

THE CORPORATION OF THE MUNICIPALITY OF CHATHAM-KENT REQUEST FOR PROPOSALS FOR REFUSE & RECYCLING COLLECTION REP # R14-116

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1.0 GENERAL

1.1 Purpose

The Municipality of Chatham-Kent is inviting proposals for he collection of refuse and recyclable materials and the processing/marketing of recyclable materials.

1.2 The Municipality of Chatham-Kent

The Corporation of the Municipality of Chatham-Kent is a single tier municipality with a population of 108,000 located in the heart of Southwestern Ontario. The Municipality is one of the largest municipalities by geographic boundaries in Ontario with an area of 2,543 square kilometres and has a mix of urban and rural communities.

1.3 Definitions

Wherever a word is used in this Request for Proposal with its first letter capitalized, the term is being used as it is defined as follows:

- (a) "Agreement" means the contract negotiated between the Municipality and the Successful Respondent;
- (b) "Council" means the Mayor and Council of the Municipality of Chatham-Kent;
- (c) "Municipality" means The Corporation of the Municipality of Chatham-Kent;
- (d) "Proposal" means the submitted documents of an entity responding to this Request for Proposal;
- (e) "Proposal Review Committee" means the people selected by the Municipality to evaluate the Proposals;
- (f) "RFP" means this Request for Proposals and all schedules referred to in and attached to this Request for Proposals and any amendments or addendum thereto;
- (g) "RFP Coordinator" means the person selected by the Municipality to manage the RFP process in conjunction with the Purchasing Officer of the Municipality;
- (h) "Respondents" means those entities that submit a proposal in response to this Request for Proposals;
- (i) "Submission Deadline" means the date set out in section 3.2;

(j) "Successful Respondent" means the entity that is selected to enter into negotiations with the Municipality;

Where any word appears in ordinary case, its regularly applied meaning in the English language is intended.

2.0 ADDITIONAL INFORMATION, QUALIFICATIONS, SCOPE OF WORK AND CONTENTS OF PROPOSAL

Any additional information relating to this RFP, the required qualifications of Respondents, the Scope of Work and the required contents of Proposals are set out in Schedule "A" to this RFP. Any changes to the standard form wording of this RFP are set out in Schedule "B" to this RFP.

3.0 PROPOSAL SUBMISSION. WITHDRAWAL AND MODIFICATION

3.1 Respondent Registration

All Proponents are required to register at http://www.chatham-kent.ca/Purchasing/Pages/Purchasing.aspx to be eligible to bid

Failure to register your company before the closing date and time may result in your bid being rejected

3.2 Proponents List

A list of all registered Proponents will be available on-line at http://www.chatham-kent.ca/Purchasing/Pages/Purchasing.aspx

3.3 Submission Deadline

The Respondent's Proposal must be received on or before **Wednesday**, **June 4**, **2014 before 1:30:00 p.m.** Any Proposals received after the Submission Deadline will be rejected and returned to the Respondent unopened.

3.4 Submission of Proposals

- 3.4.1 Each Respondent shall submit one original and five copies of its Proposal before the Submission Deadline.
- 3.4.2 Respondents shall submit their Proposals by sending them by pre-paid courier or hand-delivery to:

Jennifer Scherle, Purchasing Officer

Corporation of the Municipality of Chatham-Kent 315 King Street West, P.O. Box 640 Chatham, ON N7M 5K8

Tel: 519-360-1998 Ext. 3150 Fax: 519-360-1601

The Municipality accepts no responsibility or liability for any delays in internal handling or processing of proposals not hand delivered to the Purchasing Officer. To reduce the risk, where the proposal envelope is contained in some other form of wrapping or packaging (i.e. a courier envelope) Respondents shall clearly mark the most external wrapping or packaging with the RFP Number and Name to assist in identifying it for internal handling purposes. Proposals sent by facsimile or email are not acceptable.

3.4.3 Respondents shall also provide copy of its Technical Proposal in .pdf format at the same time and in the same envelope or package as the hard copies of their Proposal. Submission must be on USB "thumb drive". Cd's/DVD's are not acceptable. The electronic copy is solely for the convenience of the Municipality. If there is any difference whatsoever between the electronic copy of the Proposal and the hard copy, the hard copy of the Proposal, as submitted, shall govern.

3.5 Proposal Submission Format

- 3.5.1 In addition to the details of its proposal, the Respondent shall include in its Proposal the following:
 - (a) A cover page which states the Proposal Name and Proposal Number;
 - (b) A letter of introduction identifying the Respondent and relevant information related to its application;
 - (c) The Respondent's name, address, telephone and fax number, e-mail address, and primary contact person;
 - (d) The date of submission:
 - (e) References; and,
 - (f) An executed declaration in the form set out in Proposal Form "A".
- 3.5.2 Respondents shall execute Proposal Form "A" as follows:
 - (a) in the case of a sole proprietorship, the sole proprietor shall sign Proposal Form "A" and have the signature witnessed;
 - (b) in the case of a limited company, an authorized signing officer shall sign Proposal Form "A";
 - (c) in the case of a partnership, all partners shall sign the Proposal Form "A" and have their signatures witnessed; and,

- (d) in the case of a joint venture, each entity of the joint venture comprising the Joint Venture Respondent shall sign Proposal Form "A" and each joint venture participant shall sign in accordance with the requirements above, as applicable.
- 3.5.3 The Municipality will use a "two envelope" process for evaluating the Proposals, unless otherwise stated in Schedule "A". The Respondent's Proposal, excluding its price or fee schedule, and all of the documents set out in section 3.4.1 shall be included in one envelope marked "Proposal" and the Respondent's price or fee schedule shall be included in a separate envelope marked "Price". Both envelopes should be included in one larger envelope labeled with the RFP Number and Name and addressed as described in section 3.3.2.

3.6 Withdrawal of Proposals

A Respondent may withdraw its Proposal only by giving written notice before the Submission Deadline to the Purchasing Officer of an intention to withdraw. The Municipality shall return, unopened, a Proposal that has been withdrawn.

3.7 Amendment of Proposals

Respondents may amend their Proposals after submission but only if the Proposal is amended and resubmitted before the Submission Deadline in accordance with the following:

- (a) the Respondent shall withdraw its original Proposal by notifying the Purchasing Officer in writing; and
- (b) the Respondent shall submit a revised replacement Proposal in accordance with the RFP Documents and no later than the Submission Deadline.

3.8 Proposal Irrevocability

Subject to the Respondent's right to withdraw before the Submission Deadline, the Respondent's Proposal shall be irrevocable and shall remain in effect and open for acceptance for a period of ninety days following the Submission Deadline or until an Agreement is executed by the Successful Respondent and the Municipality, whichever occurs first.

3.9 One Proposal per Person or Entity

- 3.9.1 A person or entity shall submit or participate in only one Proposal either individually or as a participant in a joint venture.
- 3.9.2 No person or entity shall be a subcontractor of a Respondent while submitting a Proposal individually or as a participant in a joint venture in the same RFP Process.

3.9.3 If a person or entity submits or participates in more than one Proposal in contravention of this section, the Municipality may, in its sole discretion, disqualify all of the Proposals submitted by that person or entity or in which that person or entity is a participant.

3.10 Addenda/Changes to the RFP Documents

- 3.10.1 The Municipality will issue changes to the RFP Documents, which may include amendments to the Submission Deadline or changes in the Scope of Work or Qualifications of Respondents, by addendum only. No other statement, whether oral or written, made by the Municipality, including the RFP Coordinator, will amend the RFP Documents.
- 3.10.2 The Respondent shall not rely on any information or instructions from the Municipality or a Municipal Representative except the RFP Documents and any addenda issued pursuant to this Section.
- 3.10.3 Where a request results in a change or a clarification to the proposal, the Municipality will prepare and issue an Addendum to this proposal. The Municipality will make every effort to not issue an addendum within the forty-eight (48) hours prior to closing not including Saturdays, Sundays and Statutory Holidays observed by the Municipality for regular business hours.

All Proponents are solely responsible to monitor the Municipality's website for all Addenda and are therefore also solely responsible for submitting complete new bids acknowledging any said Addendum prior to the closing date and time of the bid solicitation.

FAILURE TO ACKNOWLEDGE ALL ISSUED ADDENDA SHALL RESULT IN THE TENDER BEING REJECTED.

- 3.10.4 The Respondent shall acknowledge receipt of all addenda in the Proposal Form A. Failure to complete the acknowledgement may result in rejection of the Proposal.
- 3.10.5 The Municipality will make every effort to issue all addenda not later than two (2) days prior to the Submission Date.

3.11 Respondents' Meeting

3.11.1 The Municipality may conduct an information meeting to assist Respondents in understanding the RFP and the RFP Process. The Additional Information section in Schedule "A" will set out the time and location of the meeting, if any, and if the meeting is mandatory for all prospective Respondents who will be submitting a Proposal. If attendance at the meeting is not mandatory, Respondents are strongly encouraged to attend.

3.11.2 If the Municipality gives oral answers to questions at the Respondents' meeting, these answers will not be considered final unless a written response in the form of an addendum is provided by the Municipality to the prospective Respondents following the meeting.

3.12 Clarifications/ RFP Coordinator

All questions related to this RFP shall be directed to the RFP Coordinator:

Rick Kucera, B.E.S.
Manager, Waste and Recycling Services
315 King St. West, PO Box 640
Chatham, ON N7M 5K8
Telephone #: 519-360-1998 Ext. 3930

Fax #: 519-436-3240

E-Mail: rick.kucera@chatham-kent.ca

3.13 Contact Person/Prohibited Contacts

- 3.13.1 A Respondent shall not contact or make any attempt to contact:
 - (a) any member of Council or local board or committee, director, officer, employee, subcontractor, agent, representative, consultant, contractor, service provider or volunteer of the Municipality other than the RFP Coordinator; or
 - (b) any other prospective Respondent or other Respondent, except for the purpose of discussing the possibility of submitting a Proposal as a Joint Venture;

with respect to the Respondent's Proposal, the RFP documents, or the RFP process until the Proposal Review Committee has made their recommendation regarding the award of the contract pursuant to section 4.7.1.

- 3.13.2 Without limiting the generality of the above, a Respondent shall not contact or attempt to contact:
 - (a) any member of the Proposal Review Committee; or
 - (b) any expert or advisor assisting the Proposal Review Committee,

on matters related to their Proposal, the RFP documents, or the RFP process until the Proposal Review Committee has made their recommendation regarding the award of the contract pursuant to section 4.7.1.

3.13.3 Contravention of the above by a Respondent may result in the rejection of the Respondent's Proposal.

3.14 Confidentiality and Disclosure Issues – Respondent Information

- 3.14.1 Except as provided otherwise in this RFP or as required by the Governing Law, the Municipality shall treat the Respondent's Proposal and information gathered in any interview carried out as part of this RFP process as confidential.
- 3.14.2 The Respondent shall not require the Municipality or any of its representatives to sign a confidentiality agreement in respect of any step taken or information provided by the Respondent as part of this RFP process.
- 3.14.3 The Respondent, by submitting its Proposal, agrees that, the Municipality may disclose:
 - (a) the name and address of the Respondent;
 - (b) the price or rates of the Successful Respondent; and
 - (c) the name and address of the Successful Respondent,

to other Respondents and the public.

- 3.14.4 The Municipality may provide the Proposals to any person involved in the review and evaluation of the Proposals on behalf of the Municipality and the Municipality may make copies of the Proposal and retain the Proposal.
- 3.14.5 The Municipality may disclose any information with respect to the Respondents' Proposals and the RFP Process to any person or entity as required by the Governing Law.
- 3.14.6 The Municipality shall make every effort to maintain the confidentiality of each Proposal. The Municipality will disclose only such information as is required by law. All Proposals are subject to the provisions of the Municipal *Freedom of Information and Privacy Protection Act*, R.S.O. 1990, c. M.56, as amended ("MFIPPA"). In addition, certain contractual information must be disclosed to the Council of the Municipality, and accordingly will become part of the public record. In particular, the names of all Respondents and the terms of the successful Proposal will be made public. To safeguard the right to confidentiality, if the Respondent is of the opinion that its Proposal reveals trade secrets, technical, commercial, financial or labour relations information and disclosure of such information could reasonably be expected to result in harm as specified in Section 10 of MFIPPA, the Respondent shall mark each part of its proposal that it wishes to be kept confidential with a stamp or watermark or some other identification.

- 3.14.7 The Municipality shall not be liable for any damages if a Respondent's confidential information becomes public or is disclosed.
- 3.14.8 The Respondent acknowledges that if the Services being provided are regarding a program of the Provincial or Federal government, the applicable provincial and federal legislation regarding freedom of information and privacy will apply to the release of the Respondent's information.

3.15 Municipality Confidentiality Issues

The prospective Respondents and Respondents acknowledge and agree that all material, data, information, or any item in any form, whether it is in electronic or hard copy format, supplied by or obtained from the Municipality during the RFP Process,

- (a) shall remain the sole property of the Municipality and the prospective Respondents and the Respondents shall treat it as confidential;
- (b) shall not be used by the prospective Respondent or Respondents for any other purpose other than submitting a Proposal in response to this RFP;
- (c) shall not be disclosed by the prospective Respondent or Respondents to any person who is not involved in the Respondent's preparation of its Proposal without prior written authorization from the Municipality; and
- (d) if requested by the Municipality, shall be returned to the RFP Coordinator within ten calendar days following the request being made.

3.16 Governing Law, Attornment and Limit on Liability

- 3.16.1 This RFP and the Agreement entered into by the Successful Respondents shall be governed by and construed in accordance with the laws of Ontario and the applicable laws of Canada. The Respondent agrees that any action or proceeding relating to this RFP Process shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose each Party irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court.
- 3.16.2 If a Respondent is required by the Governing Law to hold or obtain a licence, permit, consent or authorization to carry on an activity contemplated in its Proposal, neither acceptance of the Proposal nor execution of the Agreement shall be considered to be approval by the Municipality of carrying on such activity without the requisite licence, permit, consent or authorization.
- 3.16.3 The Respondent agrees that in the event the Municipality is required to pay damages for any matter relating to or arising from a material breach of this RFP, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise, including any action or claim arising from the acts or

omissions, negligent or otherwise of the Municipality, the aggregate amount of damages recoverable against the Municipality shall be no greater than the proposal preparation costs that the Respondent seeking damages from the Municipality can demonstrate it incurred.

3.17 Respondents' Costs

The Respondent shall bear all costs and expenses incurred by the Respondent relating to any aspect of its participation in this RFP Process, including all costs and expenses related to the Respondent's involvement in,

- (a) the preparation, presentation and submission of its Proposal;
- (b) the Respondent's attendance at the Respondents' Meeting;
- (c) due diligence and information gathering processes;
- (d) site visits and interviews;
- (e) preparation of responses to questions or requests for clarification from the Municipality;
- (f) preparation of the Respondent's own questions during the clarification process; and ,
- (g) Agreement discussions.

The Municipality is not liable to pay such costs and expenses or to reimburse or compensate a Respondent under any circumstances, regardless of the conduct or outcome of the RFP Process, including the rejection of all Proposals or the cancellation of the RFP, and including any negligence of the Municipality in the conduct of the RFP Process.

3.18 Delays and Costs of Delay

The Municipality shall not be liable, in any way, to the Respondents for any delays, or costs associated with delays, in the RFP Process.

3.19 Supplementary Information, Clarification and Verification of Respondent's Proposal

3.19.1 **Supplementary Information**

The Municipality may, in its sole discretion, request any supplementary information whatsoever from a Respondent after the Submission Deadline including information that the Respondent could or should have submitted in its Proposal prior to the Submission Deadline. The Municipality is not obliged to request supplementary information from a Respondent.

3.19.2 Clarification

The Municipality may,

- (a) require the Respondent to clarify the contents of its Proposal, including by the submission of supplementary documentation; or
- (b) seek a Respondent's acknowledgement of the Municipality's interpretation of the Respondent's Proposal.

The Municipality is not obliged to seek clarification of any aspect of a Proposal.

3.19.3 Use of Information

Any written information received by the Municipality from a Respondent as part of the RFP Process, including information received pursuant to sections 3.18.1 and 3.18.2, may, in the Municipality's discretion, be considered an integral part of the Proposal.

The Municipality has no obligation to notify other Respondents of any negotiations or discussions with a Respondent or of any information provided to or received from a Respondent.

3.19.4 Verification

The Municipality may, in its sole discretion, verify any statement or claim contained in any Proposal or made subsequently in any interview or discussion. That verification may be made by whatever means the Municipality deems appropriate and may include contacting the names of persons identified in the contract, information provided by the Respondent and, in addition, contacting persons or entities other than those identified by any Respondent.

In submitting a Proposal, the Respondent is deemed to consent to the Municipality verifying any information from third parties and receiving additional information regarding the Respondent, its directors, officers, shareholders or owners and any other person associated with the Respondent as the Municipality may require.

3.20 Notification of Changes of Respondent's Structure

During the RFP Process, a Respondent shall notify the RFP Coordinator, in writing, of any proposed changes to its ownership structure from the ownership structure set out in the Proposal. The Municipality may approve the changes in the joint venture arrangements or ownership structure of a Respondent, such approval not to be unreasonably withheld; or reject the Respondent's or Successful Respondent's Proposal as a result of these changes.

4.0 EVALUATION OF PROPOSALS

4.1 Proposal Review Committee

- 4.1.1 The Municipality will establish a Proposal Review Committee to evaluate the proposals. The composition of the Committee shall be at the discretion of the Municipality. The Proposal Review Committee may include persons who are not employees of the Municipality at the Municipality's discretion.
- 4.1.2 Proposals are likely to be for a diverse range of approaches and, therefore, may not be readily comparable to one another. As a result, notwithstanding the general evaluation criteria set out below, and the specific evaluation criteria in Schedule "A", the Municipality intends to exercise a broad range of discretion in evaluating and short-listing Respondents. The Municipality's evaluation will be based on both subjective and objective criteria. The Proposal Review Committee will evaluate Proposals based generally on:
 - a) the extent to which the Proposal demonstrates consistency with the goals of the Municipality;
 - b) the short and long-term financial benefits of the Proposal to the Municipality;
 - c) the related experience of the Respondent and, if applicable, the joint venture participants;
 - d) if a prequalification process has not preceded the RFP, the quality of the Respondent's experience and Key Personnel;
 - e) the comprehensiveness and credibility of the Respondent's proposed work plan and methodologies for completing the project;
 - f) the consistency of the Proposal with the long-term strategic and business plans of the Municipality and with the general business interests of the Municipality;
 - g) which Proposal, irrespective of the price submitted by the Respondents, represents, in the Municipality's sole discretion, the best value to the Municipality;
 - the extent to which certain special criteria which may be applicable to only one or a few Proposals because of the unique or specific nature of those Proposals; and,
 - i) poor performance of the Respondent in past assignments with the Municipality.

4.2 The Evaluation Process

4.2.1 Compliance of Proposals with the RFP

The Proposal Review Committee will conduct an initial review of the contents of the Proposal Envelope only, to assess whether the Proposal is in compliance with the

- terms and conditions of the RFP, including whether all documents to be submitted with the Proposal have been appropriately submitted.
- 4.2.2 If, in the sole discretion of the Municipality, a Proposal does not comply with the requirements set out in the RFP, the Municipality shall, without liability, cost or penalty, eliminate the Proposal and the Proposal shall not be given any further consideration. The Municipality may waive failures to comply that in the Municipality's sole discretion are not material or which may be resolved through a request for supplementary information pursuant to section 3.18.
- 4.2.3 The Respondent's submission of a poor quality, but compliant, Proposal shall not be considered a failure to comply but may affect the Respondent's Proposal Score.
- 4.2.4 As a preliminary step after opening the Price Envelope pursuant to Section 4. 5, the Proposal Review Committee will review the contents of the Price Envelope to assess whether the Price Section is in compliance with the terms and conditions of the RFP. The Municipality may, in its sole discretion, correct arithmetical errors in a Proposal.

4.3 Review of the Proposal

- 4.3.1 All Proposals which have not been disqualified will be reviewed by the Proposal Review Committee in accordance with the general criteria in section 4.1.2 and the specific evaluation criteria set out in Schedule "A". The Proposal Review Committee may in their absolute discretion establish a minimum score for Proposals to proceed to further evaluation.
- 4.3.2 The Proposal Review Committee will meet to review and discuss their individual evaluations of the Proposals and will agree on a composite score for each Respondent (the "Proposal Score").

4.4 Optional Short-List and Interviews

4.4.1 The Proposal Review Committee may, in its sole discretion, establish a short-list of Respondents based on the Proposal Scores of the Respondents (the "Short-listed Respondents") for the purpose of conducting interviews and/or to have the Respondents prepare a presentation. If the Municipality short-lists the Respondents, it will short-list the Respondents with the highest scores.

- 4.4.2 Only the Short-listed Respondents will be interviewed or provided with the opportunity to present. The number of Respondents short-listed for an interview or presentation is in the sole discretion of the Municipality.
- 4.4.3 Interviews of or presentations by Short-listed Respondents will be carried out by the Proposal Review Committee or a sub-group of the Proposal Review Committee. The Committee will score each Short-listed Respondent based on the quality of the Respondent's interview or presentation (the "Interview Score").

4.5 Review of the Price Submission Section

Following the review of the Proposals and any interviews or presentations, the Proposal Review Committee will open the Price Envelopes of Proposals or, if interviews have been held, of only those Proposals of the Short-listed Respondents, or if a minimum score has been established, only those of Respondents whose Proposals scored above the minimum score and will review the Price Section for compliance and establish a score for the Price Section (the "Price Score").

4.6 Establishing a Final Proposal Score

The weightings that the Municipality will apply to establish the final score for the Proposal with respect to the Respondent's Proposal, Interview and Price Scores are set out in Schedule "A", as applicable.

4.7 Successful Respondent

- 4.7.1 The Proposal Review Committee shall provide to the General Manager (or delegate) an evaluation summary of the procurement, as well as the committee's recommendation for award of contract to the Respondent meeting all mandatory requirements and providing Best Value. The Proposal Review Committee is responsible for documenting the determination of Best Value. The criteria and analysis to determine Best Value will be included (if applicable) in the report to Council.
- 4.7.2 In the event the approval authority for the award of the contract is Council, Respondents acknowledge that Council may accept or reject the recommendation of the Committee regarding the Successful Respondent and may award the contract to a Respondent not recommended by the Committee.
- 4.7.3 Once approved by the appropriate authority, the Successful Respondent will be contacted by the Municipality to initiate negotiations regarding the Agreement. In the event the Municipality and the Successful Respondent are unable to negotiate an Agreement within a reasonable time, the Proposal Review

Committee shall recommend to the approval authority that the contract be awarded to the next highest ranked Respondent.

4.7.4 The Successful Respondent and the Municipality must execute an Agreement prior to the commencement of any work by the Successful Respondent.

4.8 Debriefing

Unsuccessful Respondents may, upon their request, attend a debriefing session with a member of the Proposal Review Committee to review their Proposal. Any discussions relating to any submissions other than that of the Respondent present will be strictly prohibited. This debriefing session is intended to provide general feedback regarding the Respondent's rating on various criteria in order to allow the Respondent to understand where future improvements might be available.

5.0 MUNICIPALITY'S DISCRETION IN EVALUATIONS

5.1 Municipality's Discretion

- 5.1.1 The Municipality shall determine, in its sole discretion,
 - (a) the membership of the Proposal Review Committee;
 - (b) which Respondents and how many Respondents, based on the evaluation process, will be short-listed;
 - (c) if applicable, the Interview Score of a Respondent;
 - (d) the Price Score of a Respondent:
 - (e) the rankings of the Respondent; and
 - (f) whether a Proposal or a Respondent,
 - i) is disqualified; or
 - ii) will cease to be considered in the evaluation process.
- 5.1.2 The Municipality reserves the right to reject any or all Proposals or to accept any Proposal should it be deemed in the interest of the Municipality to do so. If only one Proposal is received, the Municipality reserves the right to reject it.
- 5.1.3 The Respondent shall have no claim against or entitlement to damages, from the Municipality by reason of the Municipality's rejection of its Proposal or all Proposals.

5.2 Disqualification

The Municipality may, in its sole discretion, disqualify a Proposal or cancel its decision to make an award under this RFP, at any time prior to the execution of the Agreement by the Municipality, if,

- (a) the Respondent fails to cooperate in any attempt by the Municipality to verify any information provided by the Respondent in its Proposal;
- (b) the Respondent contravenes Section 3.12 Contact Person/Prohibited Contact or Section 3.8 One Proposal per Person or Entity;
- (c) the Respondent fails to comply with the laws of the Province of Ontario or of Canada, as applicable;
- (d) the Proposal contains false or misleading information;
- (e) the Proposal, in the opinion of the Municipality, reveals a material conflict of interest as described in Section 6.9;
- (f) the Respondent misrepresents any information contained in its Proposal; or,
- (g) there is evidence that the Respondent, its employees, agents, consultants/contractors/service providers or representatives colluded with one or more other Respondents or any of its or their respective employees, agents, consultants/contractors/service providers or representatives in the preparation or submission of Proposals;

5.3 Record and Reputation

Without limiting or restricting any other right or privilege of the Municipality and regardless of whether or not a Proposal or a Respondent otherwise satisfies the requirements of this RFP, the Municipality may disqualify any Proposal from any Respondent, where:

- (a) In the opinion of the Municipal Solicitor or the Purchasing Officer for the Municipality, the commercial relationship between the Municipality and the Respondent has been impaired by the prior and/or current act(s) or omission(s) of such Respondent, including but not limited to:
 - 1) Litigation or potential litigation with the Municipality or related corporations or any public entity;
 - The failure of the Respondent to pay, in full, all outstanding accounts due to the Municipality by the Respondent after the Municipality has made demand for payment;
 - 3) The refusal to follow reasonable directions of the Municipality or to cure a default under an contract with the Municipality as and when required by the Municipality or the Municipality's representatives;
 - The Respondent has previously refused to enter into an Agreement with the Municipality after the Respondent's Proposal was accepted by the Municipality;
 - 5) The Respondent has previously refused to perform or to complete performance of contracted work with the Municipality after the Respondent was awarded the contract;
 - 6) Act(s) or omission(s) of the Respondent has resulted in a claim by the Municipality under a bid bond, a performance bond, a warranty bond or

any other security required to be submitted by the Respondent on a RFP or a Tender within the previous five years.

(b) In the opinion of the Council of the Municipality or the Chief Administrative Officer or the Purchasing Officer, or their designate, there are reasonable grounds to believe that it would not be in the best interests of the Municipality to enter into an Agreement with the Respondent, for reasons including but not limited to the conviction or finding of liability of or against the Respondent or its officers or directors and any associated entities under any taxation legislation in Canada, any criminal or civil law relating to fraud, theft, extortion, threatening, influence peddling and fraudulent misrepresentation, the Environmental Protection Act or corresponding legislation in other jurisdictions, any law regarding occupational health or safety or the Securities Act or related legislation.

6.0 CONDITIONS

6.1 OTHER

The Municipality will not accept responsibility for any delays or costs associated with any reviews or approval processes or with the implementation of any mitigating measures.

Respondents are responsible for obtaining their own independent financial, legal, accounting, engineering, technical and other expert advice.

Submissions that are incomplete or illegible or contain reservations or irregularities of any kind may be rejected.

The data, information and assumptions provided herein have been compiled from sources believed to be reliable and accurate. The Municipality, however, specifically disclaims any responsibility or liability for the accuracy or completeness of such data, information or assumptions or any data or information that the Municipality may provide in the future. A Respondent, prior to submitting its response, shall be solely responsible for making any enquiries necessary to satisfy itself and verify all information upon which reliance shall be made.

The Municipality, in its sole and absolute discretion, may discuss or negotiate with any Respondent, the terms and conditions of its Proposal without any obligation to other Respondents and without giving rise to any rights of other Respondents to amend or negotiate their response.

The Municipality shall not have any obligation to notify any of the Respondents of discussions or negotiations with any other Respondent, to invite amended responses from any other Respondents, to disseminate other information

disclosed to any one Respondent, or to approve a further submission made as a result of such information.

In the event of any differences of opinion, misunderstanding or dispute arising between the Respondent and the Municipality respecting the intent or meaning of this RFP, or accompanying documents, or as to any omission there from or misstatements therein, the decision and interpretation of the Municipality shall be final and binding upon all parties. There shall be no review or appeal of such decision. Respondents are encouraged to seek clarification of the RFP from the RFP Coordinator prior to submission of their Proposal.

By submitting a Proposal, the Respondent is representing that the Respondent has read, understands and accepts the terms and conditions of the Request for Proposal in full.

6.2 Conflict of Interest Statement

- 6.2.1 In its Proposal, the Respondent must disclose to the Municipality any potential conflict of interest that might compromise the performance of the work. If such a conflict of interest does exist, the Municipality may, at its discretion, refuse to consider the Proposal. The Respondent must also disclose whether it is aware of any Municipal employee, Council member or member of a Municipal agency, Corporate or commission or employee thereof having a financial interest in the Respondent and the nature of that interest. If such an interest exists or arises during the evaluation process or the negotiation of the Agreement, the Municipality may, at its discretion, refuse to consider the Proposal or withhold the awarding of any Agreement to the Respondent until the matter is resolved to the Municipality's sole satisfaction.
- 6.2.2 If during the Proposal evaluation process or the negotiation of the Agreement, the Respondent is retained by another client giving rise to a potential conflict of interest, then the Respondent will so inform the Municipality. If the Municipality requests, then the Respondent will refuse the new assignment or will take such steps as are necessary to remove the conflict of interest concerned.
- 6.2.3 It is the policy of the Municipality that entities that are in a non-arm's length relationship with a Successful Respondent, as defined in the *Income Tax Act*, are not permitted to submit quotes, tenders or RFPs where the Successful Respondent participates in the preparation or evaluation of those quotes, tenders or RFPs.

6.3 Non-Collusion

A Respondent shall not discuss or communicate, directly or indirectly, with any other Respondent or their agent or representative of the Proposals. Each Respondent shall attest that its participation in the RFP process is conducted without any collusion or fraud. If the Municipality discovers there has been a breach of this requirement at any time, the Municipality

reserves the right to disqualify the Proposal or terminate any ensuing Agreement.

6.4 Value Added

Respondents are encouraged to be innovative and creative with their Proposals. The Municipality will review and assess any value added features/programs that are proposed. Respondents are requested to clearly demonstrate to the Municipality, the advantages of any value added feature.

6.5 Bankruptcy

In the event that, during the duration of the Agreement, the Successful Respondent makes an assignment for the benefit of creditors, or becomes bankrupt or insolvent, or makes a proposal to its creditors, the Agreement shall immediately be terminated, and the Municipality shall be entitled to enter into an Agreement with another party without the consent of the Successful Respondent.

6.6 Assignment

The Successful Respondent shall not assign the Agreement, or any of the rights thereunder, without the prior written approval of the Municipality, which approval may be withheld by the Municipality at its sole discretion or may be given subject to such terms and conditions as the Municipality may propose.

6.7 W.S.I.B.

The Successful Respondent shall be required to provide a certificate of good standing from the Workplace Safety and Insurance Board prior to commencing work under the Agreement. If the Successful Respondent is unable to submit this certificate because it is claiming an independent operator status, with no insurable workers, the successful Respondent must submit a written confirmation from the Workplace Safety and Insurance Board of its status as an independent operator for the contract.

6.8 Insurance

- 6.8.1 The Successful Respondent shall maintain during the term of the Agreement, comprehensive general liability insurance which shall include the Municipality as an additional insured and shall:
 - a) have a limit of liability of not less than the amount specified in Schedule "A" inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof;
 - b) cover:

Premises and Operations liability
Products and Completed Operations liability
Blanket Contractual liability
Broad Form Property Damage

Contingent Employer's Liability
Cross Liability
Severability of Interests
Owners and Service Providers Protective
Personal Injury liability, including liability arising out of false arrest, detention or imprisonment or malicious prosecution
Libel, Slander or defamation of character
Invasion of privacy
Wrongful eviction or wrongful entry
Employer's Liability
Employees as additional insureds
Non-owned Automobile liability including OEF #96
Hostile Fire

- 6.8.2 The Successful Respondent, if applicable, shall maintain during the term of the Agreement, Professional liability insurance and/or Errors and Omissions (E&O) coverage of not less than the amount specified in Schedule "A". The policy is to be renewed for 3 years following contract termination. A Certificate of Insurance evidencing renewal is to be provided each and every year. If the policy is to be cancelled or non-renewed for any reason, 90 days notice of said cancellation or non-renewal must be provided to the Municipality. The Municipality has the right to request that an Extended Reporting Endorsement be purchased by the Successful Respondent at the Successful Respondent's sole cost.
- 6.8.3 The Successful Respondent, if applicable, shall maintain automobile liability insurance with a limit of liability not less than the amount specified in Schedule "A" per occurrence during the term of the contract.
- 6.8.4 The policies shall be endorsed to provide that the policy or policies will not be altered, cancelled or allowed to lapse without thirty (30) days prior written notice to the Municipality. This notice shall refer to this contract and be filed with The Municipality of Chatham-Kent, Legal Services, 315 King Street, PO Box 640, Chatham, ON., N7M 5K8, Fax: 519-436-3250.

6.9 Indemnification

The Respondent agrees to be responsible for, and to protect, save harmless, and indemnify the Municipality and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the Municipality or for which the Municipality may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Respondent or any subcontractor under this Agreement.

6.10 Compliance

6.10.1 Accessibility for Ontarians with Disabilities Act, 2005

The Municipality is required to comply with the *Accessibility for Ontarians with Disabilities Act*, 2005, S.O. 2005, c.11, as amended, and the associated regulations. Pursuant to the Act, the Municipality is required to ensure that every person who deals with members of the public or other third parties on behalf of the Municipality or who participates in developing the Municipality's policies, practices and procedures governing the provision of goods and services to members of the public or other third parties receives training about the provision of goods or services to persons with disabilities. The Respondent shall ensure that the persons in their organizations who are required to receive training as required by the Act, have received such training or will receive such training prior to the commencement of work under this Agreement. The Municipality may require such persons to successfully complete an assessment of their knowledge of provision of goods and services to persons with disabilities prior to commencement of work for the Municipality. The Municipality will make available to the Respondent an online training program for such persons if requested.

6.10.2 Human Rights, Harassment and Occupational Health and Safety

The Respondent shall be required to comply with the Municipality's policies regarding Human Rights, harassment in the workplace and Occupational Health and Safety.

7.0 LEGAL MATTERS AND RIGHTS OF THE MUNICIPALITY

This RFP is not an offer to enter into either a bidding contract (often referred to as "Contract A") or a contract to a carry out the project (often referred to as "Contract B"). Neither this RFP nor the submission of a Proposal by a Respondent shall create any contractual rights or obligations whatsoever on either the Respondent or the Municipality.

The Municipality may, in its sole discretion, change or discontinue this RFP Process at any time whatsoever. The Municipality may, in its sole discretion, enter into negotiations with any person, whether or not that person is a Respondent or a Short-Listed Respondent, with respect to the work that is the subject of this RFP.

The Municipality may, in its sole discretion, decline to evaluate any Proposal that, in the Municipality's opinion, is incomplete, obscure or does not contain sufficient information to carry out a reasonable evaluation.

Without limiting the generality of RFP Section 5, the Municipality may, in its sole discretion and at any time during the RFP Process,

(a) reject any or all of the Proposals;

- (b) accept any Proposal;
- (c) if only one Proposal is received, elect to accept or reject it;
- (d) elect not to proceed with the RFP;
- (e) alter the Timetable, the RFP Process or any other aspect of this RFP; and
- (f) cancel this RFP and subsequently advertise or call for new Proposals for the subject matter of this RFP.

In addition to and notwithstanding any other term of this RFP, the Municipality shall not be liable for any damages resulting from any claim or cause of action, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise of the Municipality, and including any claim for direct, indirect or consequential damages, including but not limited to damages for loss of profit, loss of reputation, injury to property and bodily injury that results from the Respondents' participation in the RFP process, including but not limited to:

- (a) the disclosure of a Respondent's confidential information;
- (b) the costs of preparation of a Respondent's Proposal, whether it is accepted, disqualified or rejected;
- (c) any delays, or any costs associated with such delays, in the RFP Process;
- (d) any errors in any information supplied by the Municipality to the Respondents;
- (e) the cancellation of the RFP; and,
- (f) the award of the contract to a Respondent other than the Respondent recommended by the Proposal Review Committee;

Schedule "A" – ADDITIONAL INFORMATION FOR RESPONDENTS

1. Respondents' Meeting (Se	ection 3.10)		
Respondents' meeting to be	held	⊠ Yes	□No
	014 Centre, 315 King St. W il Chambers	est, Chatham	
Odulio	ii Oriailibers		
Mandatory:		Yes	□No
2. Evaluation Criteria (Section	n 4.2)		
The Proposal Evaluation Co evaluate the Proposals:	ommittee will use the fo	ollowing weigl	nted criteria to
Weight			
 i. Pricing and related costs 70% (Tonnages are used for evaluation purposes only and not guaranteed Total price by service, and/or based on tonnage provided in the appropriate appendix/form will be used 			
ii. Age of Equipment 5% Submissions should and vehicles to be us			• •

- iii.Company Profile 15%
 - experience, references, ability to provide administrative support to contract (local office and presence), adherence to fair wage schedule. Consideration for the Ontarians with Disabilities Act shall also apply.

information provided. All vehicles are to be newly painted upon reaching five years of age. The Municipality reserves the right to request vehicles and/or equipment be replaced where deemed appropriate. All decisions in this regard are final. All vehicles at the contract start date must be 2014 model year or newer. Submissions should be clear on the fleet they

are providing and any schedules regarding new vehicles to be phased-in.

iv. Quality of approach and methodology to meet project objectives 10%

3. Insurance (Section 6.15)

The Successful Respondent will be required to have the following insurance policies and coverages,

		Coverage Amount	
	General Liability	5,000,000.00	
	Errors and Omissions		
	Automobile	5,000,000.00	
\boxtimes	Other		
Description: The Municipality shall be named as an Additional			
Insu	Insured on the policy		

REQUEST FOR PROPOSALS

Refuse and Recycling Collection

RFP No: R14-116

Schedule A

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1.0 CONTRACT DEFINITIONS

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

- "Additional Work" means work or materials not provided for in the Contract and not considered by the *Municipality of Chatham-Kent* to be essential to the satisfactory completion of the Contract within its intended scope.
- "Agreement", "Collection Agreement" means the overall master Agreement between the *Municipality of Chatham-Kent* and the Contractor for the provision of Services specified in RFP: R13-116 including Schedules, Appendixes, Maps, completed Proposal Forms and Addendum attached thereto.
- "Aluminum" includes aluminum containers such as pop cans, pie plates, tart containers, TV dinner trays, roasters, and household aluminum foil.
- "Apartment Building" means a detached building containing six (6) or more dwelling units.
- "Applicable Laws" means all law, statutes, regulations, by-laws, codes, guidelines and policies having the force of law, Certificates of Approval, waste haulers' certificates and other approvals, now or hereafter in existence having the force of law, that are relevant and applicable to the Work.
- "Approved Container" means a garbage bag, cardboard box, garbage can or cart approved for collection by the *Municipality of Chatham-Kent* (see Appendix "F" Curbside Waste Collection Bylaw for container specifications).
- "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 *Municipality of Chatham-Kent*.
- "**Blue box**" means the container that is intended for the storage and collection of Recyclable Materials as approved by the *Municipality of Chatham-Kent*.
- "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
- "Cart" means a 2-wheel container with lid that is intended for the storage and collection of refuse or recyclable materials at designated locations and is compatible with collection trucks.

- "Certificate of Approval" means all Certificates of Approval or Provisional Certificates of Approval issued by the MOE for a Waste Management System.
- "C of A" means Certificate of Approval, as issued by the MOE.
- "Change Order" means a written document authorizing changes to Services, as issued by the *Municipality of Chatham-Kent*.
- "Conditions" means all written material or printed descriptions outlining the conditions to which the Work, in compliance with the Specifications, is to be carried out under this Contract.
- "Contract", "Contract Documents" means the executed Agreement entered into between the *Municipality of Chatham-Kent* 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 Proponents, the Proposal, Contract Performance Security, Specifications, Appendixes, completed Proposal Forms, General Conditions of the Contract, Maps, 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.
- "Contract Prices" means the prices set out as Bid Price and Total Bid Price in the Price Proposal Form for which the Contractor will perform the Work.
- "Contractor" means the person or persons who execute the Contract with the *Municipality of Chatham-Kent* who have undertaken to carry out the Contract, and a reference to the Contractor includes its officers, directors, employees, agents and Sub-contractors.
- "Council" means the Council of the Municipality of Chatham-Kent.
- "Municipality of Chatham-Kent" means Municipality of Chatham-Kent or Municipality.
- "Municipality of Chatham-Kent Representative" means the employee(s) or delegate(s) of the Municipality of Chatham-Kent acting on behalf of the Municipality of Chatham-Kent in terms of administration and enforcement of this Contract.
- "Curbside" means the edge of the travelled portion of the road (curb or shoulder).
- "Designated Sites" mean the sites designated and approved by the Municipality of Chatham-Kent where garbage and recyclable materials are to be delivered.
- "Dispute" means any controversy, dispute or claim between the Parties in connection with, relating to, or arising out of the Agreement (including any question regarding its validity, interpretation or termination or the performance or non-performance of a Party) that cannot be resolved as specified in General Condition.
- "Dwelling Unit", also referred to as a household, means a unit consisting of one or more rooms designed for use as a single housekeeping establishment.

- "Employment Insurance Act" means Employment Insurance Act, S.C. 1996, c. 23, as amended and the regulations thereunder.
- **"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.
- "FCA" means fuel cost adjustment
- "Gable Top Cartons" includes any folding top, paper beverage or food container.
- "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.
- "Household", also referred to as dwelling unit, means any dwelling or multi-unit dwelling.
- "Householder" means any Owner, occupant, lessee, tenant, or any person having use, occupation and / or charge of any dwelling or multi-unit dwelling.
- "Industrial/Commercial/Institutional (IC&I)" means any premises used for industrial or manufacturing process; profession, trade or business; or institutional purpose.
- "LCBO Container" means any container or package in which alcoholic beverages are sold by the Liquor Control Board of Ontario.
- **"LDPE"** means Low Density Polyethylene 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 *Municipality of Chatham-Kent's* 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.

- "MOE" means Ontario Ministry of the Environment.
- "Multi-Unit Dwelling" means a detached building containing more than one but less than six (6) dwelling units, and includes a rooming house.
- "Municipality" means a member (local) Municipality forming part of the *Municipality of Chatham-Kent* for municipal purposes.
- "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 the approved MRF is capable of processing.
- "Owner" means the Municipality of Chatham-Kent.
- "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 <u>Environmental Protection Act</u> Ontario.
- "Party" means the Municipality of Chatham-Kent or the Contractor.
- "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.
- **"PVC"** means Polyvinyl Chloride clean food and beverage containers sometimes marked with SPI code #3.
- "Reasonable", "Reasonable Efforts" means "a level of effort which, in the exercise of reasonable judgment in the light of facts or circumstances known, or which should reasonably be known, at the time a decision is made, can be expected by a reasonable person to accomplish the desired result at a reasonable cost and in a manner consistent with industry standards and practices.
- "Recyclable Materials" 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 designated by the *Municipality of Chatham-Kent*.
- "Residential Household" means any residential property dwelling or multi-unit dwelling including Apartments, receiving curbside refuse and recyclable material collection Services.

- "Recyclables" means those products accepted in the blue box program by the *Municipality of Chatham-Kent* for diversion from landfill, including those that are currently accepted as well as those that may be added to the blue box program in the future.
- "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.
- "Serviced Unit" means a single dwelling unit, a multi-unit dwelling, an Industrial, Commercial, Institutional (ICI) unit or Small Commercial Business which is located within a curbside collection area.
- "Services" means all materials, equipment, fixtures, work, labour, supplies and acts required to be done, furnished and/or performed by the Proponent.
- "Small Commercial Establishment" means any place other than a Residential Property and includes retail outlets, daycares, restaurants and other places of business that put out Refuse or Recyclable Material for curbside collection and which meets the Municipality's objective, per Small Commercial Establishment and any other requirement established by the Municipality.
- "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.
- "**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.
- "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 Appendixes form part of the Specifications.
- "Street" means any public road, street, lane, alley, square, place, thoroughfare or way within the limits of the *Municipality of Chatham-Kent*.
- **"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.
- "Unassumed Roads" means any area or road or laneway that has not been assumed by the local Municipality.
- "**Unit Price**" means the price per (stop or tonne) to collect Refuse or Recyclable Material as agreed by the Contractor and the *Municipality of Chatham-Kent*.

"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.

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

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

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

ADDITIONAL INFORMATION, SCOPE OF WORK AND CONTENTS OF PROPOSAL

2.0 PROPOSAL CRITERIA

2.1 INTRODUCTION

The Municipality of Chatham-Kent (the Municipality) Waste and Recycling Services Department is seeking proposals for the collection of refuse and recyclable materials and the processing/marketing of recyclable materials.

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

2.2 TERM OF THE PROJECT

The term of any contract arising out of this RFP will run from Thursday, January 02, 2015 for a period of seven (7) years, with an option to extend the contract for up to two (2) additional years, subject to the same terms and conditions and subject to the approval of both parties. However, this does not mean that the Municipality of Chatham-Kent is obligated to extend any agreement beyond the original seven (7) year period.

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3.0 PROJECT REQUIREMENTS

3.1 INTRODUCTION

The RFP is for the collection of refuse and recyclable materials and the processing/marketing of recyclable materials. All refuse is to be delivered to the Ridge Landfill Facility location in South-Central Chatham-Kent. Blue box recyclables are to be collected and delivered to a licenced Material Recovery Facility (MRF) to be arranged by the contractor and approved by Chatham-Kent.

The following is a breakdown of services and service areas:

- Curbside collection of refuse in communities within the boundaries of the Municipality of Chatham-Kent. Waste collection vehicles must be capable of collecting both 68 and 95 gallon toter carts as well as bagged residential waste and residential trash containers up to 196 liter capacity.
- ii. Curbside collection of recyclables in communities within the boundaries of the Municipality of Chatham-Kent. Recycling collection vehicles must be capable of collecting both 68 and 95 gallon toter carts as well as curbside blue/black boxes.
- iii. Refuse and recycling container collection (various sizes specified in Appendices "B" & "C") from eight (8) municipally owned and operated transfer stations and three (3) municipally owned and operated leaf and yard depots.
- iv. Scrap metal bins (various sizes specified in Appendix "B" below) from four (4) of the eight (8) municipally owned and operated transfer stations. Scrap metal including white goods are to be marketed/sold by the collection contractor and 100% of sale proceeds are to be credited to the Municipality monthly.
- v. Processing and marketing/sales of blue box recyclable materials. Sale proceeds are to be credited to the Municipality monthly.

NOTE: Certain restrictions and requirements apply to the collection of both refuse and recycling. Submission of a RFP will be considered proof that the bidder has read and understood all collection conditions.

3.2 PROJECT COSTS

Each proposal submitted in response to this RFP must include a completed "Proposal Form A-4", the Pricing Sheet that shows the cost in Canadian dollars including applicable taxes and other costs. Prices for any proposed alternatives shall be included in "Proposal Form A-5", a Description and Costs of Alternative Proposals.

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3.3 BACKGROUND OF THE PROJECT

The Municipality offers curbside refuse and recyclable material collection to institutional, commercial, industrial (ICI) and residential properties within the following communities:

1.	Bates Subdivision	10.	Howard (South of Hwy 401 Only)
2.	Blenheim	11.	Merlin
3.	Bothwell	12.	Ridgetown
4.	Chatham and Fringe Area	13.	Romney
5.	Dealtown	14.	Rondeau Bay Estates
6.	Dresden	15.	Thamesville
7.	Erie Beach	16.	Tilbury
8.	Erieau	17.	Wallaceburg and Fringe Area
9.	Highgate	18.	Wheatley

A map of each Community is attached as Appendix "G" and a list of properties to be collected in the Chatham and Wallaceburg Fringe areas is attached as Appendix "H".

Blue Box Recycling

A two-stream recycling program for all properties is utilized as follows:

Blue box materials

- Plastic containers (#1-7)
- Metal beverage and food cans
- Clear and coloured glass jars and bottles
- Aluminum foil and containers

Black box materials

- Newsprint (including inserts, telephone books, etc.)
- Magazines, catalogues and books (with hard covers removed)
- Unwaxed corrugated cardboard
- Boxboard (including egg cartons, drink trays, paper towel tubes, etc.)
- Mixed household paper (including junk mail, envelopes, paper bags, etc.)
- Paper Beverage Cartons (including milk, juice and Tetra Pak cartons and hot beverage paper cups)

Due to the volume generated, ICI properties have the option to utilize a recycling toter cart(s) which is hydraulically emptied by the recycling truck. Toter carts are available in one size; 95-gallon. Pre-existing 68-gallon carts are also eligible for collection.

There are no limits imposed on recyclable material at the curb provided that it conforms to the current Curbside Waste Collection By-Law (Appendix F). The Municipality reserves the right to add to the types of recyclables collected.

Refuse

Single family dwellings are entitled to three (3) bags/items of refuse each week. Multi-residential units such as a duplex would be entitled to six (6) bags/items; tri-plex would be entitled to 9 bags, etc. Properties up to and including five (5) units are calculated in this fashion. All other properties would be considered commercial.

ICI properties are entitled to 1.6 cubic metres (equivalent to 24 bags/items or five (5) 95-gallon toter carts) each week.

The contractor shall periodically order, label, store and deliver toter carts on behalf of the Municipality. The Municipality shall supply or reimburse the contractor for cart purchases.

An estimate of the tonnage generated by each Community is attached as Appendix "A". Note that tonnage estimates are based on 2013 volumes and a four bag/item limit and therefore may vary as garbage bag limits and residential habits change and recycling incentives/education continues. The residential bag/item limit will be three (3) in 2015. Payment will be based on actual tonnages delivered to the Ridge Landfill.

Transfer Stations

Rural residents utilize one of the following transfer stations to dispose of refuse and recycling:

Transfer Station	Address	Open to Public
Camden	12187 Splinter Line	Saturday
Chatham Township	9753 Darrell Line	Wednesday and Saturday
Dover	25280 Big Pointe Road	Saturday
Harwich	21633 Communication Road	Monday, Wednesday, Friday and Saturday
Howard	12923 Magnavilla Line	Saturday
Orford	20908 Hetherington Road	Saturday
Tilbury East	22362 Depot Road	Saturday
Wallaceburg	505 Water St.	Monday through Saturday

An estimate of the tonnage generated and the number of lifts for refuse, recycling and scrap metal containers by each transfer station is attached as Appendix "B".

Please note that the information provided is based on 2013 data and may fluctuate. Payment will be based on actual tonnages. The site operator will submit service requirements at least weekly to the contractor.

Leaf and Yard Depots

There are three (3) Leaf and Yard Depots that will require 6 yd. overhead bins to be emptied periodically They are:

- 1. Chatham, 22843 Creek Road
- 2. Ridgetown, 100 Erie St. North
- 3. Romney, 22022 Wheatley Road

An estimate of the number of lifts per year is attached as Appendix "C".

3.4 OBJECTIVES

The objective of this RFP is to ensure that the Municipality of Chatham-Kent provides efficient refuse and recycling services under the existing levels of service, while considering the efficiency and effectiveness of alternate levels of service.

3.5 ASSUMPTIONS

In preparing their RFP submission, proponents should carefully review all schedules, maps, and appendixes which outline the key factors that will be incorporated into the contract resulting from this RFP, including responsibilities of the contractor and the Municipality.

3.6 RESOURCE REQUIREMENTS

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

3.7 FORMAL CONTRACT

Any proponent offered work as a result of this RFP will be required to sign a contract. The final contract must be satisfactory to the Legal Division of the Municipality of Chatham-Kent, which will include, but not be limited to, provisions set out in this RFP.

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4.0 CONTRACT ADMINISTRATION TERMS AND CONDITIONS

The contractor agrees to participate in Contact Management Meetings as frequently as shall be deemed necessary by the Municipality.

4.1 CONTRACT SUPERVISION BY THE CONTRACTOR

The Municipality will be provided with the name, address and telephone numbers of the contractor's representatives who may be contacted and available 24 hours per day, 7 days per week, on matters relating to this contract.

The contractor shall have, on duty at all times, sufficient and qualified supervisors to properly direct the work, each having a telephone and two-way radio-equipped vehicles so as to ensure a courteous, prompt and efficient service for handling complaints. These vehicles will be equipped to pick up missed refuse/recyclable materials.

4.2 OFFICE AND EQUIPMENT

The contractor shall maintain a local office equipped with a local telephone number, fax machine and a two-way radio capable of contacting each truck. This will ensure fast and efficient communication with both the public and Waste and Recycling Services to resolve issues and address problem areas. The office will be staffed during all working hours to handle complaints concerning the collection services. The default staffing condition shall be that a live person shall receive calls from residents. The office shall be staffed on all collection days to receive, record and respond to complaints and record a description of corrective action taken. An answering machine/service shall be in operation during office hours when staff are occupied on other lines as well as after-hours.

Furthermore, the contractor is required to supply an after-hours toll free phone number and shall ensure that staff are available to collect and remove materials after hours or on weekends or in emergency situations as directed by the Municipality. The contractor shall supply records of complaints and their resolution on a monthly basis in an electronic format compatible with the existing municipal CityView, Service Request System.

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

The contractor is obliged to maintain the equipment in good order. At the commencement of the contract, vehicles shall be 2014 model year or newer. Where, in the opinion of the Municipality, conditions are not suitable or safe for the use of certain equipment or vehicles, the contractor will, upon the written order of the Municipality, 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.

4.3 BLUE BOX RECYCLABLES

The processing contractor shall market and sell recovered recyclables to the best of their ability in accordance with current market prices. The contractor shall credit a minimum of 80% of the gross revenue received from the sale of recovered material to the Municipality monthly as an offset credit against the cost of processing the recyclable material. The

contractor may indicate such higher percentage of revenue to be credited to the Municipality as they deem fit on the contract pricing page. In the event the offset credit exceeds the cost of processing, the difference shall be paid by cheque no later than 10 days following receipt of the monthly processing report.

The contractor will include in this tender the location of the processing facility and identify monthly the markets secured for sale of recovered material. The contractor shall permit the Municipality to audit the material quality, quantity, residue, marketing, sale prices received, sales agreements, shipping records and any other records pertinent to the contract resulting from this RFP, on short notice. Any irregularities resulting from an audit that are not immediately corrected by the contractor to the satisfaction of the Municipality may result in the cancellation of the processing contract.

4.4 LIQUIDATED DAMAGES

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

Incident **Amount** Unit Late collection after time specified 500 per route Failure to respond to resident complaint as 500 per incident directed by Municipality Failure to return for missed collection as 500 per incident directed by Municipality Improperly replaced containers \$ 500 per incident Discourtesy or inappropriate behaviour \$ 1.000 per incident Contractor's staff scavenging recyclable 500 per incident materials Failure to resolve damage claim to 1.000 per incident resident's property within allowable time Failure to submit reports/deliberately \$ 5,000 per incident submitting inaccurate reports Failure to clean up spillage (plus cleanup \$ 5,000 per incident and safe disposal costs) e.g. hydraulic oil

Table 1

4.5 PRIVATE ACCOUNTS

Failure to pick up litter in a timely manner

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

200

per incident

\$50,000.00 on the third occurrence. A fourth occurrence will result in the forfeiture of the contract.

4.6 RIGHT TO EXPAND OR LET ADDITIONAL CONTRACTS

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

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

4.7 SUB-CONTRACT

The contractor will keep the work under the contractor's personal control. The contractor must submit with the RFP a List of Sub-Contractors (Proposal Form A-3). After award of the RFP, the contractor will not be permitted to sublet any portion of the work to any other Sub-Contractor unless approved by the Municipality. The fact that the contractor is permitted to sublet any portion of the work as aforesaid will not, however, relieve the contractor of any responsibility for the proper commencement, execution and completion of the work according to the terms of the Contract, and the contractor will be fully responsible for the Sub-Contractor's work and acts.

4.8 PERMITS AND LICENSES

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

4.9 GENERAL PAYMENT TERMS

All payments will be made in Canadian dollars. Payments will be made based on monthly invoices from the contractor to the Municipality, which will be based on the units of payments as specified in Appendix "A", Appendix "B" and/or Appendix "C".

Where there is a question of non-performance by the contractor of the work, the Municipality may withhold payment in whole or in part.

4.10 COLLECTION PAYMENT

The contractor will invoice the Municipality on a monthly basis, in a form approved by the Municipality, for all refuse and recyclable materials collected that month as measured by the incoming weight at the landfill/MRF's weigh scale. Payment shall be based on the unit prices as specified in Appendix "A", Appendix "B" and/or Appendix "C".

4.11 FUEL COST ADJUSTMENT (FCA)

The Municipality of Chatham-Kent will make adjustments to the monthly payment owing the contractor to compensate for fluctuations in the price of diesel fuel only, based upon

changes to the Ministry of Transportation *Fuel Cost Adjustment Index* (FCAI). The index will be as calculated by the Ministry of Energy and published monthly in the Ministry of

Transportation <u>Contract Bulletin</u> for each calendar month and will reflect the previous month's prices. For FCAI see:

http://www.raqs.merx.com/public/bulletin/bulletin.jsf

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

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

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

The FCA will be calculated using the following formula:

```
FCA = DFC \times (FCAI (m) - FCAI (rfp) +/- 5) / 100
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FCA = fuel cost adjustment

DFC = diesel fuel consumption

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

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

Examples:

FCAI (rfp) = 92.00 DFC = 10,000 litres

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(1) if FCAI (m) = 98.50, then FCA = 10,000 \times (98.50 - 92.00 - 5) / <math>100 = $150
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(2) if FCAI (m) =
$$85.50$$
, then FCA = $10,000 \times (85.50 - 92.00 + 5) / 100 = ($150)$

Note: All submissions must include a price per litre for clear ultra-low sulphur diesel fuel to be quoted on the day of closure of this RFP. This price is to be shown in Proposal Form A-4, (Pricing Summary Sheet).

The base price of fuel for the term(s) of the contract will be established at the date of closure of this RFP.

4.12 MONIES DUE TO MUNICIPALITY

In the event that there are any monies payable to the Municipality by the contractor under the terms of this contract or there are any monies payable by the Municipality to any other

person, firm or corporation as a result of any default by the contractor under this contract, such monies shall be deducted from and retained out of any monies due from the Municipality to the contractor or may be recovered from the contractor or the contractor's surety pursuant to the performance bond as a debt due to the Municipality.

Any and all amounts payable to the Municipality shall bear interest at the rate of one percent (1%) per month compounded monthly, after thirty (30) days from the due date.

4.13 CONSUMER PRICE INDEX ADJUSTMENT

There shall be <u>no</u> CPI adjustment for the term of this contract. "NOTE:" Pursuant to section 4.11, a monthly Fuel Cost Adjustment (FCA) will be made in accordance with the provisions above.

4.14 NEGOTIATIONS DURING CONTRACT TERM

At any time during the term of the contract, the contractor agrees to negotiate changes to the collection and processing operations that may be required in order to take advantage of new waste management technologies that lead to a superior and more beneficial system. Negotiations for payment to the contractor for work not specified herein will be based on a comparison of similar work that is specified herein, and as specifically measured by the increase or decrease in process time required, staffing, equipment, etc., each of which will be specifically identified, fully itemized, and justified. If similar comparison is not practical, then the item will be specifically negotiated on the basis of proven and demonstrated incremental expenses.

4.15 REMEDIES

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

4.16 BOOKS, INVOICES AND RECORDS

The contractor will maintain and keep sufficiently complete and accurate books, payrolls, accounts and records relating to the performance of the contract to permit their verification and audit and they will have no claim to payment unless such books, payrolls, accounts and records have been so maintained and kept. A daily log will also be compiled indicating addresses for which material was placed out late, in excess, not in proper containers, overloaded 95 gallon toter carts, etc. The contractor will furnish all the time sheets, records, weigh bills, bills of lading and other vouchers, on request by the Municipality in a format compatible with municipal systems.

All invoices will indicate the tonnage of garbage and/or recycling collected from each curbside community. The same will apply for transfer stations.

4.17 CONDUCT OF EMPLOYEES

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

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ensure that a high standard of service, courtesy and consideration is exhibited in all of their dealings with residents, visitors and the general public and that they conduct all of their operations, including its administrative functions, with the utmost regard for enhancing

public relations and in recognition of the need to uphold and maintain the positive public image of the Municipality.

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

4.18 IDENTIFICATION OF EMPLOYEES

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

4.19 LABOUR ACTION OR DISRUPTION CONTINGENCY PLAN

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

4.20 NOTICE TO THE PUBLIC

The contractor will participate, each year of the contract, in the Chatham-Kent Residential Collection Calendar by:

- Providing collection schedules in the form of a waste collection guide and information for those communities in which they collect as required.
- Distributing program information from time to time by leaving flyers, etc. in residential blue boxes as required.
- All items (calendar, flyer) must be approved by the Municipality prior to printing and distribution.
- Provide for the preparation, printing and distributing of a municipally approved waste and recycling services calendar by mail at the municipal postage rate.

The contractor will accept the cost of producing a yearly Residential Recycling and Waste Collection Calendar including postage and delivery to all residents receiving curbside collection. There are currently 33,000 copies required for the curbside collection program. The supplier, development and final decisions on the content of the calendar will be the responsibility of the Municipality. The estimated yearly cost of the 33,000 calendars (based on 2013) is \$12,490 + HST plus postage. The contractor will be required to hand deliver approximately 1500 calendars to select households located in the Fringe areas of Chatham and Wallaceburg. An electronic version of the calendar can be viewed at http://www.chatham-kent.ca/GarbageandRecycling/Pages/GarbageRecycling.aspx.

The contractor will be responsible for all notices to the public, including the preparation of and payment for all advertisements to announce the commencement of operations under this contract and any and all changes of service as required under this contract. Public notice as affects the Municipality as a whole shall constitute advertising in the local newspaper(s) and on all local radio station(s) at least three times starting two weeks in

advance of the change. Waste and Recycling Services will co-ordinate and approve all newspaper advertising in conjunction with the contractor as required.

The size and/or duration and/or wording of all advertisements must be approved by the Manager of Waste and Recycling Services three-weeks prior to submitting the ad.

It will be the contractor's responsibility to make known to the public through local advertisement, their office phone numbers and hours of operation. This notice shall be advertised from time to time at the discretion of the Manager of Waste and Recycling Services, but no less than annually throughout the term of the contract.

4.21 GENERAL RFP PROVISIONS

Disputes. In cases of dispute as to whether or not deliverables meet the requirements of the Municipality of Chatham-Kent, the decision of such agent, mediator or arbitrator as the Municipality of Chatham-Kent may appoint will be final and binding.

"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 *Municipality of Chatham-Kent* 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.

4.22 STRIKES & LOCKOUTS

In the event of a strike or lockout, the Contractor is responsible to maintain all curbside collection and unloading services, to whatever reasonable degree possible, and if necessary in co-operation with the *Municipality of Chatham-Kent* as specified in the General Conditions "Force Majeure Clause".

4.23 Performance Bond

The Successful Proponent shall upon written notice from the Corporation be required to furnish within seven (7) days, a performance bond, letter of credit or certified cheque for the

amount of 100% of the total proposed price to guarantee the full and due performance of the work including maintenance of the works for a period of 12 months. This shall be renewed annually.

5.0 COLLECTION SPECIFICATIONS

5.1 SCOPE OF COLLECTION

The contractor will collect all refuse and recyclables from all households, common areas as directed, designated municipal locations, and IC&I establishments as directed on all roads maintained by the Province or the Municipality and on any private roads as designated by the Municipality.

5.2 CONTRACTOR RESPONSIBILITIES

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

- 1. Supplying licenses, insurance, fuel and maintenance of rolling stock;
- 2. Radio communications, including licenses and airtime;
- 3. Supplies for the Contractor's staff (e.g. first aid kits, clothing, etc.);
- 4. Delivery of recycling boxes/toter carts and/or garbage containers as required.

5.3 MUNICIPAL RESPONSIBILITIES

The Municipality will be responsible for the:

- 1. Supply and replacement of blue boxes and black boxes
- 2. General advertising, promotion and education (with the exception of items listed in section 4.20 of Contract Administration Terms and Conditions).

5.4 ROUTING

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

Changes to existing routes will be advertised by the Municipality at the beginning of the contract.

Within 30 days of being awarded the contract, the contractor will submit to the Municipality detailed maps and schedules showing each truck, the starting time and point for each truck, the route for each truck and the finishing time and point for each truck. The individual collection routes and collection days will not be changed during the contract without prior written approval of the Municipality.

The contractor agrees to collect refuse and recycling in the following areas on Monday as it is designated a 'seasonal/cottage area':

 The entire community of Rondeau Bay Estates including all residents located on Rondeau Estates Line.

- 2. The entire community of Bates Subdivision including those residents located on Bates Drive, Coho Street, Hill Road (South of New Scotland Line only), Onoko Line, Pike Street, Rose Beach Line and Terrace Beach Line.
- 3. The entire communities of Erieau and Erie Beach.

5.5 STATUTORY HOLIDAYS

For the purpose of this contract, Statutory Holidays will be the following days:

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

In the event of a Statutory Holiday, there will be no collection service on that day. When the regular collection day falls on a Statutory Holiday, the collection schedule for the remaining days of the week will generally be delayed by one day, with Saturday making up for the missed day. In the event that both Christmas Day and Boxing Day fall during the work week, it may be necessary to adjust the schedule and have collection crews collect during a statutory holiday in order to have all communities collected in that week.

The contractor must schedule for Statutory Holidays following municipal approval.

5.6 TIME OF DAY

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

5.7 COLLECTION FOR DOWNTOWN AREAS AND OTHER COMMERCIAL PROPERTIES

The contractor will complete multiple collections per week of the following downtown core areas. The second collection is to be completed between 9:00 am and 10:00 am to ensure there is no garbage remaining at the curb during regular business hours. Commercial collection areas and required collection days are indicated in Appendix "E" and consist of the following:

- 1. Blenheim** (#65) (R1)
- 2. Chatham*** (#200)
- 3. Dresden** (#75)
- 4. Ridgetown** (#60)
- 5. Tilbury** (#70) (RGA)
- 6. Wallaceburg** (#100)

^{**} denotes downtown core area receiving garbage collection twice/week

^{***} denotes downtown core area receiving garbage collection three times/week

^(#) denotes the estimated number of commercial stops in the respective downtowns plus other commercial stops

(R1) The Blenheim Central Business District shall receive curbside recycling weekly. (RGA) Appendix "E" also contains a map of the Town of Tilbury commercial properties collected and an additional map which shows alleys collected for residential garbage only and alleys that receive both residential garbage and recycling collection. Customers receiving service in alleys do not receive any street service.

Additional collections for new businesses or other commercial stops may be required but must be pre-approved by the Municipality.

5.8 LITTER CONTAINER COLLECTION

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

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

In addition to the downtown core areas, the following three litter containers located on McNaughton Ave. East in the Community of Chatham will also be collected:

- 1. South side entrance to McDonald's Restaurant (McNaughton Ave. East, east of St. Clair St.)
- 2. Northeast corner of Victoria Ave. and McNaughton Ave. East
- 3. Northwest corner of Delaware Ave. and McNaughton Ave. East

The Municipality may add or delete to the number of litter containers as part of this RFP at no additional cost. The Municipality shall have the option of introducing recycling containers/receptacles in the downtown cores in the future at no additional cost. The Municipality currently has no plans to introduce recycling containers and agrees to solicit input from the contractor for this addition prior to implementation.

5.9 NEW COLLECTION AREAS

The contractor, upon notification, will assume the responsibility for collection services when a petition process for a specific area is approved for curbside collection or, as soon as any new homes, buildings and subdivisions are ready for service as determined by the Municipality.

5.10 RETURNING CONTAINERS AFTER EMPTYING

All refuse and recycling containers shall be replaced in approximately the same position in which they were located prior to collection, but in no case shall they be replaced on the traveled portion of the road or the pedestrian portion of the sidewalk or driveway obstructing its use. Emptied blue and or black boxes shall be placed upside down in order to help prevent them from being blown by the wind. If non-collectable material is left, then blue and/or black boxes shall not be placed upside down. Care shall be used not to damage the containers during collection and the contractor shall be responsible for all damage to containers as a result of collection operations.

5.11 CONTRACTOR NOT TO COLLECT

The contractor is not required to collect any material:

- 1. That is not recyclable under the Municipality of Chatham-Kent recycling program (refer to Appendix "D").
- 2. That does not meet setout requirements (e.g. non-prescribed containers, excessive refuse, etc.).
- 3. Where there is a health risk to the collector (e.g. broken glass, hazardous materials, needles, sharps, bee/wasp problems). Non-collectable recyclable material is to be left in the blue and/or black box.
- 4. A black box that contains any material other than fiber material (e.g. glass, plastics, cans)

5.12 HOUSEHOLDER NON-COLLECTABLE NOTIFICATION

Chatham-Kent reserves the right to request courtesy tags which would advise residents of reasons why the material remaining in their container has been left behind. Tags are to be provided at the contractor's expense and approved for use by the Municipality prior to distribution.

5.13 MISSED COLLECTION

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

5.14 SPILLAGE AND LITTER

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

5.15 MECHANICAL OR OIL SPILLS

The contractor will report promptly to the Ministry of the Environment and the Municipality spills or discharges of pollutants or contaminants under the control of the contractor. Such spills or discharges and their adverse effects are defined in the Environmental Protection Act, R.S.O. 1990 (EPA), as amended and all regulations thereto. The contractor shall comply with the requirement of the EPA including, all notice requirements and be responsible for clean-up and all associated costs.

5.16 CUSTOMER SERVICE LINE OPERATION

Calls from residents for information and complaints will be directed to a customer service number to be set up by the contractor. The contractor will operate the customer service number in a courteous manner during regular business hours to the satisfaction of the Municipality. Records must be kept of all complaints, information requests and any follow-up action taken, and the record of this information is to be delivered to the Municipality as required in an electronic format suitable to the Municipality.

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5.17 VEHICLES

All equipment used in the execution of the contract will be mechanically sound and 2014 model year or newer. Copies of the Ministry of Transportation certificates of inspection for all collection vehicles shall be submitted to the Municipality on an annual basis. Recycling collection vehicles may use compaction to levels specified acceptable by the materials recycling facility which may be subject to change periodically or season to season.

5.18 VEHICLE APPEARANCE

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

The Municipality may request the contractor re-paint any or all vehicles during the life of the contract, at the contractor's expense.

Advertising, posters or artwork provided by the Municipality are to be displayed on vehicles as requested by the Waste and Recycling Services Department from time to time.

5.19 REPORTS OF CLAIMS, DAMAGES AND INCIDENTS

All incidents involving residents will be reported to the Municipality immediately. Copies of all claims and reported damages must be reported to the Municipality in written form for each occurrence. The contractor will resolve all claims for damages from residents within thirty (30) days upon receipt of the claim in writing and advise Waste and Recycling Services staff at the end of each month.

In addition the contractor will be responsible for replacement blue/black boxes and garbage containers where it can be established that the contractor is at fault and as required by Waste and Recycling Services. Container damage claims do not need to be in a written format.

5.20 COOPERATION WITH SPECIAL STUDIES

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

5.21 ADVERTISING, PROMOTION AND EDUCATION

The Municipality will be responsible for general advertising and the design, production and distribution of all promotion and education material with the exception of those items in Section 4.20 of Contract Administration Terms and Conditions.

5.22 YARD WASTE

Residents must tie brush/sticks securely with a rope or twine in bundles having a weight of not more than 27 kilograms (60 lbs.) and dimensions of not more than 1 ½ metres by 1 metre by 1 metre (5 feet by 3 feet by 3 feet). Each bundle is considered one item towards the residential bag/item weekly limit.

The contractor is not to collect any leaf, grass or yard waste that is placed at the curb in clear transparent bags or bundles of brush in the following communities during the periods noted below as the municipal Public Works Department is responsible to collect it. Yard waste collection by Public Works is subject to change. As a result, the Municipality cannot guarantee tonnage associated with leaf and yard waste programs:

Bates Subdivision

Leaf and yard waste pick-up during the spring, summer and fall.

<u>Blenheim</u>

Leaf pick up from October 15th to Dec. 15th. Brush pick up bi-weekly from April 15th to October 15th.

Bothwell

Brush, leaves, grass and yard waste pick up from April 15th to the end of September.

Erieau and Erie Beach

Brush pick up from Apr. 15th to Oct. 15th

Ridgetown

Brush, leaves, grass and yard waste in the spring, summer and fall.

Thamesville

Brush, leaves, grass and yard waste from April 15th to the end of September.

Tilbury

Brush, leaves, grass and yard waste in the spring and fall.

5.23 LARGE ITEM PICKUP

The Municipality collects large items of refuse with regular garbage. Each collectable large item (e.g. furniture, mattress, etc.) is considered to be one item towards the residential bag limit. The list of non-collectable items is attached as "Appendix "D" subject to change from time to time by the Municipality.

5.24 DISPOSAL OF REFUSE

All refuse collected (via curbside and/or transfer station) must be delivered to the Ridge Landfill located at 20262 Erieau Road. The Municipality will pay the Ridge Landfill directly for all waste delivered based on tonnage reports submitted in the acceptable format.

5.25 RECYCLABLE MATERIAL

Proposals should clearly state the MRF facility being utilized for recyclable material which is subject to approval by Chatham-Kent.

5.26 BLUE BOXES/BLACK BOXES/RECYCLING TOTER CARTS

The contractor shall maintain a stock of blue boxes, black boxes and recycling toter carts (supplied by or cost reimbursed to the contractor by the Municipality) which are to be labeled and delivered upon request to any community receiving curbside service. All labeling and delivery costs associated with these items will be at the expense of the contractor. A 'How To' card or other promotional material explaining the do's and don'ts of recycling is also to be provided. The contractor will be responsible for the purchase, storage and delivery of 95 gallon recycling toter carts throughout the term of the contract. These carts will be sold by the Municipality to commercial, institutional and industrial properties (including multi-residential properties having six or more dwelling units) wishing to participate in the recycling program. Upon confirmation from the Waste and Recycling Services Department, the contractor will label the cart(s) (labels provided by the Municipality) and deliver the cart(s) to the appropriate business location. Anticipated yearly cart sales range between 50-75 carts.

5.27 SPECIAL FRONT-END CONTAINER SERVICE

There are six yard front-end containers located in the following areas for garbage and/or recycling to be supplied by the contractor: (These special front-end container costs may be calculated on a per lift basis, see pricing sheet. Delivery weights must be provided for landfill payment calculations)

1 Romney

- One solid waste container on Ellerbeck Rd (Monday collection weekly)
- One solid waste container on Fargo Rd (Monday collection weekly)
- One solid waste container on Hiawatha Rd Beach (Monday collection weekly)
- One solid waste container on Wharram Rd (Monday collection weekly)

2 Wheatley

- Two solid waste containers on Elm St. (Monday/Thursday collection weekly)
- One solid waste container on Erie St. (east side) (Monday/Thursday collection weekly)
- One solid waste container on Erie St (west side)(Monday/Thursday collection weekly)
- One solid waste container on Talbot St. West (Monday/Thursday collection weekly)

3 Ridgetown

- One cardboard container on Main St (Monday collection weekly)
- One cardboard container on Walnut St. (alley)(Monday collection weekly)
- One cardboard container on York St. (alley)(Monday collection weekly)
- One cardboard container on Victoria St. (alley)(Monday collection weekly)

APPENDIX A ESTIMATED CURBSIDE TONNAGES

Curbside Refuse Collection

	Estimated #	2013
Curbside Communities	of Households	Refuse Tonnage
Blenheim	2040	1550.93
Bothwell	435	310.03
Chatham and Fringe	18107	14473.89
Dealtown	72	35.20
Dresden	1071	991.87
Erie Beach	123	76.09
Erieau	344	246.43
Highgate	173	70.05
Harwich/Howard (South of Highway 401 only)	700	455.78
Merlin	279	238.52
Ridgetown	1496	930.76
Romney	891	477.97
Thamesville	409	221.92
Tilbury	1968	1627.00
Wallaceburg and Fringe	4816	3514.17
Wheatley	665	492.23

Curbside Recycling Collection and Processing

	Estimated #	2013
Curbside Communities	of Households	Recycling Tonnage
Blenheim	2040	252.77
Bothwell	435	35.20
Chatham and Fringe	18107	2266.13
Dealtown	72	10.08
Dresden	1071	127.88
Erie Beach	123	9.72
Erieau	344	27.31
Highgate	173	20.08
Harwich/Howard (South of Highway 401 only)	700	82.53
Merlin	279	31.65
Ridgetown	1496	180.21
Romney	891	72.70
Thamesville	409	40.53
Tilbury	1968	274.33
Wallaceburg and Fringe	4816	620.90
Wheatley	665	97.56

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APPENDIX B NUMBER OF CONTAINER LIFTS FOR TRANSFER STATIONS AND 2013 RECYCLING TONNAGE

Container Size	Description	No. of Lifts per Year	Recycling/ Waste Tonnage	Unit Price/Lift	Annual Amount
	Camden Transfer Station,				
29 yd.	Recycling Container (closed) Municipally owned Comingled cardboard/boxboard/ cartons/newsprint/paper	36	26.01		
30 yd.	Recycling Container (closed) Municipally owned Comingled cans/mixed glass/#1 to 7 plastics	23	16.59		
20 yd.	3. MSWTo be supplied by contractorHauled to Ridge Landfill	51	79.69		
20 yd.	4. MSW - To be supplied by contractor - Hauled to Ridge Landfill	51	79.69		
20 yd.	5. MSWTo be supplied by contractorHauled to Ridge Landfill	51	79.69		
20 yd.	MSW To be supplied by contractor Hauled to Ridge Landfill	51	79.69		
40 yd.	7. MSW (statutory holidays)To be supplied by contractorHauled to Ridge Landfill	8	20.78		
	7	OTAL FOR LO	OCATION		\$

Container Size		Description	No. of Lifts per Year	Recycling/ Waste Tonnage	Unit Price/Lift	Annual Amount		
20 yd.	1. -	Recycling Container Municipally owned Source separated (2-stream) cardboard/boxboard/cartons; newsprint/paper	52	50.52				
30 yd.	2. - -	Recycling Container Municipally owned Comingled cans/mixed glass/#1 to 7 plastics	51	29.38				
20 yd.	3. - -	Recycling Container Municipally owned Scrap metal/white goods	14	17.14				
20 yd.	4. - -	Recycling Container (as required) Municipally owned Refrigerant units	1	1.35				
27 x 95 gallon (.45 yd.) and 3 x 68 gallon (.32 yd.) curbside toter carts	5. - -	Recycling Containers (emptied bi-weekly) Municipally owned Picked up by side-loader truck at St. Clair Community Estates workshop located at 15 Dunkirk Drive, Chatham Source separated (2-stream) cans/mixed glass/#1 to 7 plastics; newsprint/paper	6	Unknown				
40 yd.	6. - -	MSW (compacted) Municipally owned Hauled to Ridge Landfill	30	185.95				
40 yd.	7. - -	MSW (compacted) Municipally owned Hauled to Ridge Landfill	29	183.54				
20 yd.	8. - -	MSW (oversized items) Municipally owned Hauled to Ridge Landfill	95	95.75				
20 yd.	9.	MSW (oversized items), (statutory holidays) Municipally owned Hauled to Ridge Landfill	6	New in 2014				
	TOTAL FOR LOCATION \$							

	Description	No. of Lifts per Year	Recycling/ Waste Tonnage	Unit Price/Lift	Annual Amount			
	Dover Transfer Station,							
20 yd.	 Recycling Container Municipally owned Cardboard/boxboard/cartons 	32	28.05					
20 yd.	2. Recycling ContainerMunicipally ownedComingled newsprint/paper	24	22.97					
30 yd.	3. Recycling ContainerMunicipally ownedComingled cans/mixed glass/#1 to 7 plastics	26	37.29					
20 yd.	4. Recycling ContainerMunicipally ownedScrap metal/white goods/refrigerant units	16	31.19					
40 yd.	5 MSW (compacted) - Municipally owned - Hauled to Ridge Landfill	25	161.83					
20 yd.	6. MSW (oversized items), C & DMunicipally ownedHauled to Ridge Landfill	40	106.63					
20 yd.	7. MSW (oversized items), C & D- Municipally owned- Hauled to Ridge Landfill	40	106.63					
20 yd.	8. MSW (oversized items), C & DMunicipally ownedHauled to Ridge Landfill	40	106.63					
20 yd.	9. MSW (oversized items), C & DTo be supplied by contractorHauled to Ridge Landfill	40	106.63					
30 yd.	10. MSW (statutory holidays)Municipally ownedHauled to Ridge Landfill	6	17.10					
	TOTAL FOR LOCATION \$							

Container Size	Description	No. of Lifts per Year	Recycling/ Waste Tonnage	Unit Price/Lift	Annual Amount
	Harwich Transfer Station,				
35 yd.	Recycling Container (compacted) Municipally owned Cardboard/boxboard/cartons Self-contained compactor	28	83.74		
40 yd.	2. Recycling Container- Municipally owned- Comingled cans/mixed glass/#1 to 7 plastics	67	92.26		
40 yd.	Recycling Container Municipally owned Comingled newsprint/paper	20	121.26		
40 yd.	4. MSW (compacted) - Municipally owned - Hauled to Ridge Landfill	54	356.80		
35 yd.	5. MSW (compacted)- Municipally owned- Hauled to Ridge Landfill	44	288.43		
20 yd.	6. MSW (oversized items), C & D To be supplied by contractor Hauled to Ridge Landfill	105	251.66		
20 yd.	7. MSW (oversized items), C & DTo be supplied by contractorHauled to Ridge Landfill	105	251.66		
20 yd.	8. MSW (oversized items), C & D - To be supplied by contractor - Hauled to Ridge Landfill	105	251.66		
20 yd.	9. MSW (oversized items), C & D To be supplied by contractor Hauled to Ridge Landfill	105	251.66		
20 yd.	10. MSW (oversized items), C & D - To be supplied by contractor - Hauled to Ridge Landfill	105	251.66		
20 yd.	11. MSW (oversized items), C & D (statutory holidays only) - Municipally owned - Hauled to Ridge Landfill	6	14.44		
		TOTAL	FOR LOCA	TION	\$

Container Size	Description	No. of Lifts per Year	Recycling/ Waste Tonnage	Unit Price/Lift	Annual Amount		
26 yd.	Howard Transfer Station, 1. Recycling Container (closed) - Municipally owned - Comingled cardboard/boxboard/ cartons/newsprint/paper	21	17.93				
29 yd.	Recycling Container (closed) Municipally owned Comingled cans/mixed glass/#1 to 7 plastics	10	9.16				
30 yd.	3. MSW - To be supplied by contractor - Hauled to Ridge Landfill	52	121.30				
40 yd.	4. MSW - To be supplied by contractor - Hauled to Ridge Landfill	20	42.04				
20 yd.	5. Recycling Container (as required)- Municipally owned- White goods/refrigerant units	1-2	New in 2014				
	TOTAL FOR LOCATION \$						

Container Size	Description	No. of Lifts per Year	Recycling/ Waste Tonnage	Unit Price/Lift	Annual Amount		
	Orford Transfer Station,						
26 yd.	Recycling Container (closed) Municipally owned Comingled cardboard/boxboard/ cartons/newsprint/paper	28	23.40				
29 yd.	 2. Recycling Container (closed) - Municipally owned - Comingled cans/mixed glass/#1 to 7 plastics 	23	17.00				
40 yd.	3. MSWTo be supplied by contractorHauled to Ridge Landfill	53	178.25				
20 yd.	4. MSW - To be supplied by contractor - Hauled to Ridge Landfill	51	82.37				
TOTAL FOR LOCATION \$							

Container Size	Description	No. of Lifts per Year	Recycling/ Waste Tonnage	Unit Price/Lift	Annual Amount			
	Tilbury East Transfer Station,							
40 yd.	Recycling Container Municipally owned Source separated (2-stream) Cardboard/boxboard/cartons; newsprint/paper	12	39.61					
40 yd.	2. Recycling Container- Municipally owned- Comingled cans/mixed glass/#1 to 7 plastics	13	21.58					
20 yd.	Recycling Container Municipally owned Scrap metal	7	6.97					
20 yd.	4. Recycling Container - Municipally owned - White goods	3	4.22					
40 yd.	 5. Recycling Container Municipally owned Rimless passenger/light truck tires hauled to Ridge Recycling located at 650 Riverview Drive, Chatham 	1-3	Approx. 275 tires per load					
40 yd.	6. MSW (oversized items), C & D - Municipally owned - Hauled to Ridge Landfill	29	132.02					
27 yd.	7. MSW (compacted) - Municipally owned - Hauled to Ridge Landfill	26	95.13					
	TOTAL FOR LOCATION \$							

Container Size	Description	No. of Lifts per Year	Recycling/ Waste Tonnage	Unit Price/Lift	Annual Amount			
	Wallaceburg Transfer Station,							
6 yd.	Recycling Container Municipally owned Cardboard only	52	5.66					
6 yd.	2. Recycling ContainerMunicipally ownedCardboard only	52	5.66					
6 yd.	3. Recycling ContainerMunicipally ownedCardboard only	52	5.66					
6 yd.	4. Recycling ContainerMunicipally ownedCardboard only	52	5.66					
30 yd.	 5. Recycling Container (closed) Municipally owned Source separated (2-stream) newsprint/paper; cans/mixed glass/#1 to 7 plastics 	19	28.77					
40 yd.	Recycling Container Municipally owned Scrap metal/white goods	5	19.51					
40 yd.	7. MSW (compacted)- Municipally owned- Hauled to Ridge Landfill	12	97.22					
40 yd.	8. MSW (oversized items), C & DTo be supplied by contractorHauled to Ridge Landfill	57	332.13					
40 yd.	9. MSW (oversized items) C & DTo be supplied by contractorHauled to Ridge Landfill	57	332.13					
40 yd.	10. MSW (oversized items), C & DTo be supplied by contractorHauled to Ridge Landfill	57	332.13					
40 yd.	11. MSW (oversized items), C & DTo be supplied by contractorHauled to Ridge Landfill	57	332.13					
	SUB-TOTAL FOR LOCATION \$							

Container Size	Description	No. of Lifts per Year	Recycling/ Waste Tonnage	Unit Price/Lift	Annual Amount
	Wallaceburg Transfer Station Cont'd,				
40 yd.	12. MSW (oversized items), C & DTo be supplied by contractorHauled to Ridge Landfill	57	332.13		
40 yd.	13. 13. MSW (oversized items), C & DTo be supplied by contractorHauled to Ridge Landfill	57	332.13		
40 yd.	14. MSW (oversized items), C & DTo be supplied by contractorHauled to Ridge Landfill	57	332.13		
40 yd.	15. MSW (oversized items) C & DTo be supplied by contractorHauled to Ridge Landfill	57	332.13		
40 yd.	16. MSW (oversized items), C & D - To be supplied by contractor - Hauled to Ridge Landfill	57	332.13		
	1	TOTAL FO	R LOCATION	I	\$

Transfer Station Container Summary

Transfer Station	Location Totals
Camden Transfer Station	
Chatham Township Transfer Station	
Dover Transfer Station	
Harwich Transfer Station	
Howard Transfer Station	
Orford Transfer Station	
Tilbury East Transfer Station	
Wallaceburg Transfer Station	
Total	\$

Transfer Station Processing Summary

Transfer Station	Location Totals
Camden Transfer Station – use 42.6 tonnes (2013)	
Chatham Township Transfer Station – use 79.9 tonnes (2013)	
Dover Transfer Station – use 88.31 tonnes (2013)	
Harwich Transfer Station – use 297.26 tonnes (2013)	
Howard Transfer Station – use 27.09 tonnes (2013)	
Orford Transfer Station – use 40.40 tonnes (2013)	
Tilbury East Transfer Station – use 61.19 tonnes (2013)	
Wallaceburg Transfer Station – use 51.41 tonnes (2013)	
Total	\$

APPENDIX C - NUMBER OF CONTAINER LIFTS FOR LEAF AND YARD DEPOTS

Container Size	Description	No. of Lifts per Year	Unit Price	Annual Amount
	Chatham Leaf and Yard Depot			
6 yd.	MSW Municipally owned Hauled to Ridge Landfill	14		
6 yd.	2. MSW - Municipally owned - Hauled to Ridge Landfill	14		
TOTAL FOR LOCATION			\$	

Container Size	Description	No. of Lifts per Year	Unit Price	Annual Amount
	Ridgetown Leaf and Yard Depot			
6 yd.	MSW Municipally owned Hauled to Ridge Landfill	6		
TOTAL FOR LOCATION				\$

Container Size	Description	No. of Lifts per Year	Unit Price	Annual Amount
	Romney Leaf and Yard Depot			
6 yd.	MSW Municipally owned Hauled to Ridge Landfill	2		
TOTAL FOR LOCATION				\$

Container Size	Description	No. of Lifts per Year	Unit Price	Annual Amount
	Wallaceburg Leaf and Yard Depot			
6 yd.	MSW Municipally owned Hauled to Ridge Landfill	5		
TOTAL FOR LOCATION				\$

Leaf and Yard Depots Container Collection Summary

Transfer Station	Location Totals
Chatham Leaf and Yard Depot – 22843 Creek Road	
Ridgetown Leaf and Yard Depot – 100 Erie Street North	
Romney Leaf and Yard Depot – 22022 Wheatley Road	
Wallaceburg Leaf and Yard Depot	
 505 Water Street (located at the Wallaceburg Transfer Station) 	
Total	\$

Waste and Recycling Services - Refuse and Recycling Collection

APPENDIX D

LIST OF NON-COLLECTABLE REFUSE AND RECYCLABLES

<u>"Non-Collectable Refuse"</u> means any waste, other than collectable refuse, and shall without restricting the generality of the foregoing include the following:

- (i) Manufacturer's or industrial waste;
- (ii) Explosives and any highly flammable or volatile substances of any nature whatsoever:
- (iii) Liquid or gaseous waste, caustics and acids;
- (iv) Poisons, pesticides and herbicides, radioactive material;
- (v) Septage, raw sewage sludge and industrial process sludge;
- (vi) Medical waste including but not limited to infected materials, including dressings and bandages, needles, syringes;
- (vii) Organic material which has not been drained of all liquid in accordance with the provisions of the by-law;
- (viii) Carcasses or parts thereof of any animal or other creature, save for bona fide kitchen and table waste;
- (ix) Live animals or birds;
- (x) Hay, straw and manure;
- (xi) Any materials which have become frozen to a container and cannot be removed there from by shaking;
- (xii) Stock of any wholesaler or retailer e.g. eggs, fish, pickles, fruit and vegetables;
- (xiii) Sawdust and/or shavings of any kind from a commercial and/or industrial establishment;
- (xiv) Broken plaster, railroad ties, pallets, lumber or other waste resulting from the construction, alteration, repair, demolition or removal of any building or structure;
- (xv) Discarded tires with or without rims, trucks, automobiles and other vehicles and any parts thereof or accessories thereto:
- (xvi) Refrigerant units and white goods including fridge, freezer, stove, microwave, dishwasher, drying and washing machines etc.;
- (xvii) Scrap metal including water tank, stainless steel sink, fixtures, bed and bike frames, etc.;
- (xviii) Tree trunks, stumps and sod;
- (xix) Bricks, gravel, rocks, cement including patio stones and ornaments or fill of any kind;
- (xx) Cardboard boxes that are wet and fall apart prior to or during collection;
- (xxi) Household paints, solvents;
- (xxii) Loose items not properly contained in a prescribed garbage container or tied and bundled including branches, cuttings, grass or leaves;
- (xxiii) Brush not in dimensions set out in Section 14 and/or properly tied and bundled;
- (xxiv) Items placed in oversized garbage bags;
- (xxv) Litter and broken or ripped open garbage bags;
- (xxvi) Electronic and electrical waste (E-waste);
- (xxvii) Excess waste or waste over the allotted limit for the property.

<u>"Non-Collectable Recyclables"</u> means any recyclable, other than collectable recyclables, and shall without restricting the generality of the foregoing include the following:

- (i) Fax, carbon, wax or foil covered paper;
- (ii) Waxed cardboard, foil pouches and aluminum foil lined containers, hardcover books or their covers;
- (iii) Ceramics, china, light bulbs, window glass, crystal drinking glass;
- (iv) Coat hangers, aerosol cans, pots, baking and frying pans, silverware, oil filters;
- (v) Needles and syringes;
- (vi) Plastic oil, antifreeze or pesticide containers, plastic film and wrap, and all utensils;
- (vii) Styrofoam;
- (viii) Plastic toys, plant pots and trays, and unmarked plastics;
- (ix) Containers that have residual food left inside;
- (x) Broken glass, window glass;
- (xi) Non-fibre material being placed in the black recycling box or in the recycling toter cart used for paper and newsprint only.

PROPOSAL FORM A-1 STATEMENT OF QUALIFICATIONS

- List below your company's performance record by listing work of a similar character to which your company has contributed.
- For each example of work, provide the name of the client, address, telephone number of a named contact person, date served and contract value.
- Provide a tabulation of other work now under contract to your company, giving the location, type, size and length of contract for each job.
- Outline provisions around local office and administrative/supervisory support to be established as part of this RFP.

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PROPOSAL FORM A-2 DESCRIPTION OF OPERATIONAL PLAN

- List below any relevant details related to how you propose to carry out the contract that will
 result from this RFP. Include those aspects that might involve some change from the current
 waste and recycling system (e.g. changing what area is collected on what days, etc.)
- Describe the vehicles and equipment intended to be utilized for collection and processing
 including the age, manufacturer and type. All vehicles at the contract start date must be 2014
 model year or newer.

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PROPOSAL FORM A-3 LIST OF SUB-CONTRACTORS

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

PROPOSAL FORM A-4 PRICING SUMMARY SHEET

- Unit prices are to be in Canadian Dollars **per tonne**, unless otherwise indicated, and shall not include any amounts for HST but shall include all other applicable taxes costs and duties.
- All items are for seven (7) years, starting **Jan 02**, **2015** with an option to extend the contract for an additional two years.
- The prices to be provided will be based on the first year of service. Subsequent years will not be adjusted.
- Monthly fuel cost index adjustments will be made for the full term of the contract pursuant to section 4.11)
- Proponents must submit pricing for all items listed below.
- Curbside collection frequency options listed below do not apply to the downtown areas and other commercial properties described in Appendix "E".
- Price sheets must be submitted in a separate envelope marked as "Price"

Pricing:

Curbside Collection - Option 1	
Weekly curbside refuse collection	\$
Bi-weekly curbside recycling collection	\$
Curbside Collection - Option 2	
Bi-weekly curbside refuse collection	\$
Weekly curbside recycling collection	\$
Curbside Collection - Option 3	
Bi-weekly curbside refuse collection	\$
Bi-weekly curbside recycling collection	\$
Transfer Stations	
Transfer Station container collection	\$/lift
Note: Price does not include recycling processing costs	

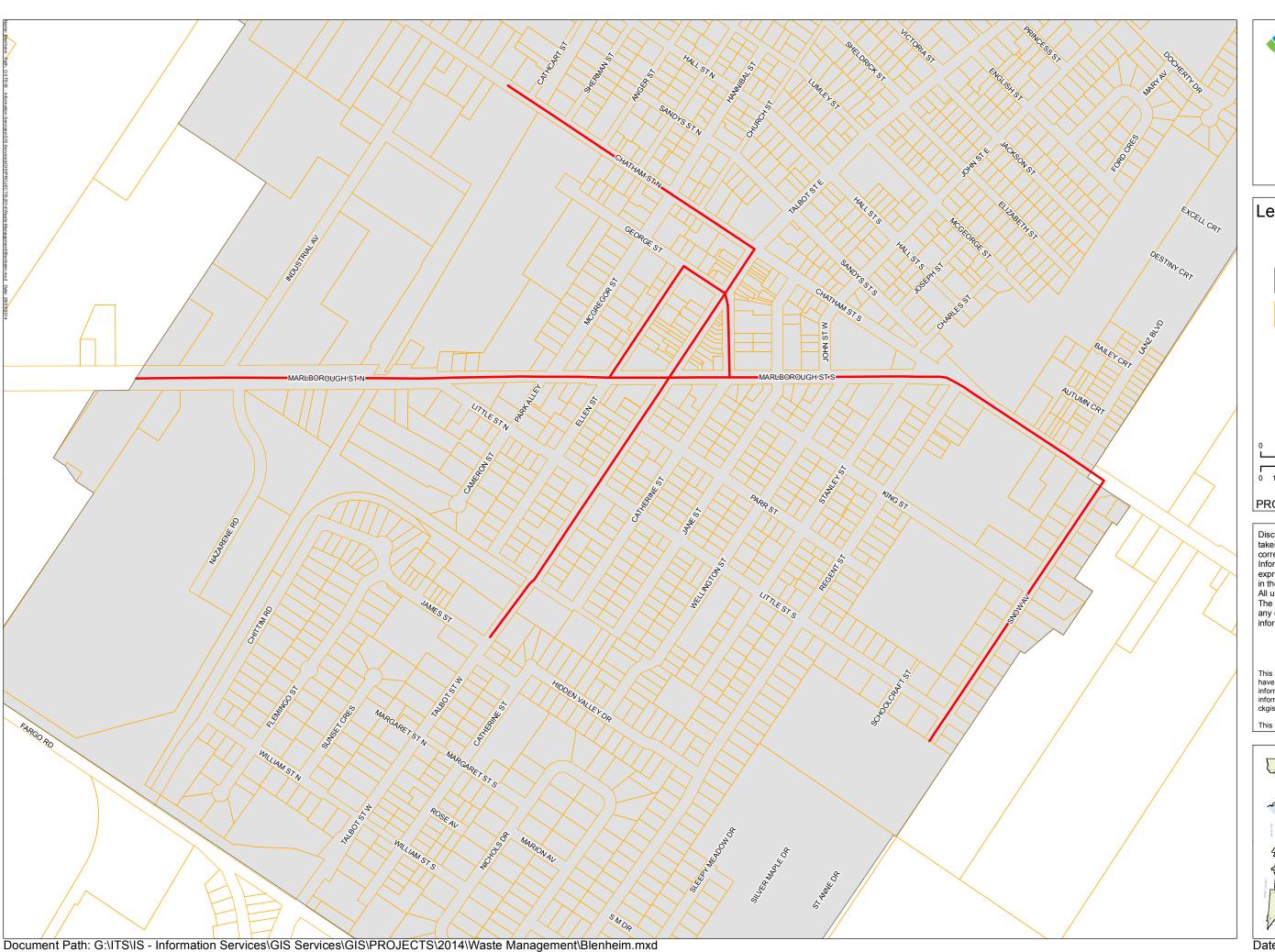
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Leaf and Yard Depots		
Leaf and Yard Depot container collection	\$	/lift
Blue Box Recycling		
Processing and marketing/sales of recyclable materials from current market specifications	\$	/tonne
Processor shall credit% (minimum 80%) gross revenues from monthly.	sales to the	Municipality
Note: Price must include recycling collected from both curbside and tra	nsfer stations	S
Fuel		
Clear ultra-low sulphur diesel fuel price. Provide your current best price for diesel fuel for purposes of calculating charges for the term of the contract	\$ fuel cost es	/litre calation
Special Front-End Containers		
Special 6 yd. contractor supplied container pricing	\$	/lift

Price sheets must be submitted in a separate envelope marked as "Price"

PROPOSAL FORM A-5 DESCRIPTION AND COSTS OF ALTERNATIVE PROPOSALS

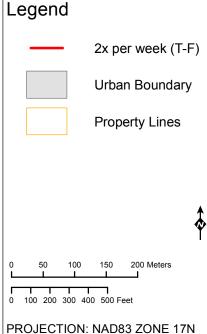
- The proponent shall use this form to outline any potential alternative systems that they think
 would provide the Municipality with more cost-effective service. All changes from the primary
 system outlined in the RFP must be specified in detail and must conform to the Curbside Waste
 Collection Bylaw.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





COMMERCIAL GARBAGE PICKUP

BLENHEIM, ON

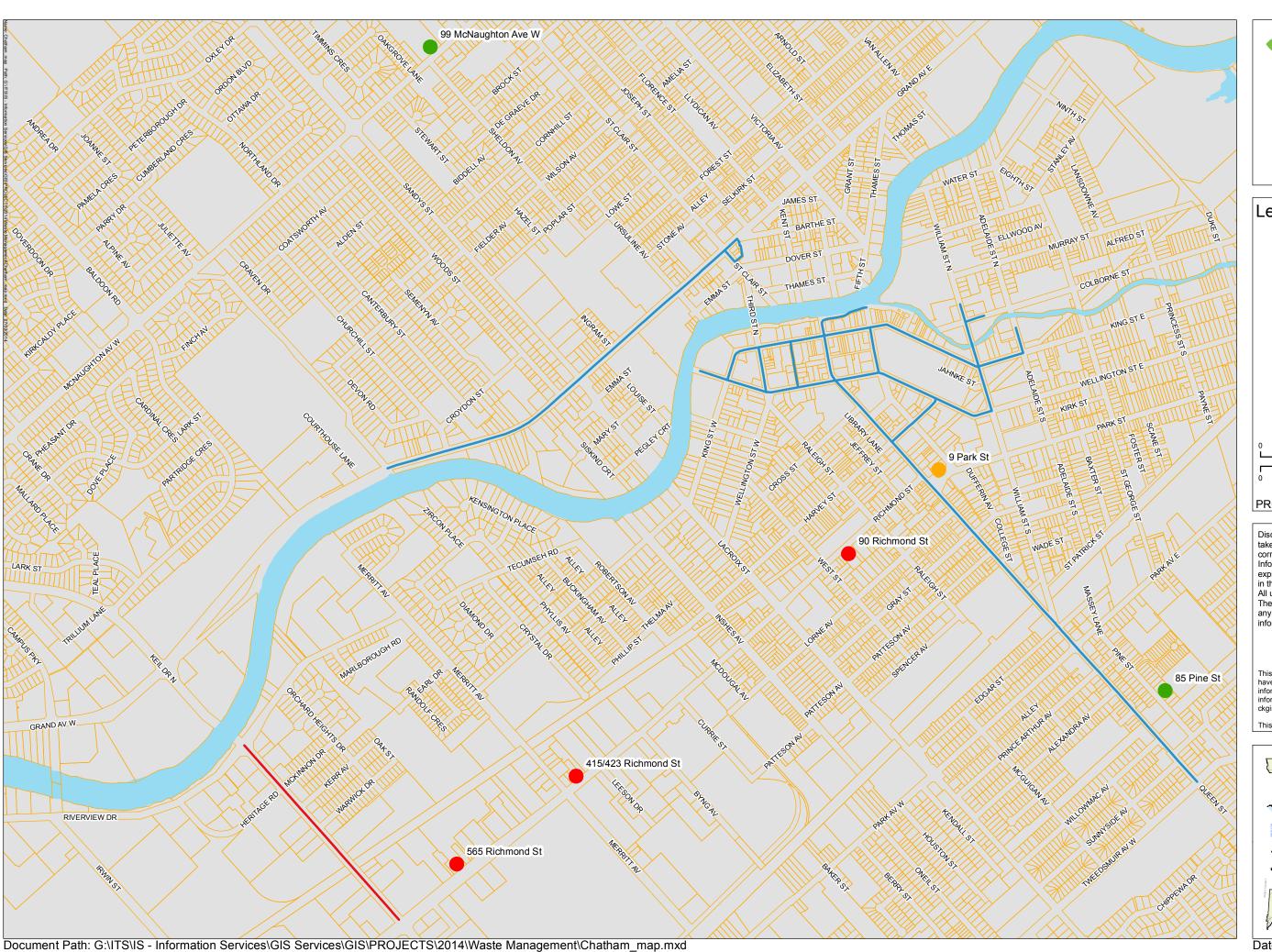


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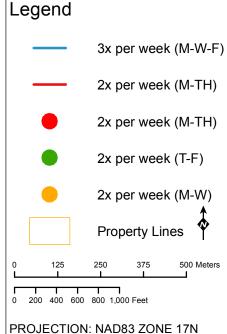






COMMERCIAL GARBAGE PICKUP

CHATHAM,ON

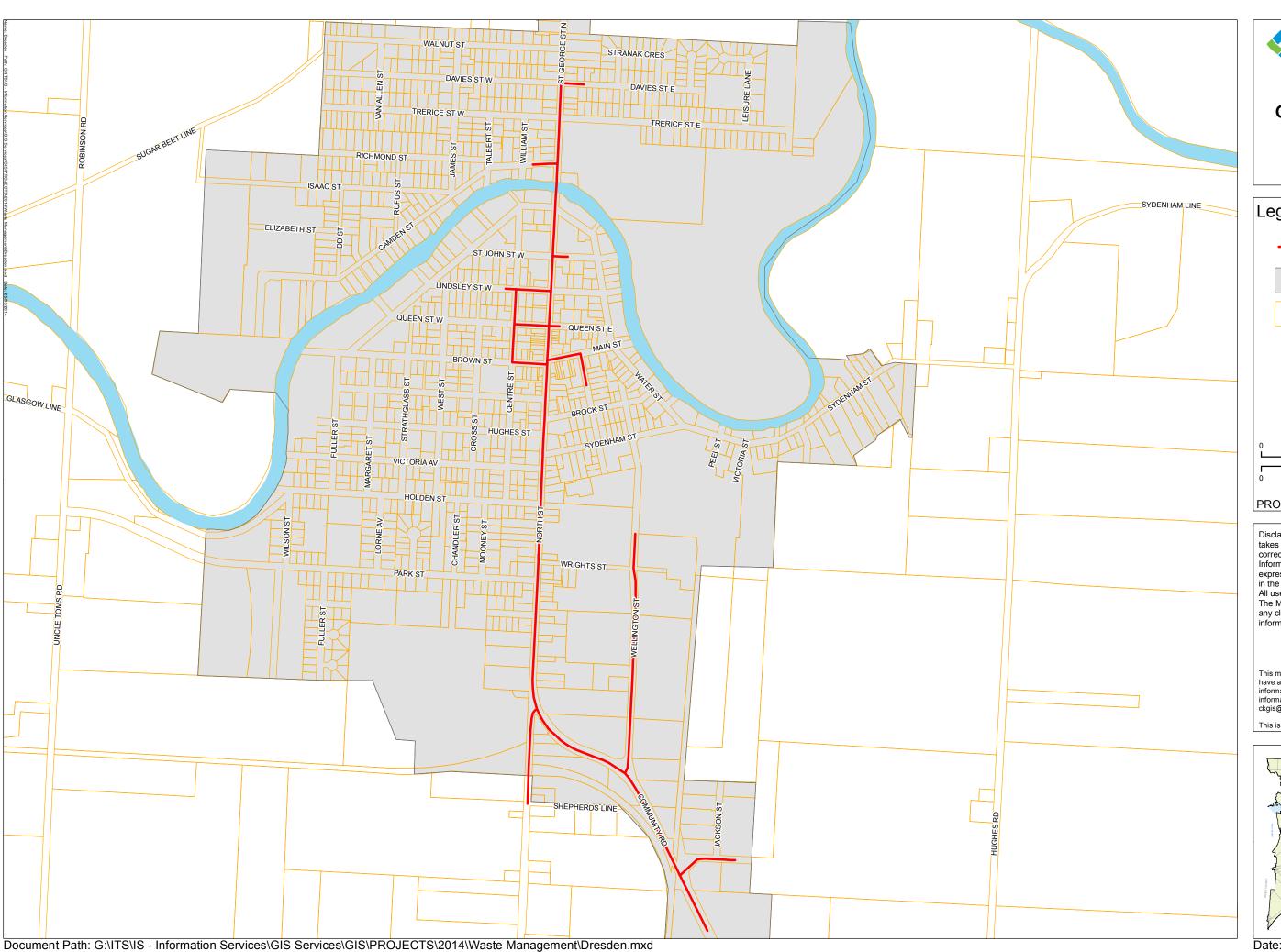


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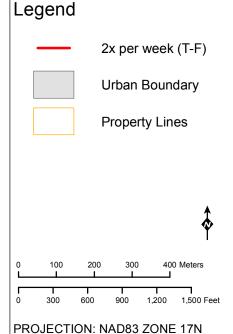
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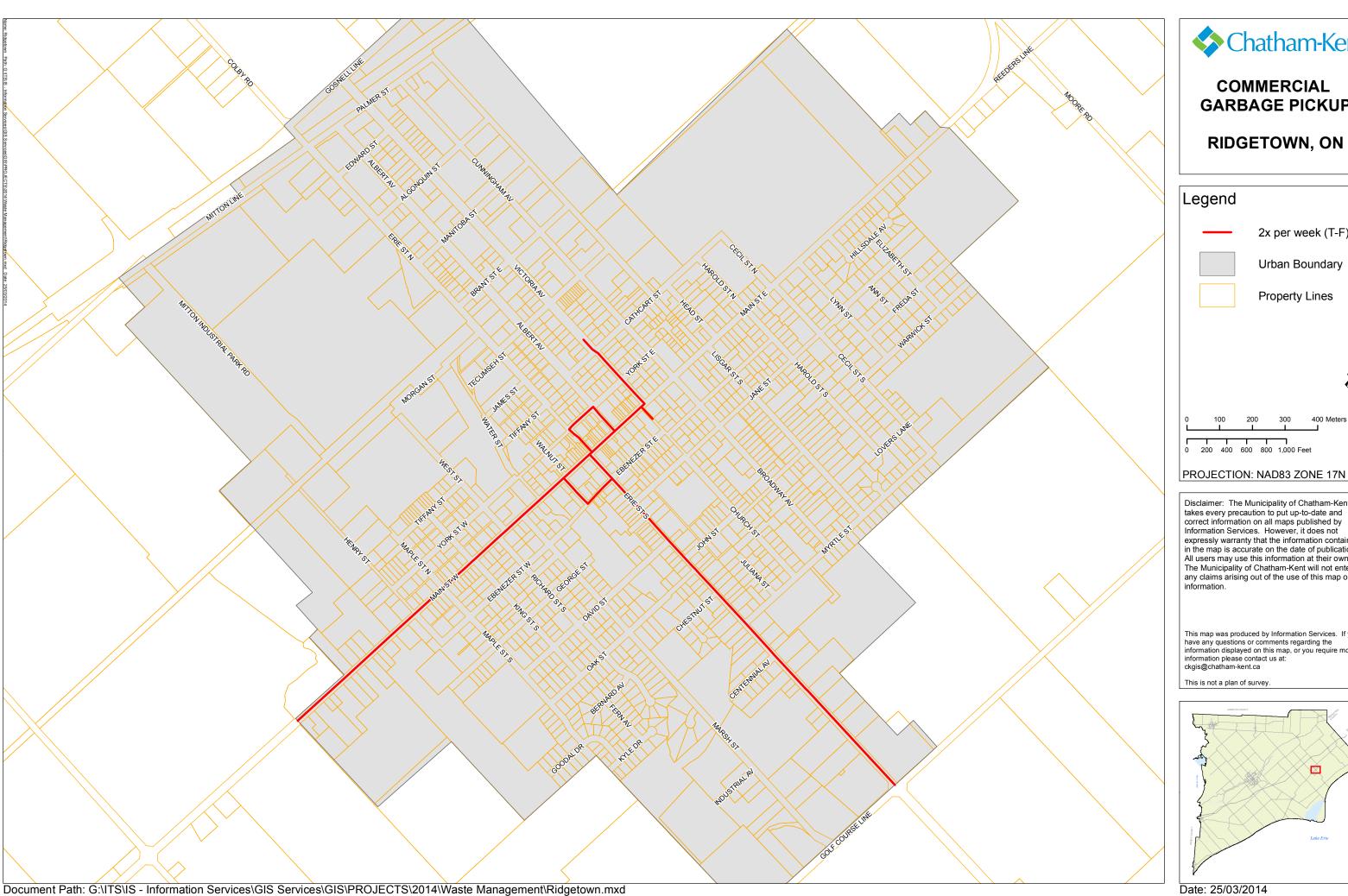




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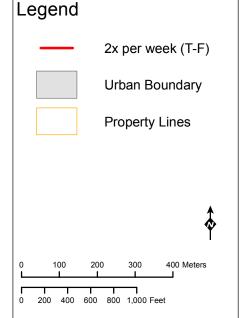






COMMERCIAL GARBAGE PICKUP

RIDGETOWN, ON

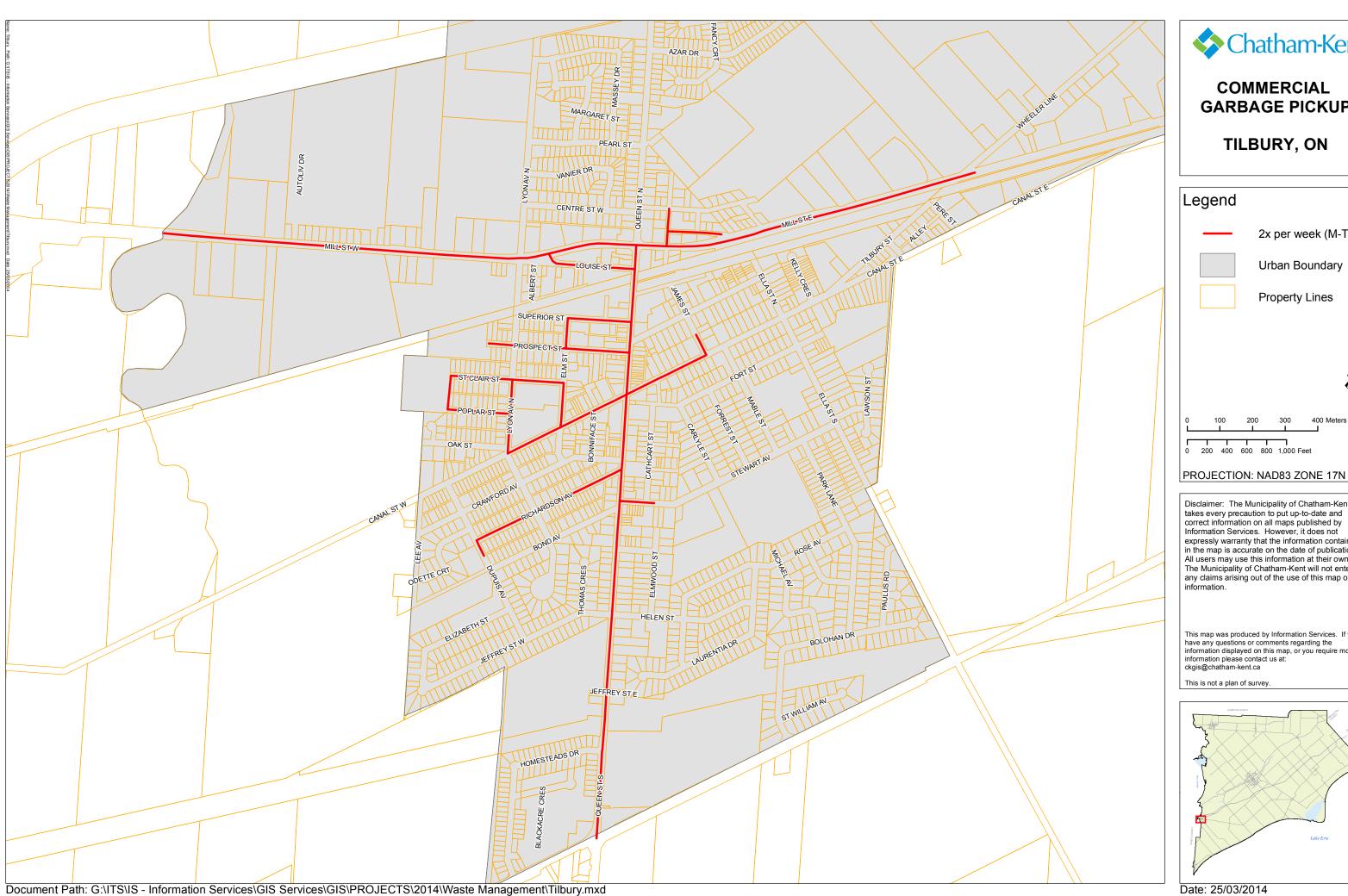


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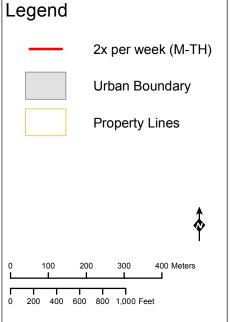






COMMERCIAL GARBAGE PICKUP

TILBURY, ON

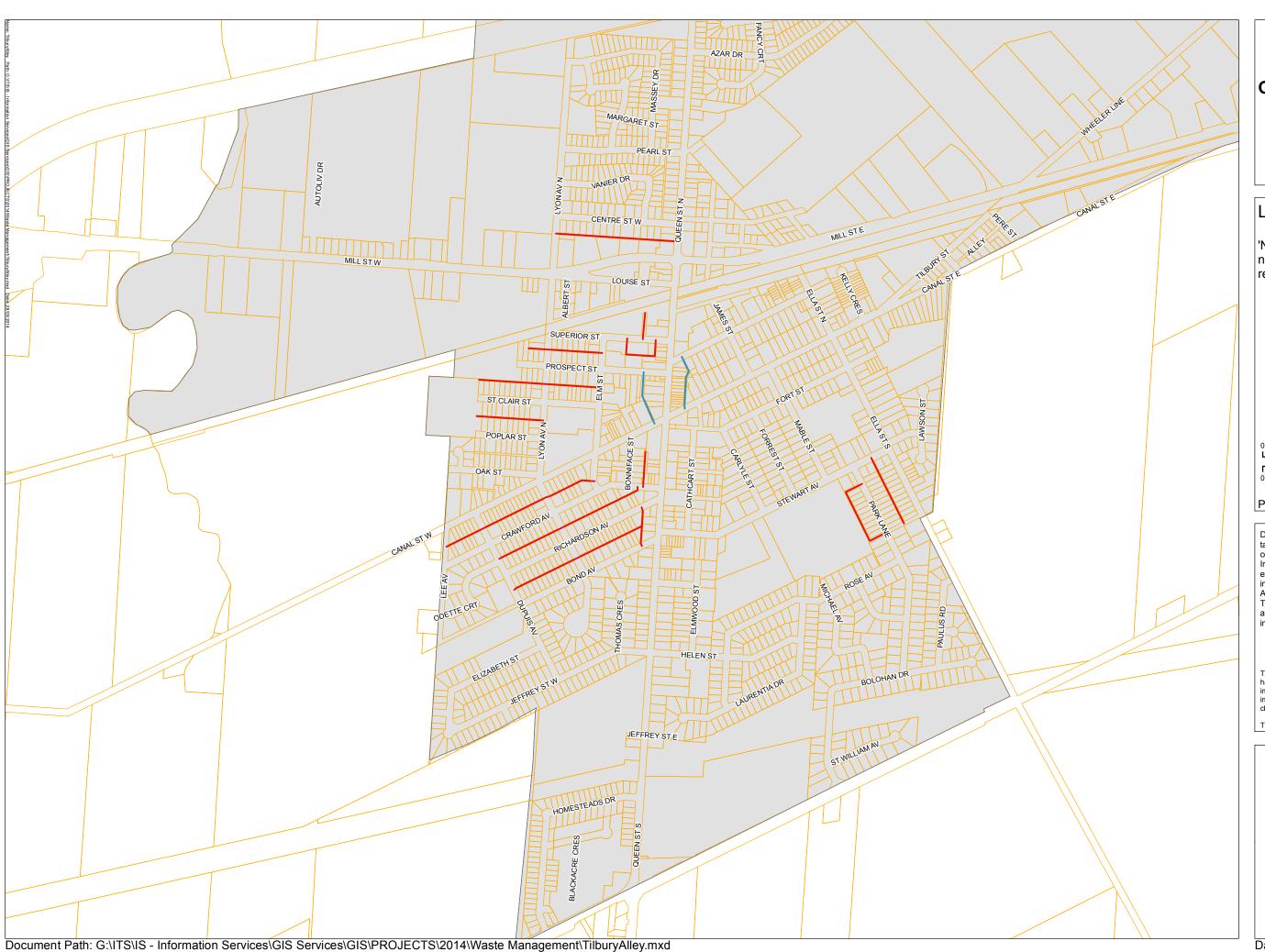


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GARBAGE/RECYCLING PICKUP ALLEYS

TILBURY, ON

Legend

'Note: Corresponding streets are not to be serviced.' That is for both red and blue lines.

Pickup

Garbage / Recycling

Urban Boundary

Property Lines 🂠



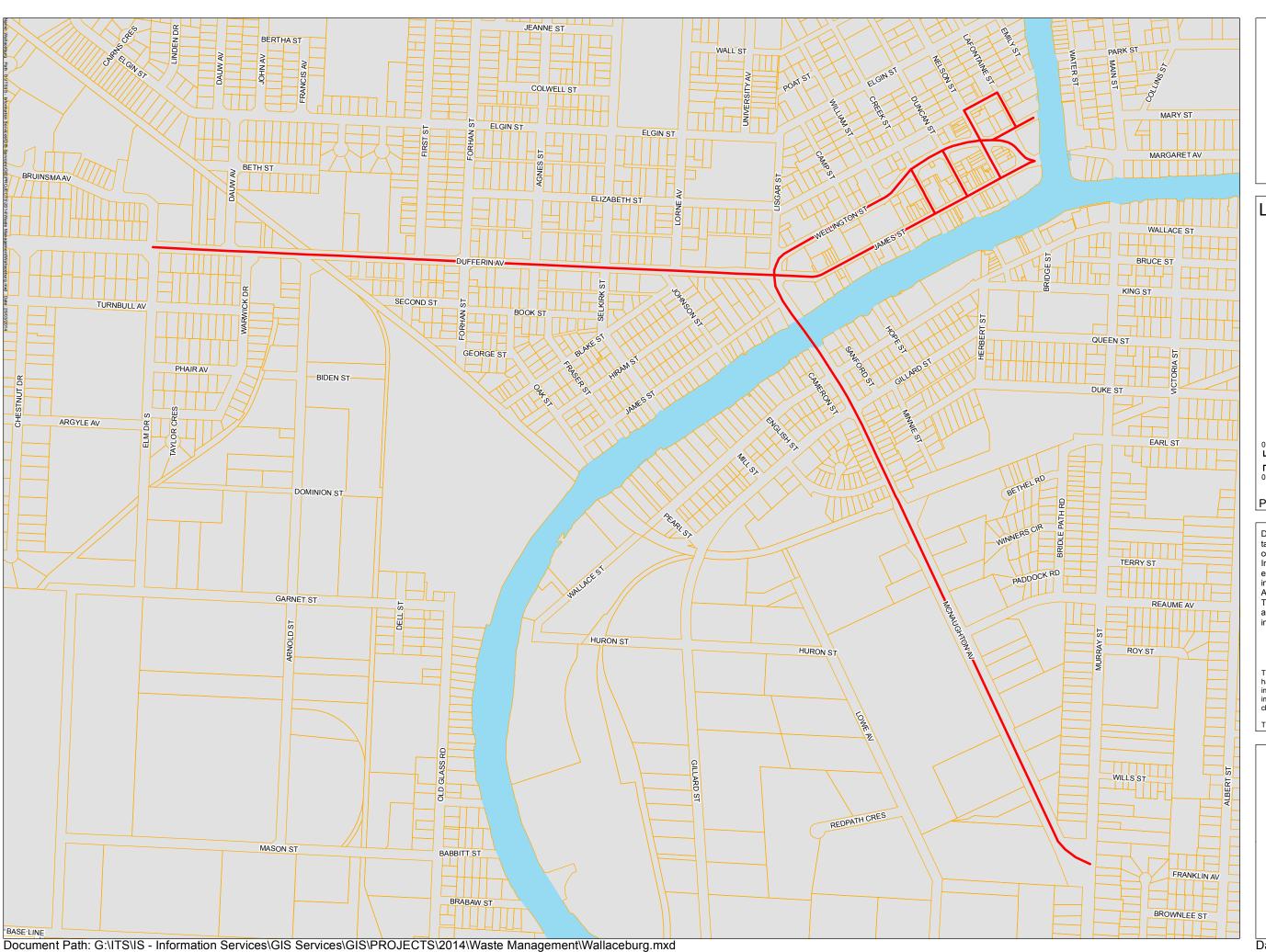
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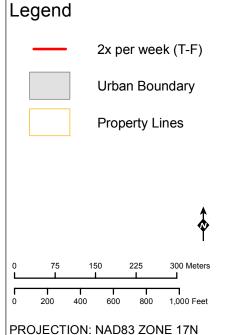






COMMERCIAL GARBAGE PICKUP

WALLACEBURG, ON



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OF THE CORPORATION OF THE MUNICIPALITY OF CHATHAM-KENT

By-law to establish and maintain a system for the curbside collection of recyclable materials, ashes, garbage and other refuse within the Municipality of Chatham-Kent.

WHEREAS Section 11.3 of The Municipal Act, R.S.O. 2001 c.25 enables a lower-tier municipality and an upper-tier municipality to pass by-laws respecting matters regarding Waste Management;

THEREFORE the Council of the Municipality of Chatham-Kent enacts as follows:

1. In the By-law:

- a) <u>"Ashes"</u> means the residue, including soot, of any fuel after it has been consumed by fire and is completely cold.
- b) <u>"Central Business Districts"</u> means the area of business in Blenheim, Chatham, Dresden, Ridgetown, Tilbury and Wallaceburg as designated by the General Manager of Infrastructure and Engineering Services.
- c) <u>"Municipality"</u> means the Municipality of Chatham-Kent.
- d) <u>"General Manager of Infrastructure and Engineering Services"</u> means the General Manager of Infrastructure and Engineering Services of the Municipality of Chatham-Kent.
- e) <u>"Collectable Refuse"</u> consists of:
 - i) Ashes:
 - ii) Garbage;
 - iii) Containers such as crockery, dishes, glassware;
 - iv) Packaging and clothing, household sweepings;
 - v) Grass clippings, tree and garden cuttings, brush, leaves and Christmas trees;
 - vi) Household Rubbish

f) "Collectable Recyclables" consists of:

- i) Clear and coloured glass bottles and jars;
- ii) Aluminum foil and foil containers and aluminum and steel cans;
- iii) Household plastic bottles, jugs and tubs with recycling symbols #1 through #7:
- iv) Paper, newsprint, envelopes including window envelopes, flyers, advertising mail;
- v) All boxboard, cereal boxes, laundry soap and shoe boxes, egg and paper beverage cartons including Tetra Pak;

- vi) Magazines and catalogues;
- vii) Cardboard;
- viii) Telephone directories
- g) <u>"Day of Collection"</u> means the day designated by the General Manager of Infrastructure and Engineering Services as the day of the week on which collectable refuse and/or recyclable materials will be collected for a designated area. Should the regular collection day be affected by one of the Statutory Holidays, collection will be moved back one day accordingly.
- h) "Statutory Holiday" will be considered:
 - (i) New Year's Day
 - (ii) Family Day
 - (iii) Good Friday
 - (iv) Victoria Day
 - (v) Canada Day
 - (vi) Civic Holiday
 - (vii) Labour Day
 - (viii) Thanksgiving Day
 - (ix) Christmas Day
 - (x) Boxing Day
- i) <u>"Dwelling Unit"</u> means a suite of rooms occupied, or designed to be occupied as an independent and separate housekeeping establishment in which separate kitchen and sanitary facilities are provided for the exclusive use of the occupants.
- j) <u>"Garbage"</u> means all kitchen and table waste, of animal or vegetable origin, resulting from the preparation or consumption of food.
- k) "Generator" means any owner, occupant, tenant, or other person, firm or corporation, having use, occupation, charge or control of any institutional, commercial, or industrial establishment or dwelling unit.
- 1) <u>"Household Rubbish"</u> means weighty or bulky materials or items such as mattresses, furniture, rugs, non-collapsible boxes, crates and barrels, bath tubs, fence and small quantities of building materials and any other non-metal materials and items which would normally accumulate at a dwelling unit:
 - (i) Each bulky item including furniture etc. be considered one bag or item toward the weekly limit.

- m) <u>"Institutional, Commercial and Industrial Establishment"</u> shall mean one or more buildings under one ownership containing one or more commercial, industrial or institutional endeavors and which may include one or more dwelling units (including condominiums and a multiresidential complexes with six or more dwelling units).
- n) <u>"Non-Collectable Refuse"</u> means any waste, other than collectable refuse, and shall without restricting the generality of the foregoing include the following:
 - (i) Manufacturer's or industrial waste;
 - (ii) Explosives and any highly flammable or volatile substances of any nature whatsoever;
 - (iii) Liquid or gaseous waste, caustics and acids;
 - (iv) Poisons, pesticides and herbicides, radioactive material;
 - (v) Septage, raw sewage sludge and industrial process sludge;
 - (vi) Medical waste including but not limited to infected materials, including dressings and bandages, needles, syringes;
 - (vii) Organic material which has not been drained of all liquid in accordance with the provisions of the by-law;
 - (viii) Carcasses or parts thereof of any animal or other creature, save for bona fide kitchen and table waste;
 - (ix) Live animals or birds;
 - (x) Hay, straw and manure;
 - (xi) Any materials which have become frozen to a container and cannot be removed there from by shaking;
 - (xii) Stock of any wholesaler or retailer e.g. eggs, fish, pickles, fruit and vegetables;
 - (xiii) Sawdust and/or shavings of any kind from a commercial and/or industrial establishment;
 - (xiv) Broken plaster, railroad ties, pallets, lumber or other waste resulting from the construction, alteration, repair, demolition or removal of any building or structure;
 - (xv) Discarded tires with or without rims, trucks, automobiles and other vehicles and any parts thereof or accessories thereto;
 - (xvi) Refrigerant units and white goods including fridge, freezer, stove, microwave, dishwasher, drying and washing machines etc.;
 - (xvii) Scrap metal including water tank, stainless steel sink, fixtures, bed and bike frames, etc.;
 - (xviii) Tree trunks, stumps and sod;
 - (xix) Bricks, gravel, rocks, cement including patio stones and ornaments or fill of any kind;
 - (xx) Cardboard boxes that are wet and fall apart prior to or during collection;
 - (xxi) Household paints, solvents;

- (xxii) Loose items not properly contained in a prescribed garbage container or tied and bundled including branches, cuttings, grass or leaves:
- (xxiii) Brush not in dimensions set out in Section 14 and/or properly tied and bundled;
- (xxiv) Items placed in oversized garbage bags;
- (xxv) Litter and broken or ripped open garbage bags;
- (xxvi) Electronic and electrical waste (E-waste);
- (xxvii) Excess waste or waste over the allotted limit for the property.
- o) <u>"Non-Collectable Recyclables"</u> means any recyclable, other than collectable recyclables, and shall without restricting the generality of the foregoing include the following:
 - (i) Fax, carbon, wax or foil covered paper;
 - (ii) Waxed cardboard, foil pouches and aluminum foil lined containers, hardcover books or their covers;
 - (iii) Ceramics, china, light bulbs, window glass, crystal drinking glass;
 - (iv) Coat hangers, aerosol cans, pots, baking and frying pans, silverware, oil filters;
 - (v) Needles and syringes;
 - (vi) Plastic oil, antifreeze or pesticide containers, plastic film and wrap, and all utensils;
 - (vii) Styrofoam;
 - (viii) Plastic toys, plant pots and trays, and unmarked plastics;
 - (ix) Containers that have residual food left inside;
 - (x) Broken glass, window glass;
 - (xi) Non-fibre material being placed in the black recycling box or in the recycling toter cart used for paper and newsprint only.
- p) <u>"Person"</u> includes a corporation and the heirs, executors, administrators or other legal representatives of a person to whom the context can apply according to law.

q) "Prescribed Garbage Container" means

i) A returnable receptacle, manufactured for the purpose of storing collectable refuse and constructed of materials which have an equivalent durability to 0.4 millimetre thickness and not exceeding 0.10 cubic metres or 98 litres (3.5 cubic feet) in volume, and a weight including contents, not exceeding 27 kilograms (60 lbs), with two handles and being water proof and leak proof (otherwise referred to as a garbage can). A container 98 litres or less be equivalent to one bag; a container over 98 litres and up to 196 litres be equivalent to two bags;

- ii) A non-returnable plastic bag, securely tied, not more than 30 inches by 36 inches in size and having a capacity of not more than 0.13 cubic metres or 132 litres (4.6 cubic feet) and composed of material of not less than 0.04 millimetres thickness capable of carrying 20 kilograms (44 lbs) without tearing (otherwise referred to as a garbage bag). A bag 132 litres or less be equivalent to one bag;
- iii) A non-returnable cardboard carton not more than 30 inches by 30 inches by 36 inches in size and having a capacity of not more than 0.53 cubic metres (18.75 cubic feet) with the top flaps turned in to cover the contents, and a weight including contents, not exceeding 20 kilograms (44 lbs) and secured with tape, rope or twine (otherwise referred to as a cardboard box). A box/carton 531 litres or less be equivalent to one bag;
- iv) A returnable manufactured roll-out toter cart, not to exceed 431 litres or 95 US gallons in volume or 100 kilograms (220 lbs) in weight, and being capable of being automatically loaded onto a truck hopper. A toter cart 431 litres or less be equivalent to three bags; a toter cart 257 litres or 68 US gallons or less be equivalent to two bags.

r) "Prescribed Recycling Container" means

- i) A blue box for collectable cans, plastics and glass provided by the Municipality, not exceeding 18 kg (40 lbs);
- ii) A black box for collectable fibre material provided by the Municipality, not exceeding 18 kg (40 lbs);
- iii) A blue recycling toter cart provided and subsidized by the Municipality.

s) "Non-Prescribed and Non-Collectable Containers" means

- i) Grocery bags/kitchen catcher bags;
- ii) Cardboard boxes that are wet and fall apart;
- iii) Containers that have lids fastened or tied (except toter carts);
- iv) Barrels, crates;
- v) Oversized garbage or other bags;
- vi) Other containers not listed within section q) and r) above.
- t) <u>"Roadway"</u> shall mean a common and public highway, street, avenue, parkway, square, place, or bridge that is designed or ordinarily used for vehicular traffic.
- 2. a) The Municipality shall provide for the collection of all collectable refuse once per week, and all collectable recyclables every two weeks.

- b) Central Business Districts shall receive basic collection of all collectable refuse two times per week.
- 3. a) In addition to the basic collection service outlined in paragraph 2 (a) and (b) above, the following enhanced collection of collectable refuse and recycling shall be provided, the cost of which shall be area rated to the geographic area receiving the enhanced services;
 - (i) The Blenheim Central Business District shall receive recycling collection weekly,
 - (ii) The Chatham Central Business District shall receive refuse collection three times per week.
- 4. Properties with dwelling units including those within apartment buildings of less than six units will be provided with a blue box and a black box for each unit, to store recyclable material. Both recycling containers must be kept clean at all times.
- 5. Notwithstanding the above, institutional, commercial and industrial (ICI) properties are eligible for collection of recyclable material and are encouraged to use subsidized recycling toter carts. ICI properties are not entitled to free recycling boxes. Recommendations for container use and program requirements are available from the Municipality.
- 6. The amount of collectable refuse, including yard waste, put out for collection from any one residential property per dwelling unit (including properties with five or less dwelling units) shall be three bags and/or items per week commencing January 2015.
- 7. The amount of collectable refuse, including yard waste, put out for collection from any one institutional, commercial, or industrial property (including condominiums and multi-residential properties with six or more dwelling units), shall not exceed 2.0 cubic metres or 24 bags and/or items per week commencing January 2015.
- 8. The Municipality reserves the right to decline collection service to any residential, commercial, institutional or industrial property (including condominiums and multi-residential properties with six or more dwelling units) if:
 - a) The refuse or recyclables are not placed at the curb within the prescribed time period;
 - b) The refuse is not considered collectable;
 - c) The recyclables are not considered collectable;
 - d) The refuse and/or recyclables are not in a prescribed container;
 - e) The limits as set out in sections 6 and 7 are exceeded;
 - f) The refuse and/or recyclables are not located in a designated location for collection;

- g) The container(s) and/or refuse (including bulky materials or items) is a health and safety concern for contracted or municipal collection crews.
- 9. Non-collectable refuse and any bundles/items over the prescribed limits shall be removed and disposed of by the generator, or if necessary the property owner, on the same day of collection.
- 10. No person shall place any refuse and/or recycling container in such manner as to interfere with vehicular or pedestrian traffic and every refuse and/or recycling container placed out for collection must be freely accessible to the collector.
- 11. No collector of refuse and/or recycling shall accept or ask for any gratuity, gift, payment or consideration for the performance of his or her duties from any person other than the employer.
- 12. The General Manager of Infrastructure and Engineering Services or designate shall have the power to designate the precise point at which collectable refuse and/or recycling shall be placed for collection. During the winter months, when snow may be stored along the edge of the traveled roadway, it shall be the responsibility of the generator to provide for the placing of refuse and recyclable material at the designated location.
- 13. No collector of refuse and/or recycling will enter a privately owned driveway, roadway, lane or property for the purpose of collecting collectable refuse or recyclable material without permission of the General Manager of Infrastructure and Engineering Services or his/her designate.
- 14. Every generator shall:
 - a) Provide and maintain, in good repair and sanitary condition, a sufficient number of prescribed containers to hold the collectable refuse and/or recycling generated;
 - b) Maintain prescribed containers and the storage area to store the prescribed containers in a clean, neat and sanitary condition;
 - c) Drain garbage of all liquids;
 - d) Deposit ashes in only non-returnable plastic bags not more than 30 inches by 36 inches in size and having a capacity of not more than 0.13 cubic metres or 132 litres (4.6 cubic feet) and composed of material of not less than 0.04 millimetres thickness capable of carrying 20 kilograms (44 lbs) without tearing (otherwise referred to as a garbage bag).
 - e) Deposit or recycle newspapers, magazines and other collectable paper in sheet form by either:

- (i) Placing it in a prescribed container, or;
- (ii) Placing it in a prescribed recycling fibre box or blue toter cart or;
- (iii) Tying it securely in bundles having a weight not exceeding 27 kilograms (60 lbs) and dimensions not exceeding 40 centimetres by 40 centimetres by 60 centimetres and placing it beside the fibre box and/or blue toter cart.
- f) Deposit cardboard cartons, crates and other packaging, brush, smaller items of household rubbish, tree or garden cuttings by either:
 - (i) Placing it in a prescribed container, or;
 - (ii) Tying it securely with rope or twine in bundles having a weight of not more than 20 kilograms (44 lbs) and dimensions of not more than 1½ metres by 1 metre by 1 metre (5 feet by 3 feet by 3 feet).
- g) Ensure all recyclable material placed for recycling collection is deposited in a prescribed blue box and/or black box container or a recycling toter cart in accordance with the Municipality of Chatham-Kent Guide to Recycling.
- 15. a) No generator shall place or permit placement of any refuse or recyclable material out for collection before 7:00 p.m., local time on the day prior to day of collection, and not after 7:00 a.m. local time on the day of collection;
 - b) Notwithstanding (a) above, no generator shall place or permit placement of refuse and/or recycling out for collection in the Chatham Central Business District before 6:45 a.m. or after 8:45 a.m. on the day of collection.
- 16. Every generator, or if necessary the property owner, shall ensure the return of all prescribed containers, excess garbage and non-collectable items to private property by no later than 7:00 p.m. on the day of collection.
- 17. a) No person shall deposit, accumulate or permit to be deposited or accumulated within the Municipality upon any premises owned by him, occupied by him or under his charge or control, any garbage, animal or vegetable matter, offal or any other matter or thing which may be injurious to or a hazard to health;
 - b) No person shall sweep, throw, lay or deposit or permit any agent or employee to sweep, throw, lay or deposit any dirt, offal, collectable refuse or rubbish of any kind whatsoever in or on any street, creek, watercourse or contracted garbage and/or recycling truck within the Municipality.
- 18. No person shall pick over, interfere with, disturb, remove or scatter any refuse or recyclable material placed for collection.

- 19. a) No person shall, within the corporate limits of the Municipality, deposit, leave or abandon or permit to be deposited, left or abandoned, any collectable refuse or non-collectable refuse or recyclable generated outside the Municipality;
 - b) No person shall, within the corporate limits of the Municipality, deposit leave or abandon or permit to be deposited, left or abandoned, any collectable refuse or non-collectable refuse or recyclable anywhere within the Municipality except where they reside or as designated by the General Manager of Infrastructure and Engineering Services or his/her designate;
 - c) Collectable or non-collectable refuse and recyclable material shall be deemed to be generated outside the Municipality if the generator thereof is not a resident of the Municipality of Chatham-Kent.
- 20. a) Every person who contravenes any of the provisions of this By-law upon conviction thereof, shall be subject to a penalty recoverable under the Provincial Offences Act, R.S.O. 1990 c. P. 33 and amendment thereto;
 - b) The imposition of a penalty for a contravention of this By-law shall not excuse the condition or matter resulting in such contravention or permit it to remain or continue, and the person who has contravened the By-law shall rectify any condition or matter resulting there from;
 - c) An offence shall be deemed to occur for each day for which a contravention of this By-law continues;
 - d) Nothing herein contained shall in any way modify, affect or derogate from any other remedy available to The Corporation of the Municipality of Chatham-Kent or any other person, firm or corporation with respect to such contravention.
- 21. That By-Law 119-2005 be repealed as of -----

This By-law shall come into full force and effect upon final passage thereof.

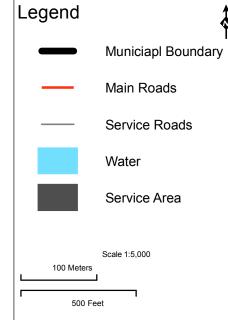
READ A FIRST	, SECOND AND	THIRD TIME THIS	DAY OF	, 2014.
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Mayor-Randy Hope	
	Mayor-Randy Hope





Bates Subdivision



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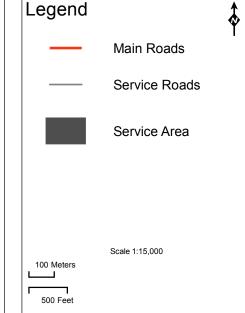
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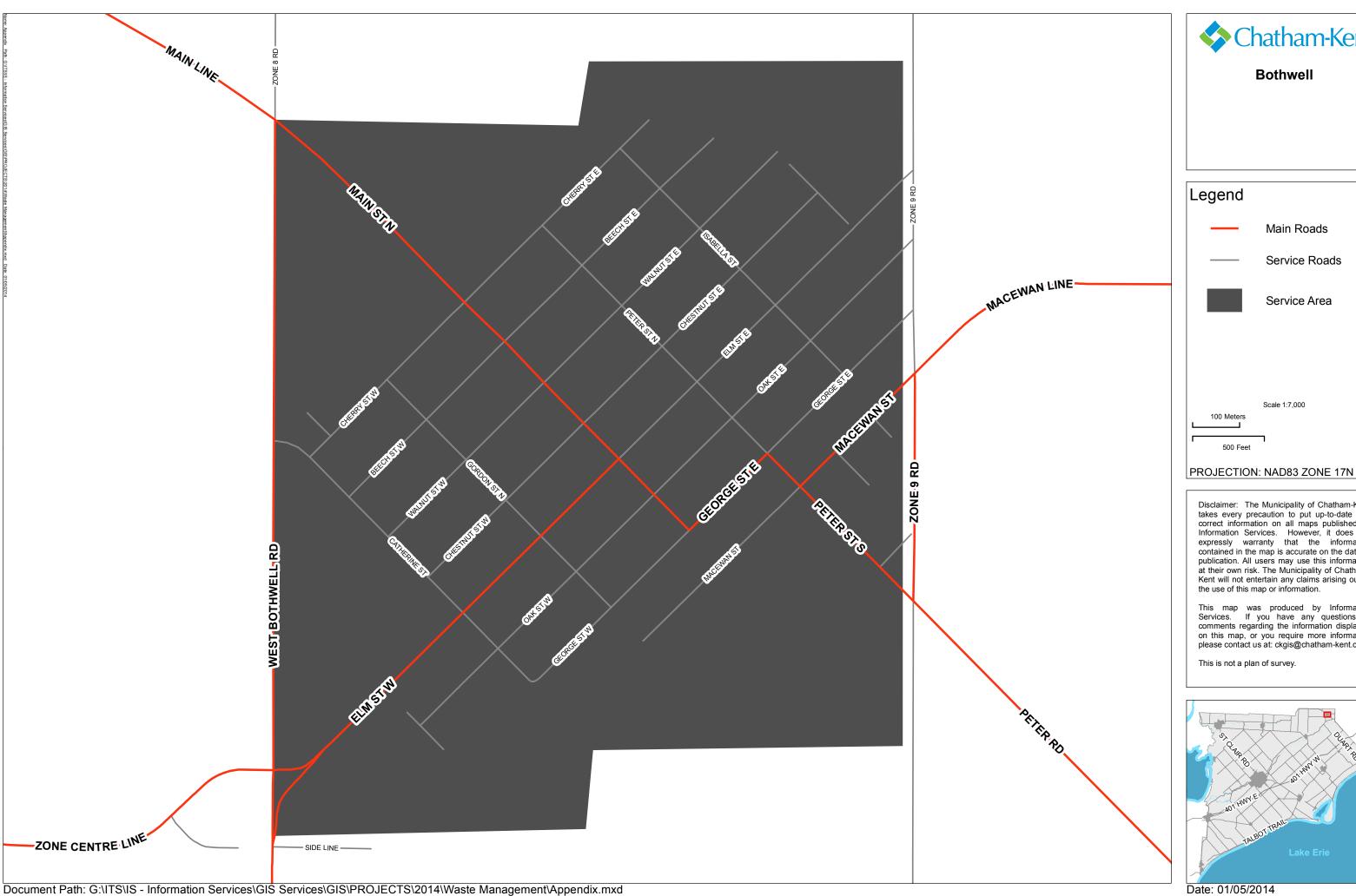


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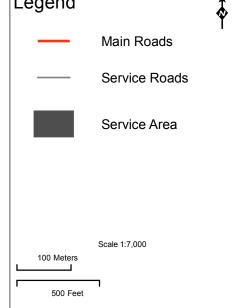
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Date: 01/05/2014



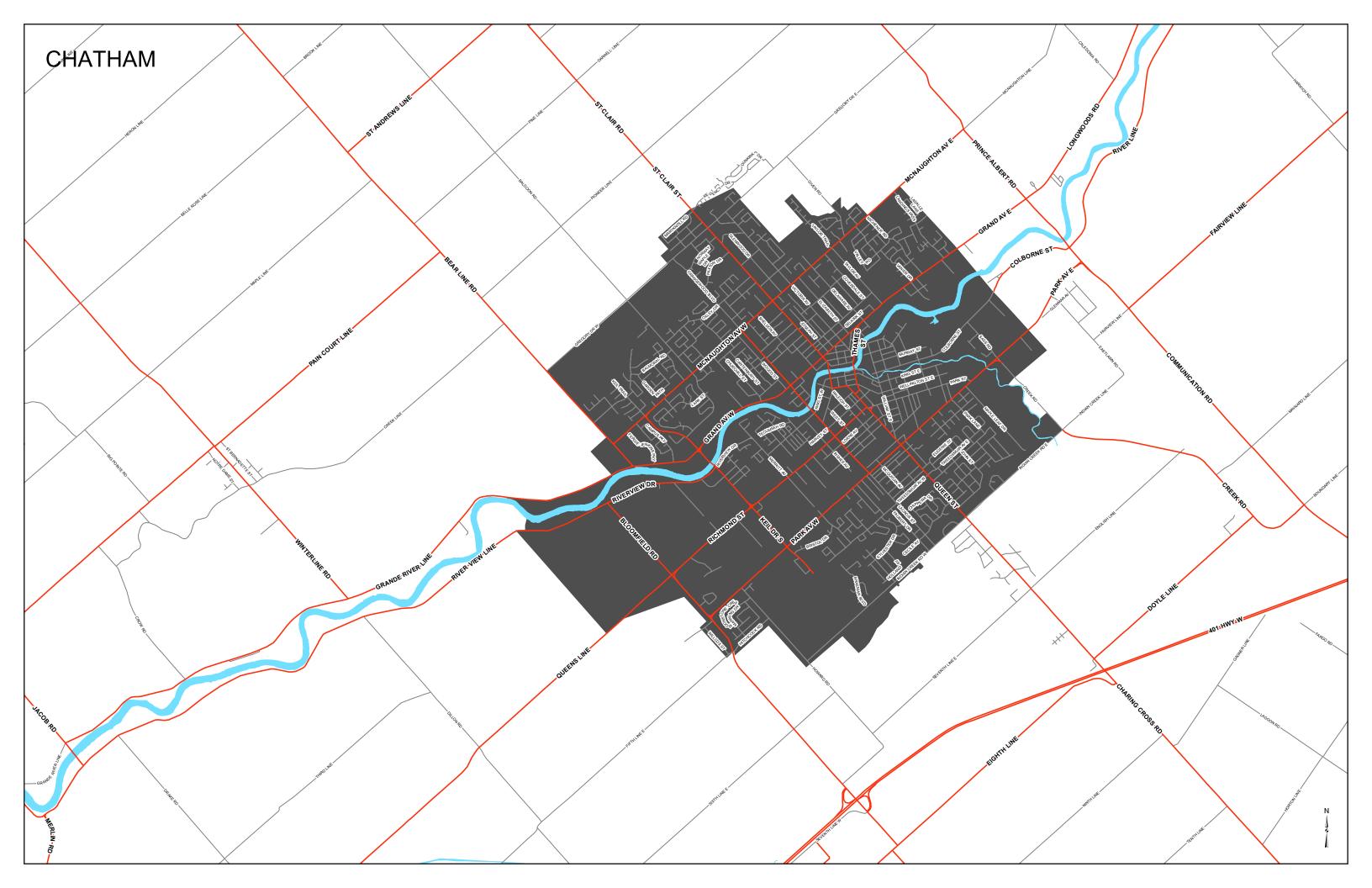
Chatham-Kent Bothwell

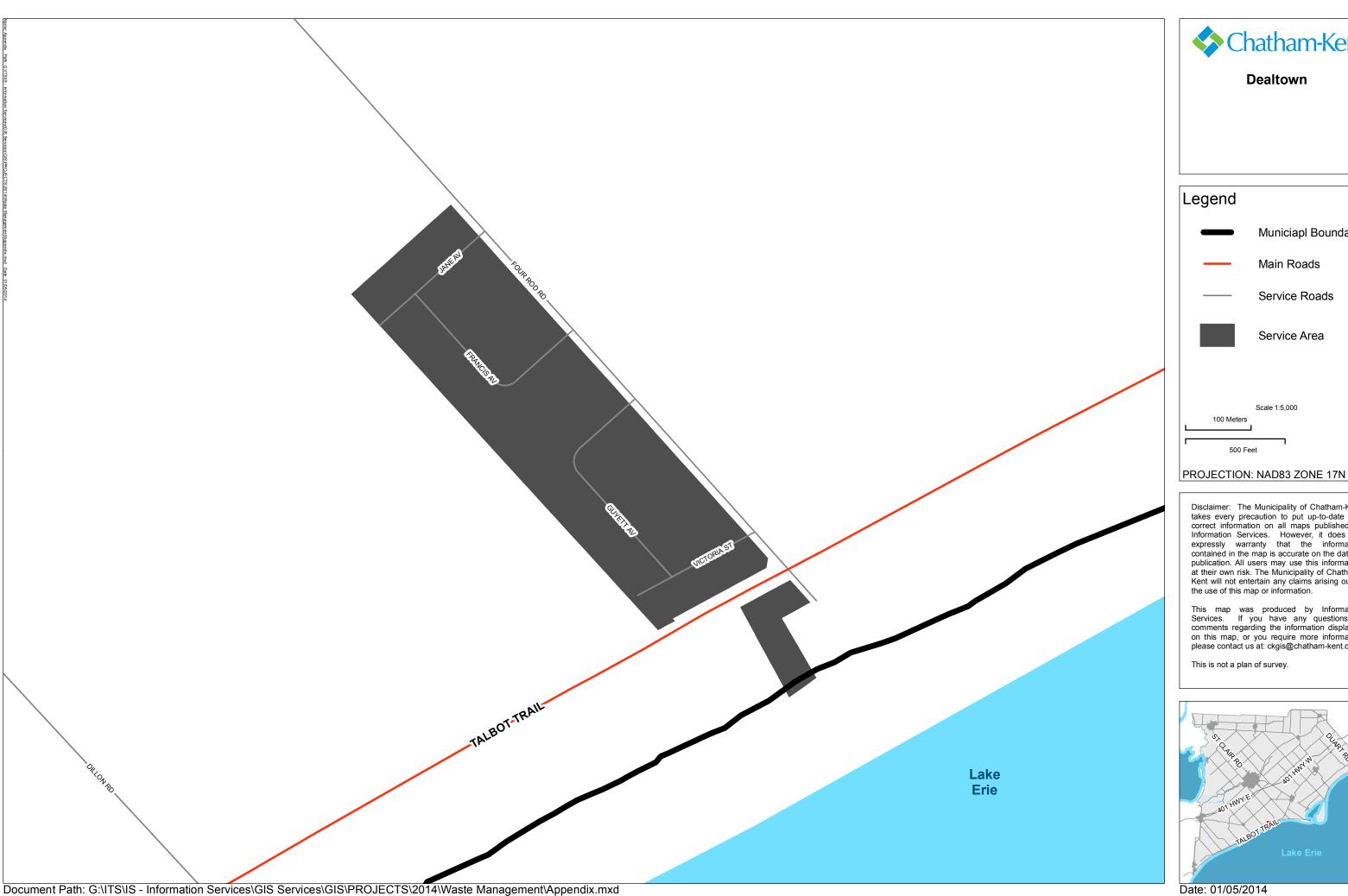


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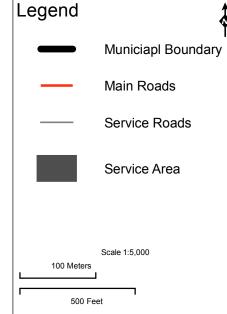
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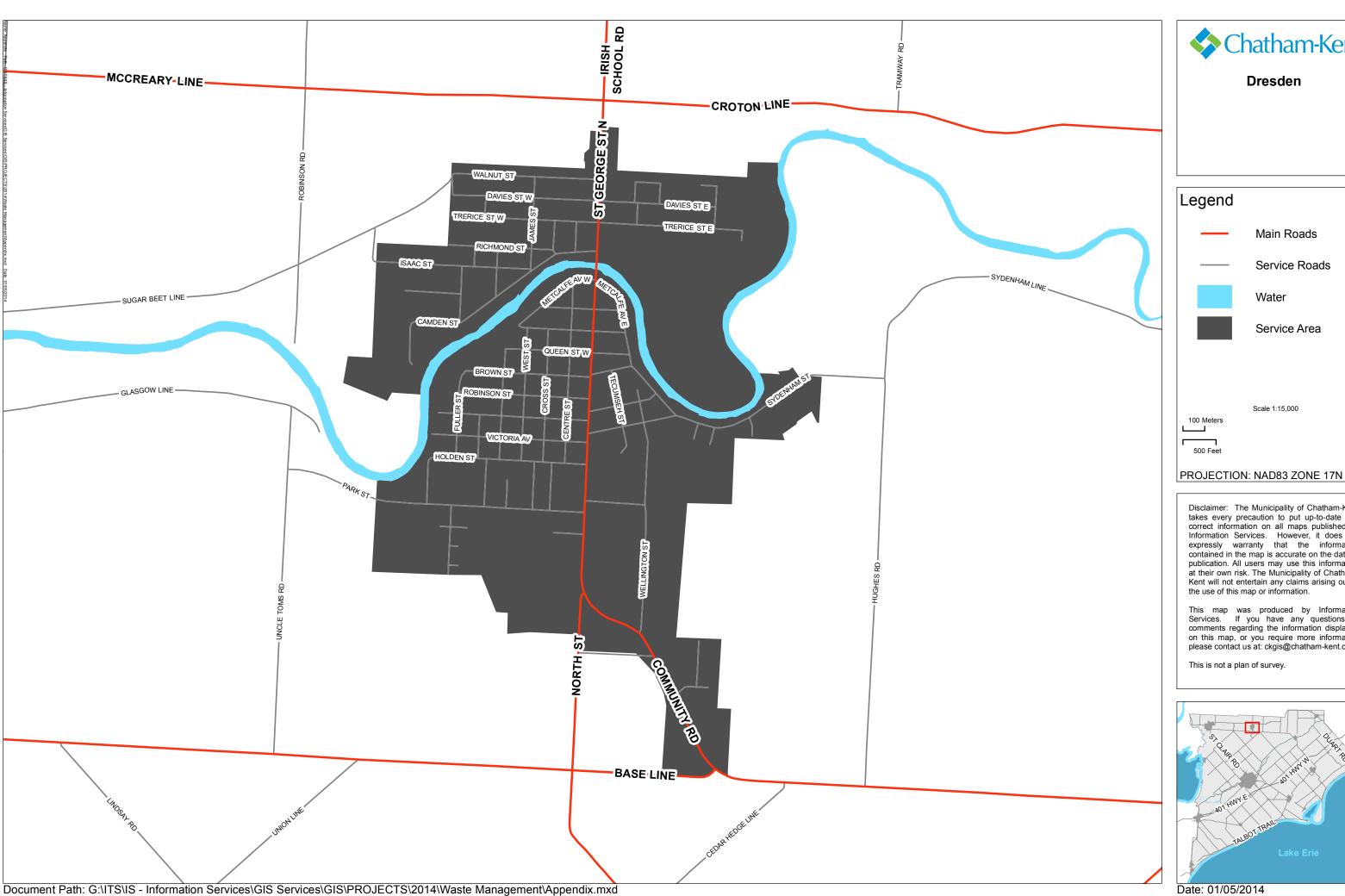




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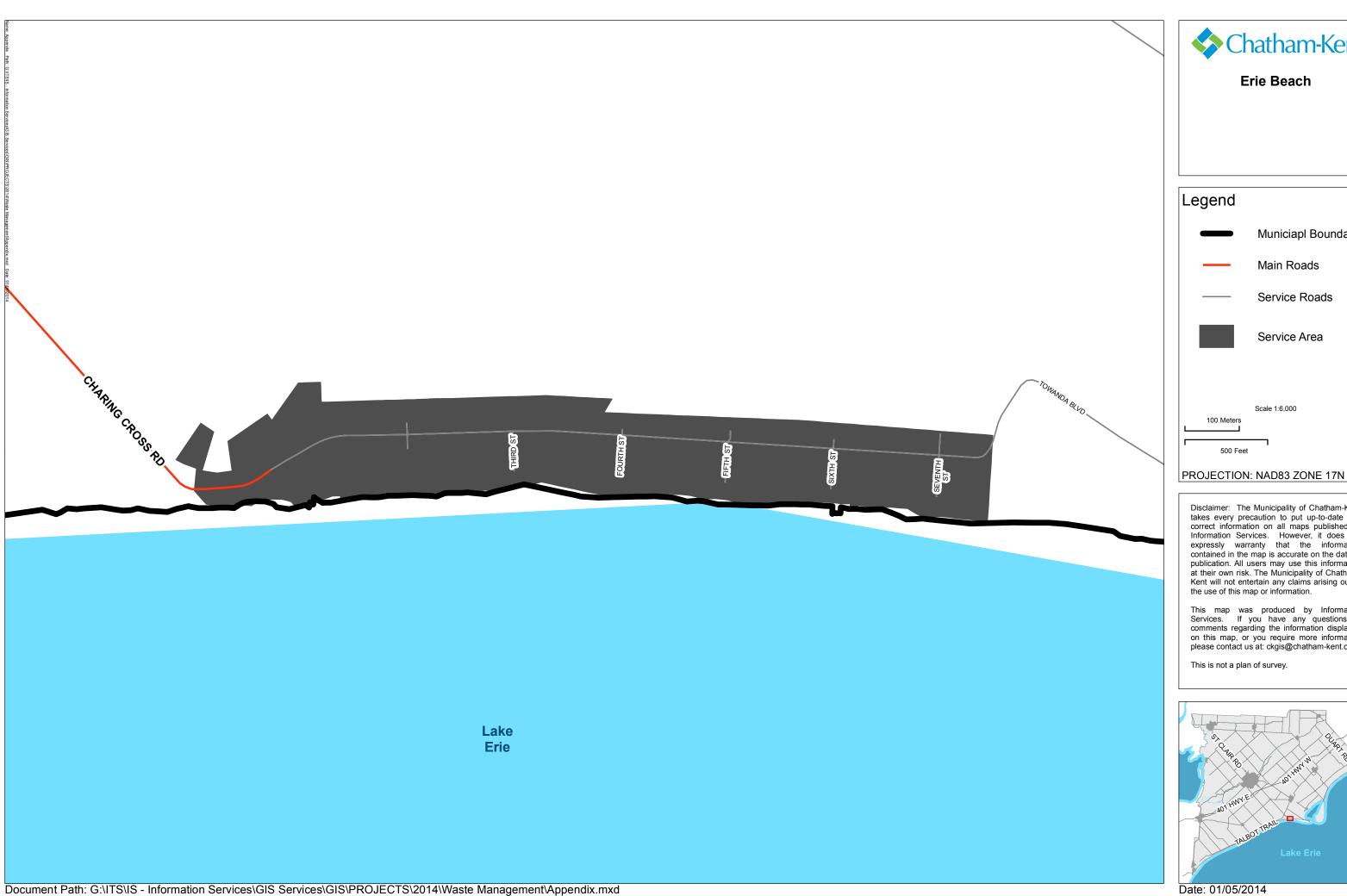




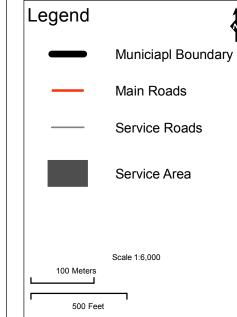
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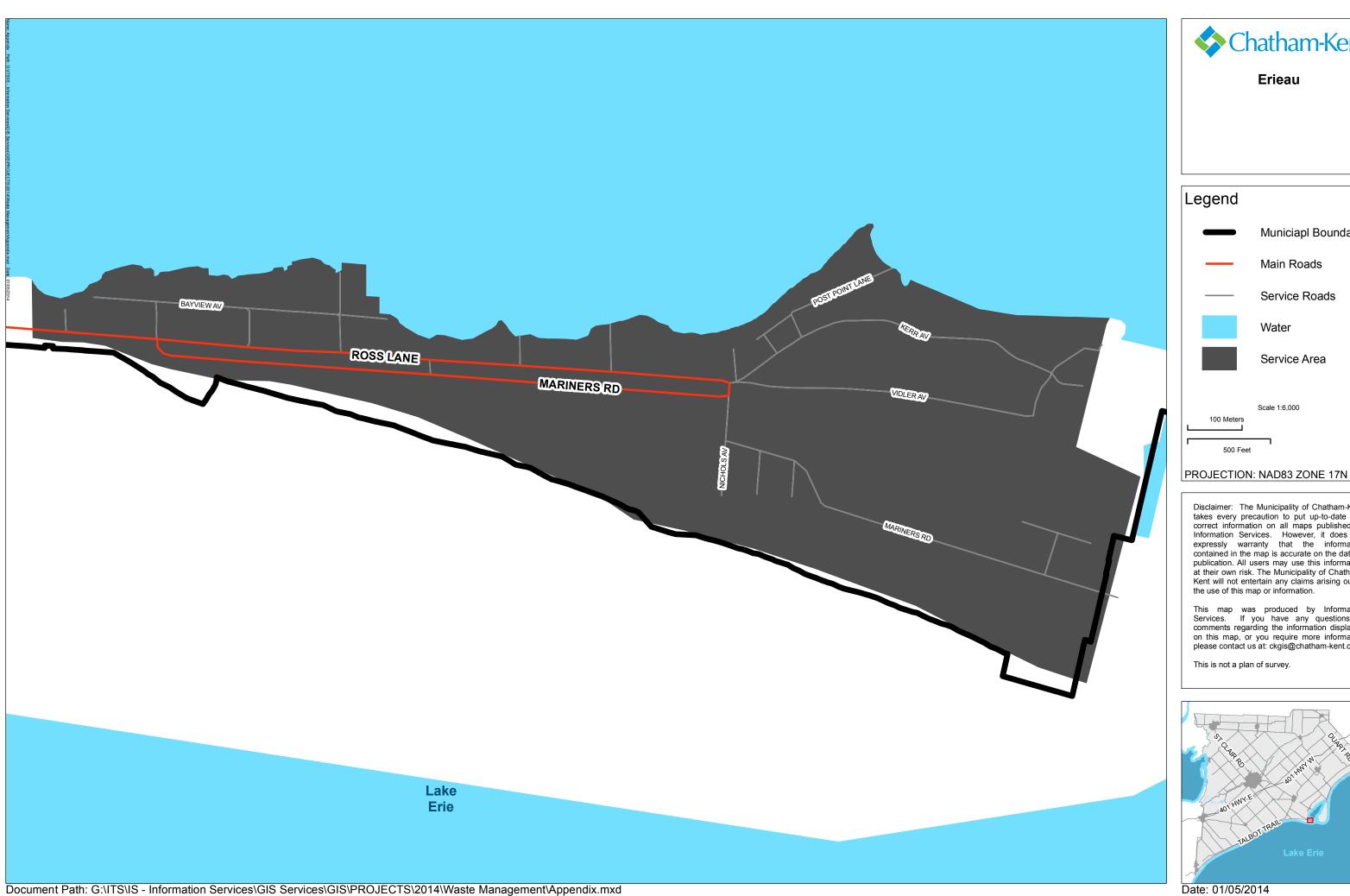




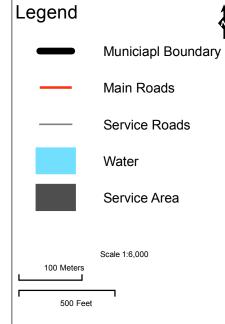
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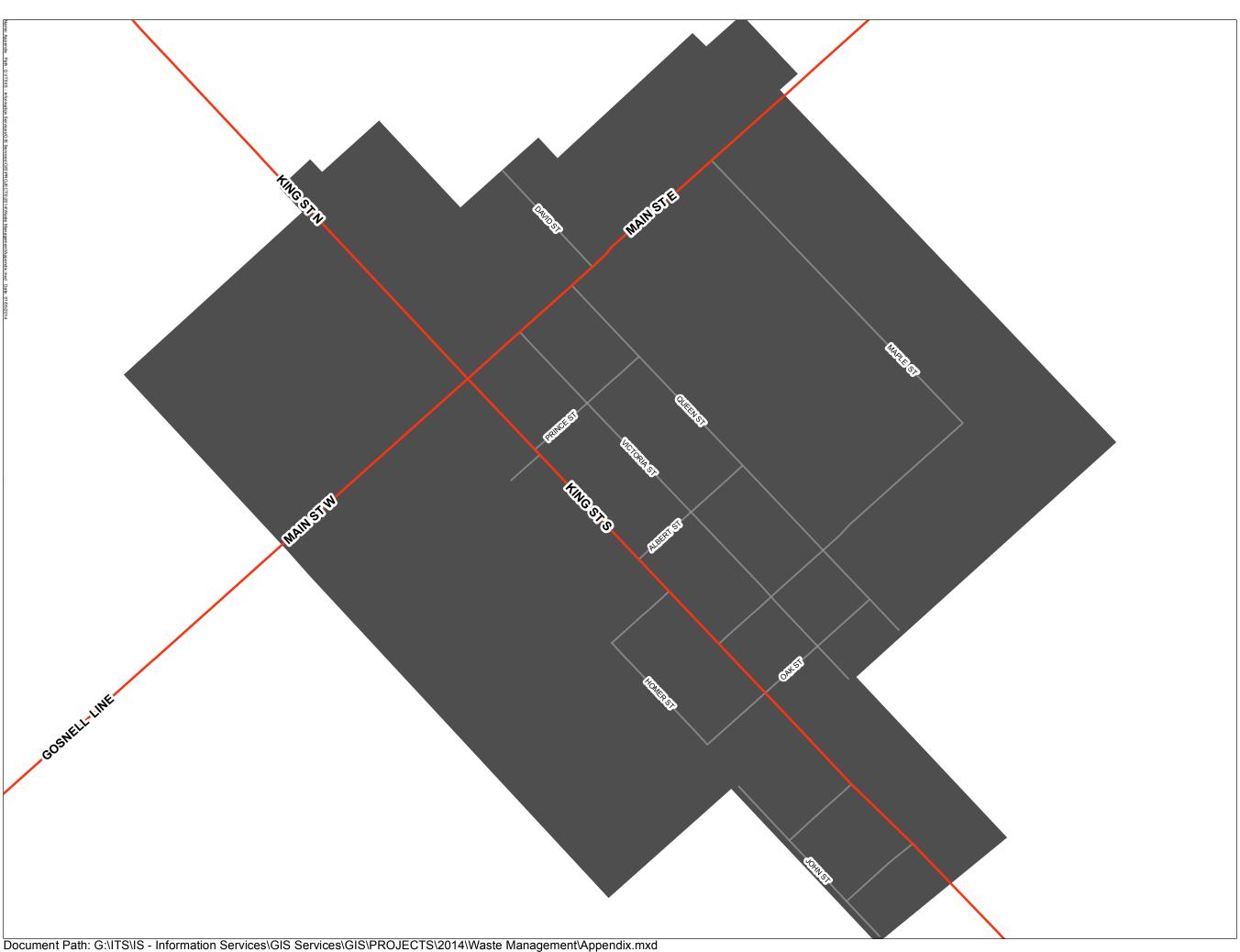




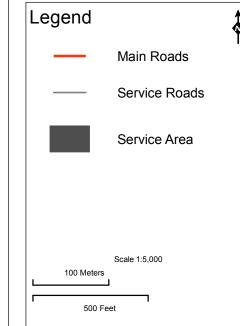
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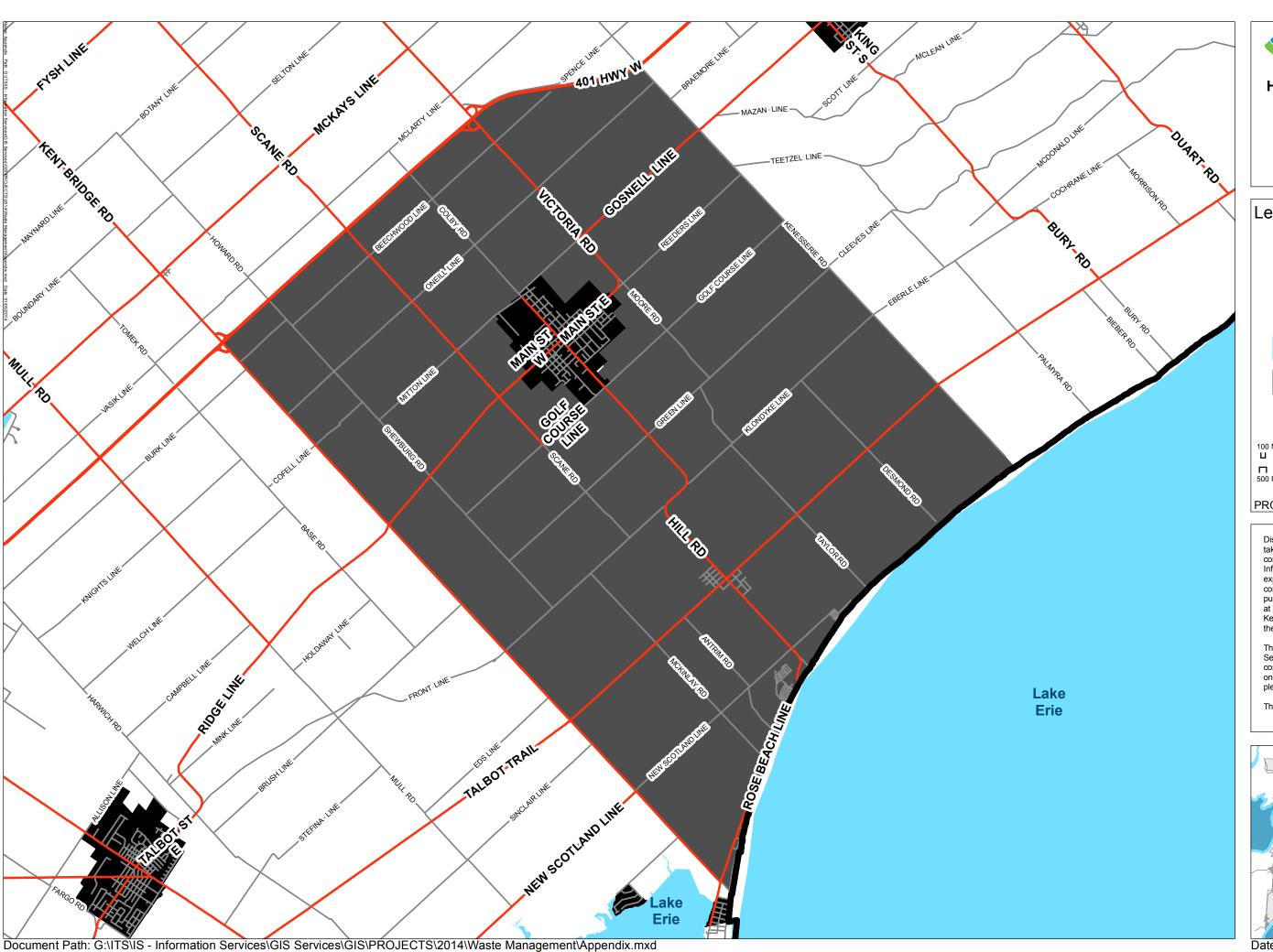


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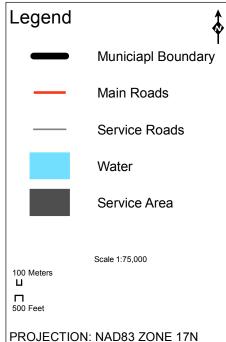
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Howard Township (South of 401)



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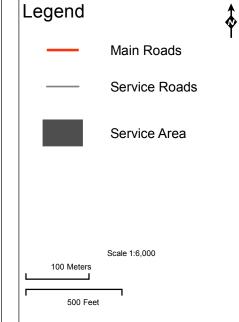
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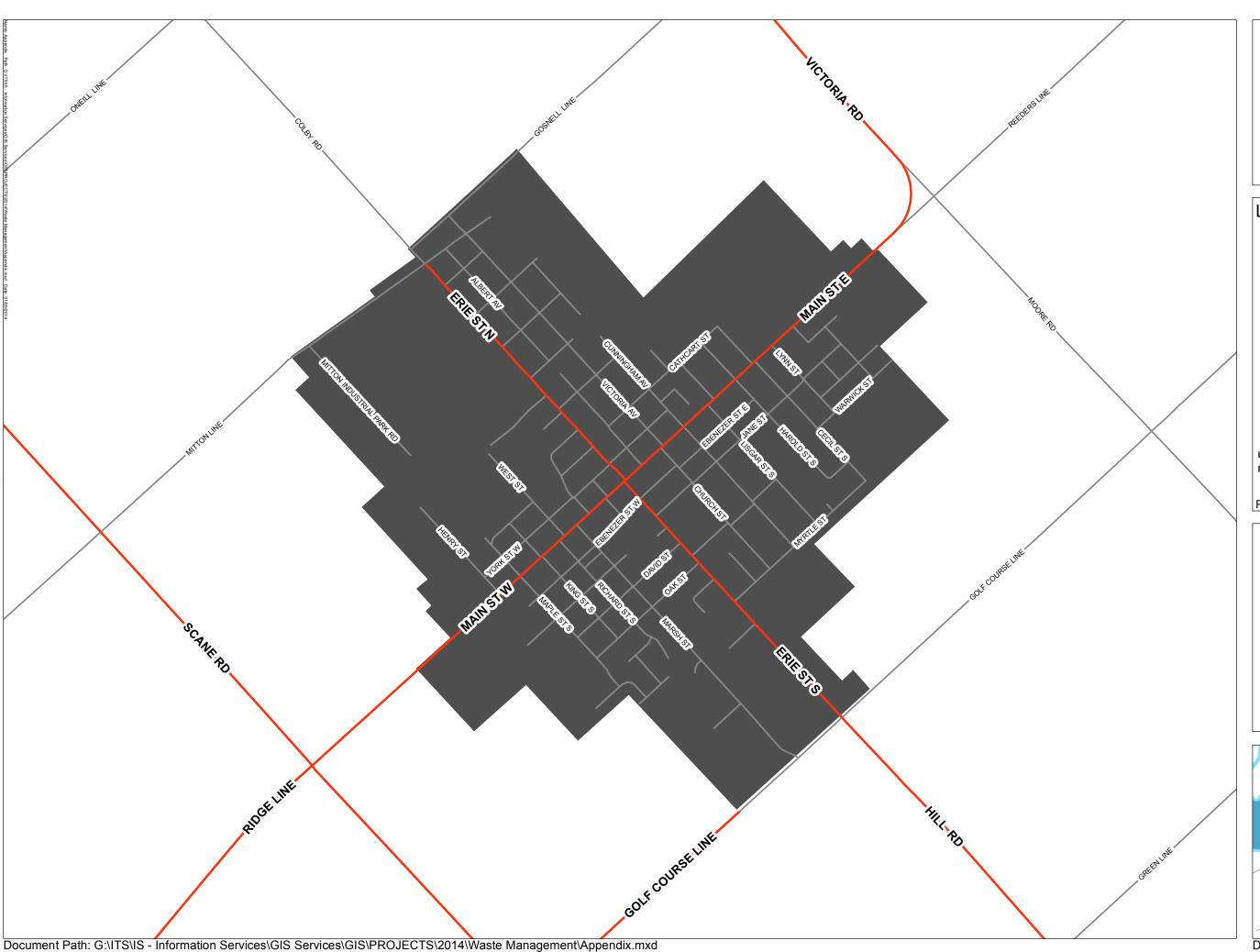
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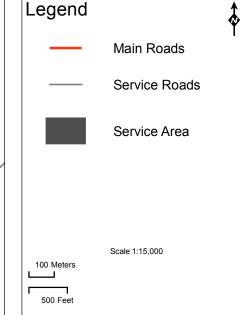
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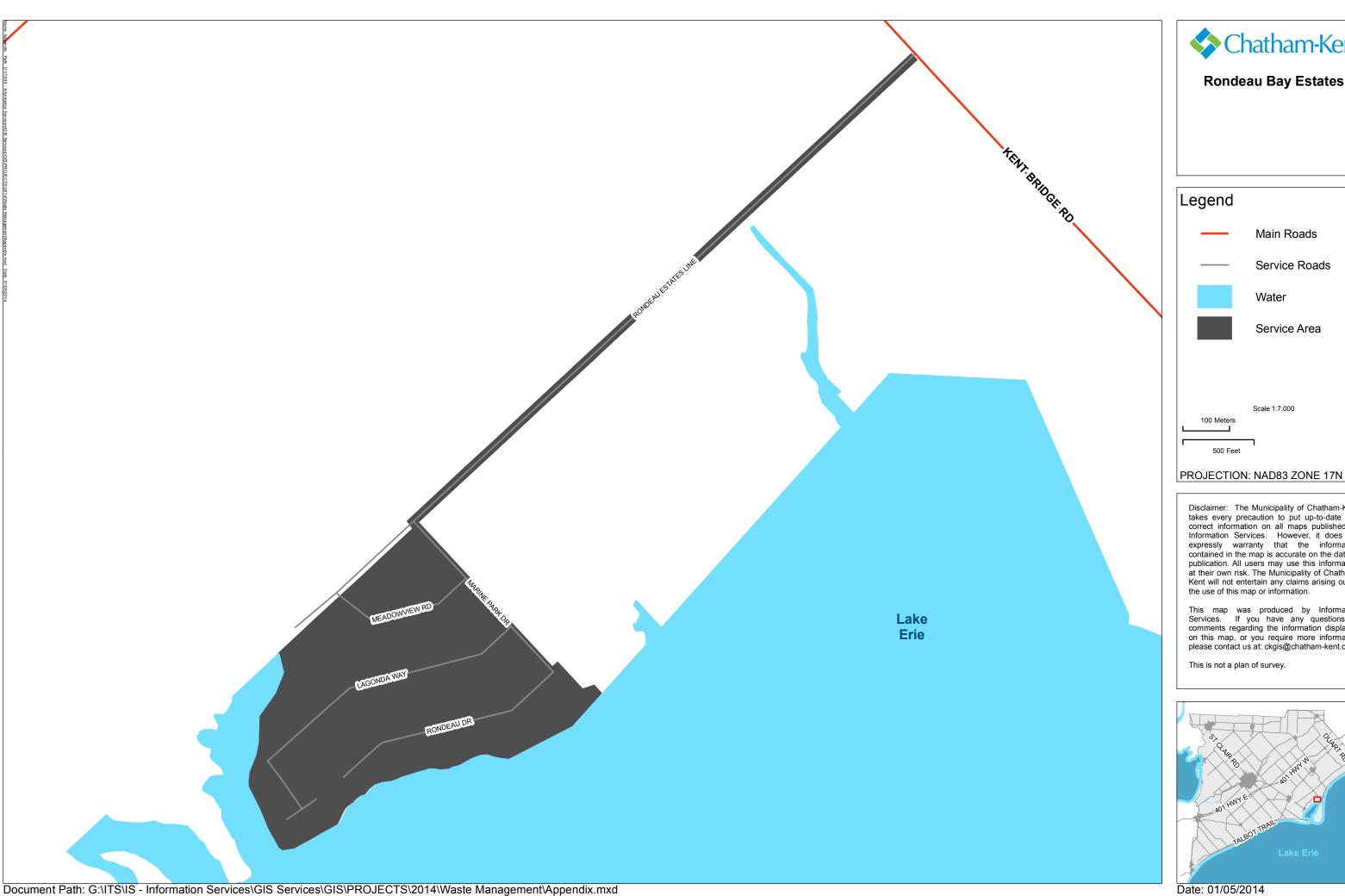


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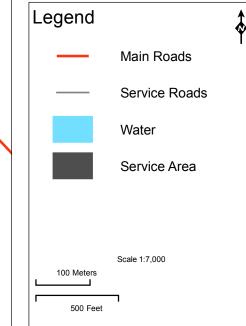


Date: 01/05/2014





Rondeau Bay Estates



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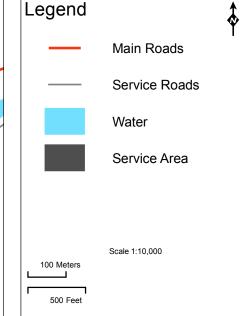
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PROJECTION: NAD83 ZONE 17N

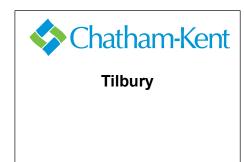
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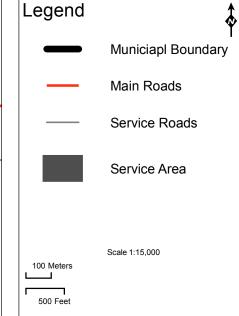
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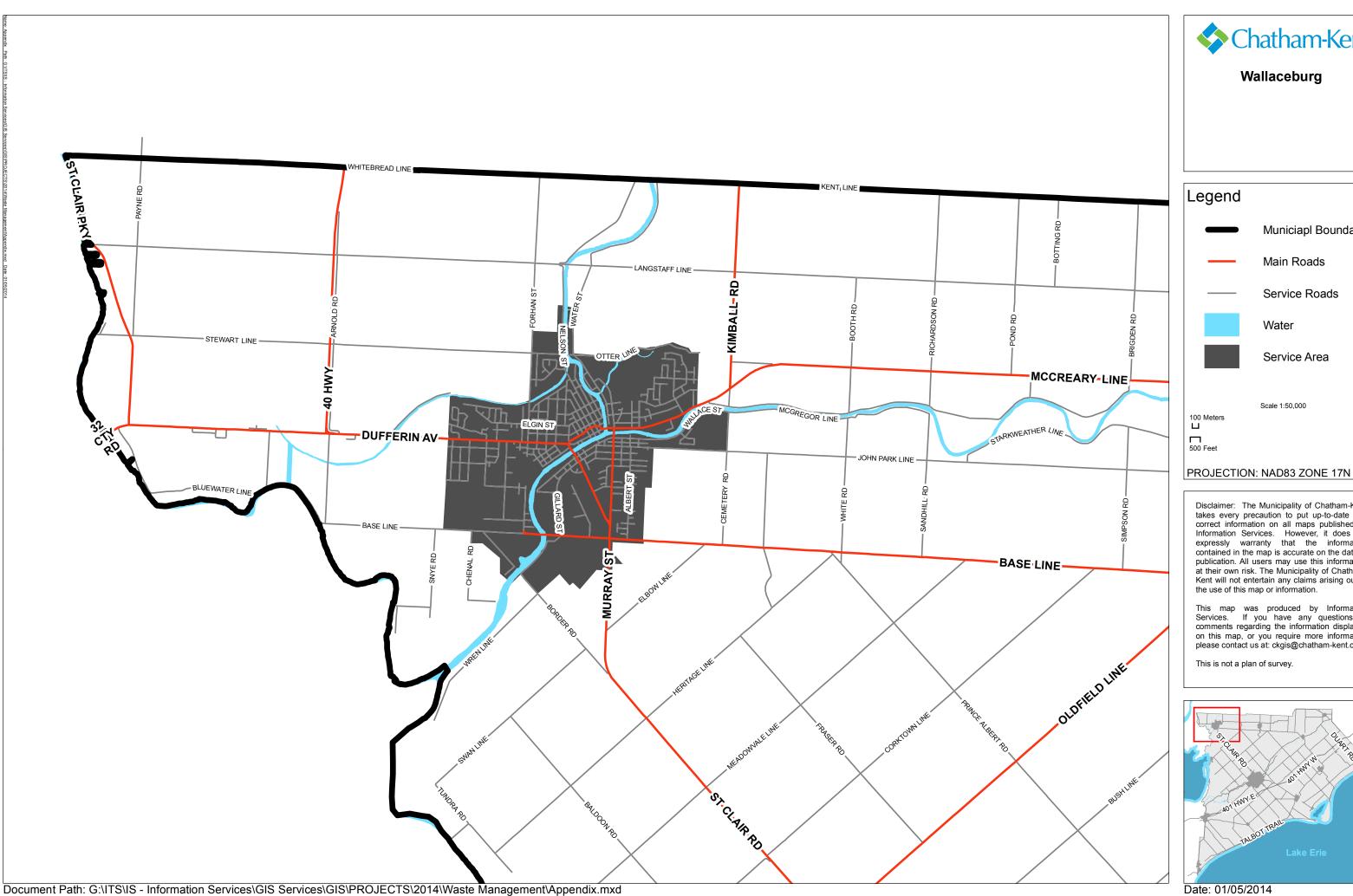




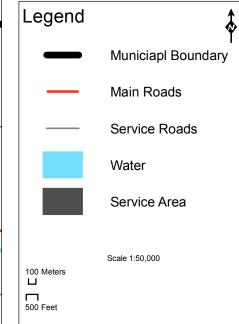
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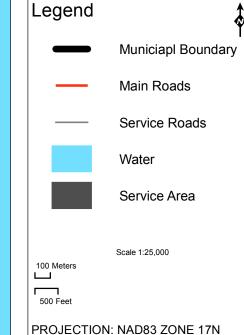
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Chatham Fringe

Note: The addresses listed below are the beginning numbers and end numbers for each street/road. All locations in between these addresses are to be collected as well.

Birmingham Lane	1 – 43	Legacy Lane	6 – 107
Briar Hill Road	1 – 40	Lynnwood Drive	19 - 85
Cameron Ave.	39 - 57	Manchester Place	3 – 15
Charing Cross Road	850 – 22373	McDowell Line	9091 – 9125
Creek Road	22407 – 22805	McNaughton Ave. East	483 - 955
Creek Road East	22676	Merlin Road	23801
Creekview Place	4 - 32	O'Brien Drive	1-30
Curran Crescent	2 – 10	Park Ave. East	9052 – 9092
Detroit Drive	2 – 78	Pine Crest Road	1-5
Devon Drive	1-7	Queen's Line	7082 – 7756
Dillon Road	23144 – 23438	Queen St.	854
Doyle Line	8557 – 8565	Riverview Line	5970 – 7707
Eastlawn Road	22661 – 22924	Seventh Line East	7780 – 8584
Fairview Line	9216 – 9333	Silvana Drive	1-13
Given Road	21 – 437	Sixth Line East	7794 – 7867
Glenmar Ave.	17 – 104	South Hampton Way	3 – 14
Golden Rod Court	3 - 28	Standaert Road	1 – 17
Grand Ave. East	510 – 915	Taylor Trail	154 - 210
Grande River Line	7159 – 7993	Tecumseh Line	5972 – 5984
Gregory Drive East	125 – 837	Third Line	5747
Gregory Drive West	301 - 723	Walker Road	23184 – 23223
Howard Road	22501 – 22575	Westgate Walk	23592 – 23632
Indian Creek Rd West	2 – 486	Windsor Drive	4 – 58
Joplyn St.	15 - 104		

Wallaceburg Fringe

Note: The addresses listed below are the beginning numbers and end numbers for each street/road. All locations in between these addresses are to be collected as well.

Base Line	6168 – 7285	McGregor Line	7482
Bishop Road	29584 – 29598	Mirwin Road	29108 – 29245
Bluewater Crescent	29057 – 29069	Nelson St.	1017 – 1627
Bluewater Line	5595 – 6155	North River Line	7323 – 8589
Chenal Road	28801-28990	Payne Road	29618 – 30119
Crocus St.	1-9	Poplar St.	4 – 20
Dufferin Ave.	1913 – 7070	Running Creek Road	29292 – 29526
Forhan St.	208 – 1176	St. Clair Parkway	29472 – 30127
Irwin Drive	4 – 64	Snye Road	28721 - 28941
Island View Road	28696 – 28750	Stewart Line	5442 – 6761
Kilbride Ave.	2 – 24	Tulip St.	3
Langstaff Line	5427 – 6815	Whitebread Line	157 - 169
Maple St.	1-21		

Proposal Form "A"

- **A.** The Respondent identified below hereby declares 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 request for proposal.
- 2. This Proposal is made without any connection, knowledge, comparison of figures or arrangement with any other company, firm or person making a bid for the same work and is in all respects fair and without collusion or fraud.
- The Respondent is not aware of any potential or actual conflicts of interest that it, or members of its joint venture in the case of Joint Venture Respondents, has or may have as a consultant/contractor/service provider under the terms and conditions of the RFP.
- 4. There is no Municipal employee, Council member or member of a Municipal agency, corporation or commission or employee thereof who has a financial interest in the Respondent, including the supply work or business of the Respondent or any profit or revenue of the Respondent, except as stated in the submitted Proposal.
- 5. The contents of the Proposal are true.
- 6. The Respondent has read and understands and agrees with all the terms, conditions and requirements contained in the Request for Proposals
- **B.** If awarded the contract, the Respondent agrees to complete the work in accordance with the specifications in the RFP and the following addenda, receipt of which is hereby acknowledged:

	Addendum No	. dated		. 20	
	Addendum No.			- ·	
	Addendum No	_ , dated		_ , 20	
	Addendum No	, dated		_ , 20	
	Addendum No	, dated		_ , 20	
	e of Respondent:				_
Address:					_
Telephone:	Fax:		Email:		
	(Please Print)				

In the case of a Respondent that is a limited liability corporation

Name & Position of Person Signing	
Signature: I have authority to bind the Cor	
In the case of a Respondent that is a sole p	roprietor or partnership
Witness	Owner/Partner Signature
Date:	Name:
Witness	Owner/Partner Signature
Date:	Name: