWICE-WEEKLY IC&I Sector Curbside Garbage Collection (7 bag limit)</u>	350	104		
<u>WEEKLY IC&I Sector Curbside Recyclable Materials Collection</u>	350	52		
<u>TWICE-WEEKLY IC&I Sector Public Space Garbage Bin Collection</u>	50	104		
<u>WEEKLY IC&I Sector Curbside Public Space Recycling Bin Collection</u>	50	52		
Combination #1 Total				
SERVICE PROVISION COMBINATION #2 – IC&I COLLECTION				
<u>TWICE-WEEKLY IC&I Sector Curbside Garbage Collection (7 bag limit)</u>	350	104		
<u>BI-WEEKLY IC&I Sector Curbside Recyclable Materials Collection</u>	350	26		
<u>WEEKLY IC&I Sector Curbside Organic Materials Collection</u>	350	52		
<u>TWICE-WEEKLY IC&I Sector Public Space Garbage Bin Collection</u>	50	104		
<u>BI-WEEKLY IC&I Sector Public Space Recycling Bin Collection</u>	50	26		
Combination #2 Total				
SERVICE PROVISION COMBINATION #3 – IC&I COLLECTION				
<u>TWICE-WEEKLY IC&I Sector Curbside Garbage Collection (7 bag limit)</u>	350	104		
<u>BI-WEEKLY IC&I</u>	350	26		



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	Estimated Number of Units	Number of Weeks	Cost per Stop	Total Annual Cost
<u>Sector Curbside</u> Recyclable Materials Collection				
<u>TWICE-WEEKLY IC&I</u> Sector Curbside Organic Materials Collection	350	104		
<u>TWICE-WEEKLY IC&I</u> Sector Public Space Garbage Bin Collection	50	104		
<u>BI-WEEKLY IC&I</u> Sector Public Space Recycling Bin Collection	50	26		
Combination #3 Total				

Table 4 – Service Provision Levels for the IC&I Sector – Non-Serviced Industrial Area East

	Estimated Number of Units	Number of Weeks	Cost per Stop	Total Annual Cost
SERVICE PROVISION COMBINATION #1 – IC&I COLLECTION				
<u>WEEKLY IC&I Sector</u> Curbside Garbage Collection (7 bag limit)		104		
<u>WEEKLY IC&I Sector</u> Curbside Recyclable Materials Collection		52		
Combination #1 Total				
SERVICE PROVISION COMBINATION #2 – IC&I COLLECTION				
<u>WEEKLY IC&I Sector</u> Curbside Garbage Collection (7 bag limit)		104		
<u>BI-WEEKLY IC&I</u> Sector Curbside Recyclable Materials Collection		26		
<u>WEEKLY IC&I Sector</u> Curbside Organic Materials Collection		52		
Combination #2 Total				



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	Estimated Number of Units	Number of Weeks	Cost per Stop	Total Annual Cost
SERVICE PROVISION COMBINATION #3 – IC&I COLLECTION				
<i>TWICE-WEEKLY <u>IC&I</u> Sector Curbside Garbage Collection (7 bag limit)</i>		104		
<i>BI-WEEKLY <u>IC&I</u> Sector Curbside Recyclable Materials Collection</i>		26		
<i>TWICE-WEEKLY <u>IC&I</u> Sector Curbside Organic Materials Collection</i>		104		
Combination #3 Total				

Table 5 – Service Provision Levels for Leaf and Yard Waste and Christmas Tree Collection

	Estimated Number of Units	Number of Weeks	Weekly Cost per Unit	Total Annual Cost
SERVICE PROVISION COMBINATION #1 - LEAF AND YARD WASTE COLLECTION				
<i>SIX WEEKS LEAF AND YARD WASTE COLLECTION (September - November)</i>	12,696	6		
SERVICE PROVISION COMBINATION #2 - LEAF AND YARD WASTE COLLECTION				
<i>SIX WEEKS LEAF AND YARD WASTE COLLECTION (September - November)</i>	12,696	6		
<i>SIX WEEKS LEAF AND YARD WASTE COLLECTION (April - June)</i>	12,696	6		
SERVICE PROVISION COMBINATION #3 - LEAF AND YARD WASTE COLLECTION				



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Bi-Weekly LEAF AND YARD WASTE COLLECTION (April to November)	12,696	18		
SERVICE PROVISION COMBINATION #1 - CHRISTMAS TREE COLLECTION				
TWO WEEK CHRISTMAS TREE COLLECTION (January)	12,696	2		

Table 6 – Service Provision Levels for Bus Shelters

	NUMBER OF WEEKS	COST PER STOP
SERVICE PROVISION OPTION #1 – BUS SHELTERS COLLECTION		
WEEKLY <u>Bus Shelters</u> Garbage Collection	52	
SERVICE PROVISION OPTION #2 – BUS SHELTERS COLLECTION		
TWICE-WEEKLY <u>Bus Shelters</u> Garbage Collection	104	

Table 7 – Service Provision Levels for Bulky Item Collection

	ESTIMATED NUMBER OF UNITS	NUMBER OF WEEKS	COST PER STOP
SERVICE PROVISION OPTION # 1 –WASTE BULKY ITEM COLLECTION			
YEAR ROUND WEEKLY Bulky Item Collection <u>Single Family</u> &Multi-Family (call in basis)	Unknown	52	
YEAR ROUND WEEKLY Bulky Recyclable Item Collection <u>Single Family</u> &Multi-Family (call in basis)	Unknown	52	
SERVICE PROVISION OPTION # 2 – BULKY ITEM COLLECTION			
December - May WEEKLY Bulky Item Collection <u>Single Family</u> & Multi-Family (call in	Unknown	20	



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basis)			
December - May WEEKLY Bulky Recyclable Item Collection <u>Single Family</u> & Multi-Family (call in basis)	Unknown	20	
SERVICE PROVISION OPTION # 3 – BULKY ITEM COLLECTION			
4 Week Bulky Item Collection	13,089	4	
4 Week Bulky Recyclable Item Collection	13,089	4	

The number of units for the purposes of pricing used in this form are based on City of St. Thomas 2011 data and in no way indicative or meant to be indicative of the number of units that may require servicing at the time of Contract commencement nor throughout the term of Contract. They are utilized here for bid comparison purposes only.

EXCEPTIONS TO THE RFP

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

Proponents are advised that if they take exception to any of the requirements of this RFP, they shall, in their submission, state the nature of any exceptions proposed and must thoroughly describe them in their Proposal in this section entitled “Exceptions” in their Service Proposal in Envelope #1.

If applicable the Proponent should indicate the price adjustment, either extra (“+”) or credit (“-”) in dollars per tonne because of the noted exception(s), which the City will consider in its evaluation and upon which it may base subsequent Contract negotiations, if any, with the Proponent.

**Indicate with N/A if not applicable*



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(Signature)

Date

(Printed Name)

(Name of Company)

I have authority to bind the Company.



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Schedule Attachments

1. List of Residential Properties 2-6 dwelling units and Map of Residential Properties 2-6 Dwelling Units
2. Alleys between Stanley Street and Alma Street
3. Multi-Residential Properties and Privately Owned Condominiums
4. Waste Collection Schedule
5. Road Surface Widths less than or Equal to 6 metres
6. New Development Areas
7. Non-Serviced Industrial Area
8. Bus Shelter Locations
9. Schedule A of By-law No. 94-2010