



Request for Proposal

For
**RECYCLABLE MATERIAL COLLECTION,
PROCESSING and
MARKETING SERVICES for**

**The Townships of Beckwith, Montague and Drummond North
Elmsley and
The Towns of Mississippi Mills and Carleton Place**

RFP REFERENCE: MWG RECYCLING SERVICES RFP-October 2012

Proposals shall be received until
11:00 am on Tuesday November 27, 2012

Prior to the closing date and time, the submission must be delivered to:
Dave Young, Director of Public Works
Town of Carleton Place
175 Bridge St.
Carleton Place, Ontario K7C 2V8

For Information Contact:
Wayne Fraser
175 Bridge Street
Carleton Place, Ontario
K7C 2V8
Tel: 613-257-6203
wfraser@carletonplace.ca

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SUBMISSION CHECKLIST

Proposals must be submitted in **six (6) envelopes, all of which must be sealed and clearly marked** as described below:

Envelopes #(2), #(3), #(4), #(5), and #(6) must be sealed, marked as described below and inserted into envelope (or container) # (1).

Envelope (or container) #1 must be clearly marked **Contract # PW 3-2012** along with the Contractor's name and coordinates.

Envelopes #(2), #(3), #(4), #(5), and #(6) must each be clearly marked **Contract # PW 3-2012** and indicate to which of the five Towns, the envelope applies.

Prior to the closing date and time, the submission must be **delivered to:**

**Director of Public Works,
Town of Carleton Place
175 Bridge St.
Carleton Place, Ontario
K7C 2V8**

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

Envelope 1

Recycling Services Tender June 2011

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

Envelope 2

Town of Carleton Place Financial, Declarations and Securities

- ☐ Bidder Information
- ☐ Bid Deposit
- ☐ Addenda
- ☐ Schedule of prices: Carleton Place contract pricing
- ☐ Agreement to Bond
- ☐ Bid Declaration
- ☐ Signed Contractor Safety Practices Acknowledgement (Form ISF-024) & Accessible Customer Service (Form D7a) (see Part E Sections 5.4 and 5.5)

Envelope 3

Town of Mississippi Mills Financial, Declarations and Securities

- ☐ Bidder Information
- ☐ Bid Deposit
- ☐ Addenda
- ☐ Schedule of prices: Mississippi Mills contract pricing
- ☐ Agreement to Bond
- ☐ Bid Declaration

Envelope 4

Township of Beckwith Financial, Declarations and Securities

- ☐ Bidder Information
- ☐ Bid Deposit
- ☐ Addenda
- ☐ Schedule of prices: Beckwith contract pricing
- ☐ Agreement to Bond
- ☐ Bid Declaration

Envelope 5

Township of Montague Financial, Declarations and Securities

- ☐ Bidder Information
- ☐ Bid Deposit
- ☐ Addenda
- ☐ Schedule of prices: Montague contract pricing
- ☐ Agreement to Bond
- ☐ Bid Declaration

Envelope 6

Township of Drummond/ North Elmsley Financial, Declarations and Securities

- ☐ Bidder Information
- ☐ Bid Deposit
- ☐ Addenda
- ☐ Schedule of prices: Drummond North /Elmsley contract pricing
- ☐ Agreement to Bond
- ☐ Bid Declaration

DEFINITIONS

The following definitions apply throughout this document and are provided for the Proponent's information.

Bid refers to the documents submitted in response to this request for proposal.

Board refers to the Workplace Safety and Insurance Board.

C of A means Certificate of Approval previously issued by the Ministry of Environment and for the purposes of this contract may also include an Environmental Compliance Approval (ECA) issued as per O.Reg 255/11.

CPI means the increase set out in the Statistics Canada Consumer Price Index (CPI) (for all items-Ontario) as published for the previous 12-month period.

CVOR means Commercial Vehicle Operator's Registration as defined in the Highway Traffic Act.

Contract includes all parts of these documents including Parts 'A' through 'F' inclusive plus all addenda issued prior to Bid Closing.

Contractor refers to the eventual successful proponent to whom the MWG awards and with whom the Contract is executed,

Council or Town Council means the Council of any of the five municipal members of MWG.

Director means the staff member in charge of public/environmental works in any of the five municipal members of MWG.

Holiday is as defined in Part 'A', Article 4 of these documents.

ICI means the Industrial/Commercial/Institutional assessment classification.

ICI Stop means a Stop that is assessed with a property code that is industrial, commercial or institutional.

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

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

OCC means corrugated cardboard

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

Proponent means the person, firm, partnership or corporation who responds to this Request by submitting a proposal.

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

Registered Proponent means a proponent that has received an original RFP document from MWG and has had their company name listed on the RFP Distribution List.

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

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

Residual Factor means the mass of Residual Material divided by the mass of Recyclable Material times 100, expressed as a percentage. Applies to materials collected within MWG boundaries only.

Site means the area defined by the geographical boundaries of all five Towns involved in MWG.

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

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

RFP Distribution List means the official record of companies that have received an original RFP document entitled RECYCLABLE MATERIAL COLLECTION, PROCESSING and MARKETING SERVICES RFP- September 2012.

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

MWG means the Townships of Beckwith, Montague and Drummond/North Elmsley and the Towns of Mississippi Mills and Carleton Place.

Town Representative means a municipal employee with delegated authority to manage and direct the Contractor in each of MWG's five Towns.

Town means any one of the five members of MWG.

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

1. Part A: INFORMATION FOR Proponents

1.1 SCOPE

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

1.2 TERM OF THE CONTRACT

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

Recycling, Collection, Processing and Marketing Services with each member of MWG receiving 100% of its share of the revenue for a seven (7) year period commencing June 1, 2013.

- b) Prior to contract completion, MWG reserves the right to extend the contract for one (1) year or any other term as agreed upon by both parties. Any such extension shall be on the same terms and Conditions of the original Contract. Should MWG decide to extend the Contract, it shall inform the Contractor in writing no later than six (6) months prior to the end of the Contract. MWG has no obligation to extend the Contract or any portion of the Contract.
- c) The Contractor must be prepared to provide services under this contract which will commence June 1, 2013.

1.3 GENERAL SCOPE OF COLLECTION

- a) The Equipment will be used and the Services will be performed throughout the five Towns involved in MWG.
- b) A list of the respective Town streets and their lengths are available upon request.

c) Population and Dwelling Counts:

	2010 Datacall Information for MWG					
<i>Municipality</i>	<i>Size (Sq. Km)</i>	<i>Roads (Km)</i>	<i>No of Residential stops</i>	<i>No of I,C & I stops</i>	<i>Recycling Tonnage</i>	<i>Population 2011 Census</i>
Carleton Place	10	55	4195	349	631.88	9809
Montague	280	145	1440	0	197.16	3438
Drummond/North Elmsley	366	250	**3557	6	543.93	7487
Beckwith	240	186	2846	0	447.99	6986
Mississippi Mills	537	358	5144	213	691.91	12,385
TOTAL	1433	994	17186	568	*2512.87	40105

*recycling tonnage should increase in 2013 due to MWG starting to collect # 3 to #7 plastics. Proponents are to use their experience to predict such increases.

**of the 3557 residential stops, 500 are seasonal homes which deposit recyclables at a few common locations.

- d) The dwelling counts will be increased/decreased each year (on the contract date) based on the tax roll or the number of new residential or ICI buildings or dwellings constructed or the number of buildings or dwellings demolished. Data will be gathered from the respective Town's building records.
- e) The Proponent must satisfy itself as to the accuracy of the number of stops. At no time, after each successive anniversary date, will the number of stops shown in the Information Table (as per MWG) be subject to dispute.
- f) The Proponent should note that the number of stops may vary up or down each year.
- g) Stops shall be counted as follows:
- (1) Each single family detached house will be one (1) stop.
 - (2) Each duplex or semi-detached house will be two (2) stops.
 - (3) The number of stops per apartment building will be as the number of apartments (e.g. a twelve (12) unit apartment building will be twelve (12) stops).
 - (4) The number of stops per multi-unit retail outlet will be as the number of units (e.g. a four (4) unit retail outlet will be four (4) stops).
 - (5) In the IC&I sector each store, church, hall, garage, motel, restaurant, etc., will be one (1) stop regardless of physical size. Note: the contractor shall collect the same recyclable materials in the IC&I sector as are collected from residences with the exception of corrugated cardboard.

- (6) **The Contractor will not collect OCC from the IC&I sector as part of this contract.** MWG does not limit the amount of materials or the number of blue boxes that IC&I establishments can put out for collection. It should be noted that many of the Industrial and Commercial stops do not utilize the curbside collection service due to the volume of recyclable material produced as they must use the blue box container to receive service. It is up to the Proponent to examine for itself the level of usage from these stops.
- The Contractor shall collect Blue Boxes on all roads maintained by the Towns. The Contractor shall also collect on all King's Highways, County Roads and on some private roads as designated by the Towns. It is the Contractor's responsibility to ensure that all residences and IC&I sites presently served with Blue Box collection continue to be served under the Contract.
- The Contractor shall not rely on information provided by the Towns, but rather, is obliged to inspect the sites to determine him/herself which private roads receive collection and to ensure that current levels of service are maintained.
- (7) It is each Municipality's responsibility to address in a timely manner any safety issues regarding road conditions for roads on which service is required, or if mutually agreed to by both parties service may be suspended until the issue is resolved.

1.4 WORK SCHEDULE

- a) Recycling collection service shall be available to every stop once every week for all collectable blue box/cart Recyclable Materials from all eligible locations in the MWG areas as specified. If any member of MWG installs recyclable collection at various municipal locations (provisional item), they shall be emptied once per week.
- b) If MWG Towns install recyclable collection containers on public or recreational spaces they shall be considered one stop at each location.
- c) When normal recycling collection days fall on the following holidays,
- New Year's Day,
 - Good Friday,
 - Canada Day, and
 - Christmas Day
 - Victoria Day,
 - Civic Holiday,
 - Labour Day,
 - Thanksgiving Day,
 - Boxing Day.
 - Family Day
- then the collection for that day will occur on the following day.

- d) The **Contractor** must request in writing (30 days in advance) to obtain permission from the **Town** for any deviation from this schedule.
- e) If permission is granted the **Contractor** is responsible for advertising the deviation in the local newspaper for two(2) consecutive weeks in advance of the date
- f) Copies of the advertisement, which will be placed in the EMC, shall be delivered to the **Town** three weeks before the holiday.
- g) The **Contractor** shall bear at its own expense, such additional overtime rates for extra forces and provisions as may be required to provide the same frequency of collection during weeks in which Holidays occur.
- h) In the event that MWG no longer recognizes a given Holiday, the Contractor shall provide collection service that day. **MWG** shall provide sufficient notice to the **Contractor** of such change.
- i) For the Proponent's information, the current recyclable collection schedule can be viewed at:

<http://carletonplace.ca/>
<http://www.mississippimills.ca>
<http://www.dnetownship.ca>
<http://www.twp.beckwith.on.ca>
<http://www.township.montague.on.ca>
- j) The Proponent is free to propose a different collection schedule on the "Form of Tender". Such a change will likely only be accepted if there is an obvious benefit to the Town which it will assess using its own criteria. If accepted, the Town will be responsible for public notification of this change in schedule.

1.5 SUBMISSION OF PROPOSALS

Proposals must be submitted in **six (6) envelopes which must be sealed and clearly marked** with the Contractor's Name and coordinates with envelopes two, three, four and five and six sealed and inserted into envelope (or container) one.

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

**Director of Public Works
Town of Carleton Place
175 Bridge St.
Carleton Place, Ontario
K7C 2V8**

no later than

11:00 a.m. local time on Tuesday, November 27, 2012.

1.6 TENDER INQUIRIES

- a) Any questions regarding this bid package must be placed in writing and be directed to Wayne Fraser, Development Coordinator by email at wfraser@carletonplace.ca with a subject heading 'Recycling Services RFP October 2012'. E-mails should be sent with a 'read receipt' request to confirm delivery.
- b) Inquiry date deadline: 11:00 a.m. Tuesday, November 20, 2012
- c) Answers and any addendums will only be issued to Registered Proponents that have received an original Tender document and are listed on the Tender Distribution List.
- d) All inquiries received, and the answers, will be provided to all Proponents by way of written communication no later than two (2) working days prior the RFP Closing date without naming the source of the inquiry.

1.7 BID DEPOSIT

Bid deposits shall be furnished in accordance with Part 'B'. The 'Total Amount of Tender' outlined in Part 'B' shall be based on the 'Seven (7) Year total annual cost' as identified in the 'Form of Tender' (with the volume discount excluded)

1.8 BASIS OF AWARD

- a) Each Municipality in MWG may choose a Contactor to enter into a contract based on the lowest qualified bid for the scope of work which can include both mandatory work and provisional items. Notwithstanding the above, the Town reserves the right to choose any bid or no bid as the successful one if it is deemed (by the Town) to be in its best interest.

Individual Towns seeking bids for “provisional” waste services reserve the right to add these extra services to the contract with their successful contractor.

- b) An **option** that will be considered as part of this joint effort will be that MWG will award separate Municipal contracts to a single eligible Contactor should it be beneficial to do so.
- c) Award of this contract is contingent upon the five municipal Councils’ approval, each of which reserves the right not to award to any proponent if the lowest qualified proposal exceeds the Town’s budget for this work.

1.9 FORM OF TENDER

Proponents, in order to be eligible to bid must register their company name, contact, phone number, e-mail and office coordinates on the **Tender Distribution List**. After which they will receive an original Tender document entitled ‘Recycling Services Request for Proposal October 2012’ issued by MWG’s representative, Wayne Fraser. Proponents must complete and submit the original ‘Form of Tender’ as found in Part ‘D’ of this Document as per the submission requirements. Information and instructions for completing the form are as follows:

1.9.1 SCHEDULE OF PRICES

The RFP solicits proposals for each member of MWG as follows:

Recycling Collection, Processing and Marketing Services with no revenue sharing with contractor for a seven (7) year period.

General Instructions:

- a) Proponents are to provide the **first year prices** to perform the Recycling Services in accordance with the Terms and Conditions outlined in this Contract. As per this document, subsequent years will be adjusted based on CPI and applicable fuel surcharges.
- b) The curbside recycling collection is broken up into Residential and ICI stops. The Contractor will be compensated for providing collection service to each stop on a weekly basis. For an example of a seven (7) year pricing: the Bidder is to submit a price per stop per collection week (column G) for each type of stop. The Annual Amount for each type of stop is calculated by multiplying the estimated quantity (column D) by fifty two (52) number of weeks per year, (column E) by one (1 number of times per week, (F) column F) by the price per stop per week (column G). Under this item, the Proponent is bidding on a collection schedule that matches the existing schedule.

- c) If the Proponent wishes to propose a different schedule, it must identify a change in cost, up or down, under item 5 (a) and itemize the change in Part 'D'. Acceptance of the proposed schedule change is subject to Town approval.
- d) The RFP requires the proponent to set out pricing to process all the co-mingled recyclable materials collected. Proponents are to identify the cost to process at the MRF identified in Part 'D'.
- e) The purpose of soliciting pricing for each activity as Waste Diversion Ontario's model collection and processing contracts have identified this as a best practice. As such, the Towns are strongly encouraged to solicit pricing in this manner as it increases the funding opportunity provided to the municipality from Stewardship Ontario.
- f) Cardboard collection for the ICI sector is not part of this contract.
- g) The 'Subtotal' is calculated by summing the Annual Amount column. HST is to be calculated, if applicable. The 'Subtotal' and 'HST' are summed to calculate 'Total Annual Cost'.
- h) This RFP requires the Contactor to provide pricing for the mandatory service of establishing an OCC recycling depot in one or more locations in some but not all of the five MWG Towns. The quoted price includes the provision and maintenance of collection containers; removal of the materials when the containers are full; hauling, processing and marketing of materials. The Contractor will remain the owner of the containers. Types of materials collected at the depot are to match materials presently being collected at the designated locations. Four options have been provided with an allowance for the Contactor to provide any one or more options. Proponents are instructed to provide pricing for at least two collection methods. As per the initial instruction, pricing for collection and processing must be applied in a manner that proportionally allocates the costs to the recycling activity.
- i) Provisional Items may, or may not, form part of the Work, at the Town's sole discretion. Provisional items are included to obtain unit pricing should the Town decide to add them as part of the Work. The Town reserves the right to include these items as part of the Work at any time within the first year of the Contract at the unit prices stipulated in the Schedule of Prices.
- j) Identify a price difference should the Proponent propose a different collection schedule than what is currently being followed.
- k) Volume Discount is to be completed for every instance to identify any cost savings to each Town should a single Contactor be chosen for each Town's recycling service contract. Identify the percentage amount which will be deducted from the Mandatory curbside collection, processing and marketing services tables.

Contract Pricing

All tables for each member municipality **must** be completed as per the General Instructions for Recycling Collection, Processing and Marketing Services with no revenue Share for either a seven (7) year period.

1.9.2 ADDENDA

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

1.9.3 COMPANY PROFILE

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

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

1.9.4 EXPERIENCE/REFERENCES

In their submission, Proponents must provide satisfactory evidence that they have operated, or are operating, a recyclable collection company or have had sufficient experience in a comparable field to perform this Contract to the satisfaction of the Town.

Proponents must complete and submit the "Experience" section in the "Form of Tender"

By providing this information, bidders consent to the Town contacting the references provided to obtain information in relation to the quality and scope of work previously provided by the Proponent.

1.9.5 CERTIFICATES OF APPROVAL

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

- a) Copies of all Certificates of Approval required to perform the Work specified in the Tender (ATTACH).
- b) List Certificate of Approval Number(s) on this Bid Form.

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

1.9.6 EQUIPMENT

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

1.9.7 GARAGE AND MAINTENANCE FACILITIES

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

1.9.8 PROCESSING FACILITIES

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

1.9.9 RESIDUAL DISPOSAL

The Proponent is to identify:

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

1.9.10 BASE OFFICE

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

1.9.11 SUB-CONTRACTORS

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

1.9.12 PROPOSED COLLECTION SCHEDULE

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

1.9.13 TRANSITION/START-UP PLAN

Proponents must submit:

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

1.9.14 COMMUNICATION PLAN

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

1.9.15 QUALITY CONTROL/QUALITY ASSURANCE PLAN

Proponents must provide an outline of how they will ensure:

- a) Recyclables set out for collection that are not included in the Town's program will not be collected at the curb,
- b) Adequate staff training, ongoing communication to staff to ensure the Towns' current quality control program is not jeopardized.

1.9.16 COMPLAINTS MANAGEMENT

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

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

1.9.17 COMMERCIAL VEHICLE OPERATOR'S REGISTRATION

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

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

1.10 CONTRACT PRICE

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

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

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

- i) Unit costs will be adjusted annually on the anniversary date of the contract. The increase will be equal to 100% of the increase set out in the Statistics Canada Consumer Price Index (CPI) (for all items-Ontario) as published for the previous 12-month period.

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

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

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

1.11 TERMS OF PAYMENT

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

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

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

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

1.12 SURETY

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

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

1.13 INSURANCE

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

1.14 LIQUIDATED DAMAGES

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

1.15 WARRANTY

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

1.16 CHANGES

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

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

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

Any change in the collection schedule proposed by the Contractor must be approved by the Town. For approved changes, the Contractor shall be required to reimburse the Town for public advertisements that inform the public of such changes. Such advertisement will include a maximum of three (3) consecutive weeks under the Town's header in the local paper (EMC)

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

1.17 WASTE BY-LAW

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

1.18 REFUSAL NOTICE

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

The Contractor will be responsible for the cost of printing the refusal notices. The cost of completing and applying the notices and reporting of such shall be included in the Contractors unit collection costs.

1.19 NO LOBBYING

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

1.20 FUEL SURCHARGE

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

2. PART 'B' – STANDARD TERMS & CONDITIONS

2.1 APPLICATION

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

2.2 CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

The Contract consists of the documents attached hereto, specifically:

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

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

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

2.3 ENTIRE CONTRACT

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

2.4 SEVERABILITY

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

2.5 DELIVERY

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

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

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

2.6 CLARIFICATION OF THE DOCUMENT

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

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

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

2.7 INQUIRIES

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

2.8 PRICING REQUIREMENT

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

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

2.9 SUBMISSION OF BIDS

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

Bids will NOT be accepted by facsimile or electronic mail.

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

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

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

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

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

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

2.10 WITHDRAWAL OR QUALIFYING OF BIDS

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

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

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

2.11 BID OPENING

Bids will be publicly opened immediately following the Bid Closing in the Council Chambers of the Town Hall at 175 Bridge St., Carleton Place, Ontario.

Bids will be opened by municipal designates.

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

2.12 BID ACCEPTANCE

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

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

2.13 SITE CONDITIONS

The onus shall be upon the Proponent to investigate the project site and inform itself, before submitting a Proposal, of all the physical and working conditions and administrative practices.

2.14 BID DEPOSIT

A Bid Deposit of 10% is required for **EACH** Town based on the first year's Total Annual Cost of the Seven (7) Year Term as proposed by the Proponent on the Form of Tender.

To be clear, five bid deposits are required, one for each of the five MWG member Towns. **EACH** Bid Deposit must be included in the proper Financial, Declarations and Securities Envelope.

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

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

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

The Bid Deposit, in favour of the Town may be in the form of a Cheque certified by the Bank upon which it is drawn or a Bid Bond from a Surety Company, authorized by law to carry on business in the Province of Ontario. All Deposits shall be in Canadian Funds. No interest shall be payable on any Bid Deposit.

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

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

2.15 AGREEMENT TO BOND

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

2.16 EXPERIENCE/REFERENCES

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

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

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

2.17 EQUIPMENT

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

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

2.18 SURETY

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

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

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

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

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

2.19 INSURANCE REQUIREMENTS

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

- i) For Comprehensive General Liability, the Insurance Coverage shall be in an amount no less than \$5 million inclusive per occurrence for third party Bodily Injury and Property Damage.
- ii) For Automobile Insurance, the Insurance Coverage shall be in an amount no less than \$5 million inclusive per occurrence for third party Bodily Injury and Property Damage for both owned and non-owned vehicles.
- iii) For Environmental Liability, the Insurance Coverage shall be in an amount no less than \$5 million inclusive per occurrence for third party Bodily Injury and Property Damage.

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

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

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

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

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

2.20 INDEMNIFICATION AND LIABILITY

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

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

The Contractor agrees that if any damages or fines are assessed against MWG or the Town or its employees/consultants as outlined above, the aforementioned shall be entitled to offset the damages so assessed against any monies that the Town may owe the Contractor under this Contract.

2.21 PERMITS AND APPROVALS

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

2.22 LAWS AND REGULATIONS

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

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

2.23 WORKPLACE SAFETY AND INSURANCE BOARD

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

Prior to final payment, a Certificate of Clearance must be issued indicating that all payments by the Contractor to the Board in conjunction with this Contract have been

made and that the Town will not be liable to the Board for future payments in connection with the Contractor's fulfillment of the Contract. Certificates of Clearance must be submitted within thirty (90) days of the conclusion of each year for the duration of the Term of the Contract or at any time upon request by the Town.

2.24 SUB-CONTRACTORS

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

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

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

2.25 CHANGES IN WORK/EQUIPMENT

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

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

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

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

The Town may decide to conduct pilot projects and will provide the Contractor the first right of refusal to undertake the work for the purpose of undertaking the pilot. In the absence of applicable unit prices, the Contract Price shall be increased or decreased by an amount as agreed upon between the Contractor and the Town. Notwithstanding the first right of refusal, should the Town and Contractor not agree on a revised contract price for the pilot project work, the Town retains the right to choose and work with a different Contractor and amend the associated payments to the Proponent by the quoted unit price in the Form of Tender. Any pilot project may include up to ten (10) percent of total collection stops in the Town.

2.26 CORRECTION OF DEFECTS

Level of Service

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

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

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

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

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

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

2.27 SAFETY

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

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

The Contractor is responsible to maintain all of its machinery and other equipment in good and safe repair. Any equipment deemed to be unsafe shall be removed from the Project immediately at the Contractor's expense until such time as it is repaired and deemed safe.

again. It is the Contractor's responsibility to find a suitable replacement for any equipment removed for safety reasons.

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

Prior to final acceptance of the bid, the 'Preferred Bidders' shall provide the Town with a copy of their Health and Safety Policy. Once awarded the Contractor's Health and Safety Policy shall be adhered to by the Contractor's employees at all times. Failure to do so may result in immediate termination of the Contract.

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

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

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

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

2.28 TERMS OF PAYMENT

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

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

2.29 LIQUIDATED DAMAGES

The Municipality will assess liquidated damages for instances of non-performance. As indicated in the Liquidated Damages Table, the Contractor shall pay the Municipality the indicated amount per infraction. For each infraction thereafter, the Contractor will pay the Municipality the sum(s) indicated in the Table as per the number of incidents indicated. At the discretion of the Director, the Town may accept up to two (2) incidents per month

without assessing liquidated damages. The sum or sums are hereby agreed upon and fixed as reasonable measures of the Municipality's costs and determined by the parties hereto as the liquidated damages that the Municipality will suffer by reason of said delay, non-performance, or default, and not as a penalty. The Municipality may deduct and retain the amounts of such liquidated damages out of the monies which may be due or become due to the Contractor under the Contract.

Liquidated Damages Table

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

2.30 CONTRACT TERMINATION

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

assigns or sublets the Contract without the prior written consent of the Town; or refuses to correct deficient work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the Contract.

- b) Any termination of the Contract by the Town, as aforesaid, shall be without prejudice to any other rights or remedies the Town may have.
- c) If the Town terminates the Contract under clause (a) (ii), (iii), (iv), (v) or (vi) above, it is entitled to:
 - i) Take possession immediately of all the work and materials in progress and finish the work by whatever means the Town may deem appropriate under the circumstances;
 - ii) Withhold any further payments to the Contractor until the completion of the work and the expiry of all obligations under the 'Correction of Defects ' clause in this document;
 - iii) Recover from the Contractor, any loss, damage and expense incurred by the Town by reason of the Contractor's default which may be deducted from any monies due, or becoming due, to the Contractor.
- d) No condoning, excusing or overlooking by the Town of any default or breach by the Contractor at any time or times in respect of any covenant or condition herein shall operate as a waiver of the Town's rights hereunder in respect of any continuing or subsequent default or breach, or so as to defeat or affect in any way the rights of the Town in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Town save only express waiver in writing.

2.31 DISPUTE RESOLUTION

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

- a) Within fourteen (14) calendar days of the final informal attempt to resolve the dispute, the respective authorized representative shall provide a 'Notice of Dispute' to the other representative in writing.
- b) The dispute shall be referred by the Parties to non-binding mediation whereby the fees and expenses of the mediator will be divided equally (i.e. 50/50) between the Town and the Contractor. The mediator will be appointed jointly by the Parties.
- c) If the Parties are unable to resolve the dispute within a period of thirty (30) days of the first mediation session, the dispute shall be resolved through binding arbitration in

accordance with the Arbitration Act, 1991, S.O. 1991, c.17, as amended from time to time. The arbitration shall be conducted by a single arbitrator appointed jointly by the Parties. In the event that the Parties cannot agree on a single arbitrator, the arbitration shall be conducted by an arbitral tribunal. Each party will appoint one member. The arbitrator, or arbitral tribunal, as the case may be, will apportion the costs of the arbitration to the Parties.

2.32 FUEL SURCHARGE

“The Contractor shall indicate, on Tables #3, #6, #9, #12, and #15 in section 4.2 (SCHEDULE OF PRICES) the quantity of diesel fuel that will be consumed each month in the performance of each of the five contracts.

The Contractor’s monthly payments commencing June 1, 2013 will be adjusted to allow for one half of any difference greater than \$0.10 per liter in fuel between November 27, 2012 and June 1, 2013, as indicated on the Ontario pump price of fuel (Ottawa) as posted on the Ministry of Energy and Infrastructure’s web site*

Similarly, on July 1, 2013 and on the first of every subsequent month throughout the remainder of this contract, this fuel surcharge will be recalculated and implemented (based on one half of any positive or negative difference greater than \$0.10 per liter in the price of fuel in the previous one-month period as indicated on the Ontario pump price of fuel (Ottawa) as posted on the Ministry of Energy and Infrastructure’s web site*)

* <http://www.energy.gov.on.ca/en/fuel-prices/fuel-price-data/?fuel=dsl&yr=2012>

An example of the fuel surcharge can be viewed in Part E. (Page 77)

3. PART 'C' – SPECIFICATIONS

3.1 THE WORK

The MWG is seeking proposals from qualified Contractors to provide the services of:

- i) curbside recyclable collection from within MWG's five member Towns;
- ii) recyclable material collection at the MWG recyclable depot sites;
- iii) processing of all collected recyclable materials;
- iv) marketing of all processed recyclable materials; and
- v) reporting on all work in accordance with this RFP

3.1.1 COLLECTION

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

The service of curbside recycling collection is to be available to every stop once per week period (52 times per year).

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

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

3.1.2 PROCESSING

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

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

The Contractor shall ensure all vehicles delivering Recyclable Materials are weighed upon entry to the Material Recovery Facility. Should the weigh scale be out of order, the Contractor shall make alternate arrangements to record weights that are satisfactory to the Town. The town shall be notified immediately of any scale malfunctions.

The following weighing record information will be recorded by the Contractor and reported to the Town in a format approved by MWG or the respective Town.

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

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

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

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

3.2 SCHEDULE

The Contractor shall not commence collection prior to 7:00 a.m.

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

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

3.3 COLLECTION, PROCESSING AND MARKETING

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

The Contractor is only responsible for collecting recyclable materials that are part of MWG's program ' as outlined below plus any other approved items from a possible future 'expanded program '.

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

i) Containers:

Group	Examples
Glass Bottles and Jars	Clean, clear or coloured food & beverage bottles and jars
Plastics 1, 2, 3, 4, 5, 6 & 7 (No Styrofoam, oil containers or chemical containers)	Food & Beverage Bottles, tubs and jugs Also to be included are tetra packs and gable top containers such as juice boxes and milk containers
Aluminum and Tin Cans	All food and beverage cans & Lids, clean aluminum foil containers

ii) Fiber or Paper, including:

Group	Examples
Newspapers	Newspapers and all flyers
Mixed Papers	items that are 100% Paper, magazines, telephone books, junk mail, cards bags etc.
Boxboard	cereal boxes, shoe boxes, paper towel centres, paper egg cartons
Corrugated Cardboard	clean, corrugated, non-waxed boxes (bundled no larger than 60cm x 60cm x 30cm)

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

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

3.4 RESIDUAL AUDIT PROCEDURE

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

- a) The Contractor shall ensure that the required recovery rates, which are the benchmarks for operation of the MRF, are met on a monthly basis. Once during any given operating month Town staff may, at their sole discretion, conduct detailed composition analyses on the Residue stream. The Contractor will be

required to participate in the analyses. The procedure to be used shall be as follows:

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

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

3.5 REPORTING

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

Program reports shall include:

- i) Monthly materials collected :
 - Collection summary by weight of each collection vehicle by material type (fibre and containers).
 - Weigh scale receipts must be maintained and made available in a format and manner as requested

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

All reporting shall be done in metric units as applicable.

3.6 CONDUCT

- a) All work under this Contract is to be performed promptly, neatly, carefully, thoroughly and efficiently.
- b) The Contractor must understand and acknowledge that it is working in a public environment and potentially in the presence of children. At no time, shall the driver or collectors use profane, foul, vulgar, obscene or inappropriate language or actions while performing Service under this Contract. The appearance of the driver and vehicle, and the manner in which the vehicle is operated, and how the driver interacts with the public, is a direct reflection on the image of the Town, and as such, employees should always project a professional image. The Contractor will remove any employee contravening this Section, or soliciting any gratuity for Services done under this Contract, from the job.
- c) The Contractor shall conduct itself as if it is a Town representative while performing Services under this Contract.
- d) The Contractor shall handle all recycling containers or other receptacles with due care and after removing their contents, shall place (not throw) them at the point from which they were taken.
- e) The Contractor shall ensure drivers possess a valid Ontario driver's license to operate the collection equipment.

- f) The Contractor shall ensure that the drivers wear appropriate safety equipment including, but not limited to, CSA approved steel-toed boots/shoes, safety vest/jacket/coveralls/t-shirt with reflective striping, gloves, and safety glasses during collection activities. Hard hats must also be made available to the employees for emptying carts and unloading vehicles at designated facilities.
- g) The Contractor shall provide a full training program to the satisfaction of the Town Representative to ensure that its drivers and collectors are familiar with operations, safety procedures, the Contractor's Health and Safety policy, all traffic laws including by-laws, and complaint procedures.

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

3.7 EQUIPMENT

- a) For the duration of the Contract, equipment shall be maintained in excellent working order and repair and remain capable of meeting all Contract requirements and obligations. All vehicles used in accordance with this Contract by the Contractor must meet Ministry of Labour and/or Ministry of Transportation safety standards, specifically the Ontario Safety Standards Certificate (SCC).
- b) All equipment shall be maintained in a presentable condition. Equipment is to be washed at least weekly. The Contractor will be responsible for maintenance, repairs, and all operating costs of the equipment supplied, including fuel, licensing, insurance, washing and storage. The Contractor shall produce certificates of inspection by authorized Inspectors of the Ministry of Transportation for all used vehicles (*if applicable*) at the start of the Contract and throughout the Contract upon being requested to do so, the inspection being made forthwith upon request by the Town Representative. All expenses incurred to perform these inspections and/or meet the requirements of these inspections, shall be borne by the Contractor.
- c) Any change in the equipment listed in the 'Form of Tender' must be approved by the Town.
- d) The collection vehicles shall be equipped for the Term of the Contract with a communication radio system or cellular phone in good working order with the ability to communicate with the Contractors 'base office'.
- e) The same piece of equipment is not to be used for recycling collection and garbage collection.
- f) The Contractor shall be fully responsible for determining the appropriate quantity and types of vehicles required to perform one hundred per cent (100%) of the day's collection within the time period prescribed by the collection schedule. The Contractor

shall supply the necessary amount of equipment and staff to collect, transport, and deliver for processing of Recyclable Materials placed out for curb side collection in accordance with this RFP.

- g) The Contractor will be required to supply additional Equipment, if necessary, to adequately collect any increased tonnages that may result from seasonal fluctuations, added Recyclable Materials, additional Residential Households, Multi-Unit Dwellings, Apartment Buildings, Industrial/Commercial/institutional, Small Commercial Establishments within the Town and on un-assumed Roads that are situated on routes currently serviced by the Town.
- h) The Contractor shall not cause or permit vehicles to be loaded beyond the legal limit as specified in the Highway Traffic Act, whether such vehicles are registered in the name of the Contractor or otherwise. The Contractor will be responsible for the consequences of the overload of its vehicles.

3.8 SPILLS

- a) The Contractor shall clean up any material that falls to the ground or is spilled as it is being placed in the collection vehicle. This includes any broken glass, paper or liquid.
- b) The collection vehicles are to be properly constructed and maintained to eliminate the depositing of waste or liquids onto the streets during the performance of the Work, and in the case of co-collection vehicles, avoid mixing wastes and the Recyclable Materials. Recyclable Material collection vehicles must have a sufficient number of dividers to separate (if applicable) materials during collection and unloading. It is the Contractors responsibility to immediately clean up, to the Town's satisfaction, any debris or liquid that is discharged from the vehicle. This includes, but is not limited to, gasoline, oil, hydraulic oil or transmission fluid. Each vehicle shall carry hand tools (brush and shovels) to facilitate the sweeping up of any waste which may be spilled.
- c) Each vehicle shall carry safety equipment including, but not limited to, a spill kit, fire extinguisher, first aid kit, and flares. The Contractor spill kit shall include absorbent material at all times to be applied immediately in the event of a liquid spill. The Contractor shall clean up all absorbent material that has been applied to a spill and ensure no residues remain. Liquid spills may also require that the street and any other affected area or property be washed, flushed or otherwise restored to the satisfaction of the Town. Spills of certain materials such as hydraulic oils may be tracked significant distances and onto private property. If this occurs, the Contractor shall pay to remove the stains, or otherwise remedy the affected area, on all public and private property if required by the Town.
- d) In the event of a liquid spill, the Contractor shall make every effort to minimize the affected area and to contain the spill.

- e) In the event of a liquid spill, the Contractor is responsible for notifying the Ontario Ministry of Environment's Spills Action Centre (MOE SAC) and the Town immediately. If the Contractor fails to do so, the Town will report the spill to MOE SAC as an infraction.

3.9 CUSTOMER SERVICE

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

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

3.10 CONTRACT MANAGEMENT & COMMUNICATION

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

The Town reserves the right to inspect inside collection vehicles.

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

3.11 RESTRICTIONS AND LIMITATIONS

- a) If the Contractor cannot collect from a stop because it encounters an impassable obstruction, the Contractor must return at least once to the obstructed area prior to the end of the collection day and attempt to make the collection. If it still cannot make the collection, the Contractor shall return at least once on the next collection day and attempt to make the collection. If it still cannot make the collection, the Contractor shall report the incident to the Town prior to the end of the collection day.
- b) Weather Conditions: If the Contractor cannot collect recyclables on any day because of weather conditions, the Contractor shall notify the Director immediately, so that this information may be passed along to the public, and this material shall then be collected at the earliest opportunity by the Contractor, but not later than the following Saturday or otherwise if approved by the Director.
- c) Road Construction: The Contractor shall make reasonable efforts to traverse roads under construction in order to provide collection service, but if the Contractor deems the road impassable, alternative methods for collection will be negotiated by the Contractor and the Town Representative.
- d) If construction will be taking place on any Town road within the Town, the Contractor will be notified by the Town of the dates that such construction will be taking place, as well as the nature of construction work being done, when the Town is aware of them. By notifying the Contractor in advance of construction projects, the Town and the Contractor will jointly make arrangements for implementing alternative collection methods for the residents of those roads under construction that are deemed impassable.
- e) Should the Contractor deem that any road or road allowance is impassable, the Contractor shall notify the Director immediately, so that the public may be informed by the Town and alternatives devised jointly by the Town and the Contractor.
- f) Strikes & Lockouts: In the event of a strike or lockout, the Contractor is responsible to maintain all curbside collection and unloading services, to whatever reasonable degree possible, and if necessary in co-operation with the Town as specified in General Condition "Force Majeure Clause".

3.12 COLLECTION CONTAINERS AND HANDLING

a) Collection Containers

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

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

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

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

b) Location of Recyclables for Curbside Collection

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

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

c) Container Handling

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

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

d) Unacceptable Materials for Collection

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

e) Refusal Notice Stickers

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

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

4. Part 'D' - FORM OF TENDER

4.1 PROPONENT INFORMATION

RFP Closing: Tuesday, Nov. 27, 2012 at 11:00:00 a.m. local time

Closing location Town of Carleton Place,
175 Bridge St.
Carleton Place, Ontario K7C 2V8
Attention: Director-Public Works

Proponent (Firm Name):

Contact name and title

Address

Phone Number:

Fax Number:

e-mail

Web site

4.2 SCHEDULE OF PRICES

4.2.1 CARLETON PLACE CONTRACT PRICING

4.2.1.1 Recycling Collection, Processing and Marketing Services with no revenue Share

Proponents are to provide the first year prices to perform the Recycling Services in accordance with the Terms and Conditions outlined in this Contract. As per this document, subsequent years will be adjusted based on CPI and pricing allowances are made for fuel surcharges. This pricing contemplates each of the five MWG Towns receiving 100% of its fair share of the revenues from the sale of MWG's recyclable material.

Table 1: Mandatory curbside collection, processing and marketing services

						7 Year Term (Year one price)	
Item #	Item Description	Unit	Estimated Quantity	# Weeks /Year	Times/ Week	Price/Unit/ Week	Annual Amount
A	B	C	D	E	F	G	H = D x E x F x G
1.	Recyclable Material Collection						
a)	Residential	stops	4195	52	1		
b)	ICI	stops	349	52	1		
2.	Recyclable Material Processing	Total stops	4544	52	1		
SUBTOTAL:							
13% HST (if applicable):							
TOTAL ANNUAL COST(TAC) :							

Table 2: Mandatory depot collection, processing and marketing services

The Town requires the Proponent to provide collection containers and associated processing and marketing services for recyclables received at various locations in the five MWG Towns. The individual Towns will staff and monitor the collection of recyclables from residents requiring an alternative recycling outlet to their curbside service. Proponents must complete at least two container collection options and provide the respective description below under Depot Details. The quantities of recyclables to be managed are not known. The Municipality may choose one or more methods of collection for implementation of this service.

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

Depot Details: Proponents must provide information on how a depot will be set up. Ensure that the description provides enough information on how the recyclables should be received and managed. The Depot is not to be used as a transfer operation for curbside recyclables. Carleton Place has (2) OCC depots located in Carleton Place at:

- 97 Franklin Street
- 128 Patterson Cresc. (May through October only)

Table 3: Provisional Items

						7Year Term (Year one price)	
Item #	Item Description	Unit	Estimated Quantity	# Weeks /Year	Times/ Week	Price/Unit / annum	Annual Amount
A	B	C	D	E	F	G	H = D x E x F x G
	Description						
4.	Price Adjustments						
a)	Annual savings (excluding HST) If proposed alternate schedule is accepted.	LS	1				

Subtotal: Annual Cost (from Table 1)(excluding HST)

\$ _____

**Volume Discount: in Canadian dollars for the Town of Carleton Place if
The Contractor is awarded all the five contracts for MWG Towns:**

Annual Discount for servicing all (5) five Towns (excluding HST)

\$ _____

Diesel fuel consumed per average month to fulfill this contract

_____Liters

(Note: If an alternate fuel is proposed the Proponent will describe the fuel,
how it is measured, how many units of fuel will be used per month and
how pricing is established and monitored)

4.2.2 MISSISSIPPI MILLS CONTRACT PRICING

4.2.2.1 Recycling Collection, Processing and Marketing Services with no revenue Share

Proponents are to provide the first year prices to perform the Recycling Services in accordance with the Terms and Conditions outlined in this Contract. As per this document, subsequent years will be adjusted based on CPI and pricing allowances are made for fuel surcharges. This pricing contemplates each of the five MWG Towns receiving 100% of its fair share of the revenues derived from the sale of MWG's recyclable materials.

Table 4: Mandatory curbside collection, processing and marketing services

Item #	Item Description	Unit	Estimated Quantity	# Weeks /Year	Times/ Week	7 Year Term (Year one price)	
						Price/Unit/ Week	Annual Amount
A	B	C	D	E	F	G	H = D x E x F x G
1	Recyclable Material Collection						
a)	Residential	stops	5144	52	1		
b)	ICI	stops	213	52	1		
2	Recyclable Material Processing	Total stops	5357	52	1		
SUBTOTAL:							
13% HST (if applicable):							
TOTAL ANNUAL COST(TAC) :							

Table 5: Mandatory depot collection, processing and marketing services

The Town requires the Proponent to provide collection containers and associated processing and marketing services for recyclables received at various locations in the five MWG Towns. The individual Towns will staff and monitor the collection of recyclables from residents requiring an alternative recycling outlet to their curbside service. Proponents must complete at least two container collection options and provide the respective description below under Depot Details. The quantities of recyclables to be managed are not known. The Municipality may choose one or more methods of collection for implementation of this service.

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

Depot Details: Proponents must provide information on how a depot will be set up. Ensure that the description provides enough information on how the recyclables should be received and managed. The Depot is not to be used as a transfer operation for curbside recyclables. Mississippi Mills has (3) three OCC depots:

- 1470 Howie Road, Ottawa
- 3131 Old Perth Road, Almont
- 580 Barr Side Road, Pakenham

Table 6: Provisional Items

		7Year Term (Year one price)					
Item #	Item Description	Unit	Estimated Quantity	# Weeks /Year	Times/ Week	Price/Unit / annum	Annual Amount
A	B	C	D	E	F	G	H = D x E x F x G
	Description						
4.	Price Adjustments						
a)	Annual savings (excluding HST) If proposed alternate schedule is accepted.	LS	1				

Subtotal: Annual Cost (from Table 1)(excluding HST)

\$ _____

**Volume Discount: in Canadian dollars for the Town of Mississippi Mills if
The Contractor is awarded all the five contracts for MWG Towns:**

Annual Discount for servicing all (5) five Towns (excluding HST)

\$ _____

Diesel fuel consumed per average month to fulfill this contract:

_____Liters

(Note: If an alternate fuel is proposed the Proponent will describe the fuel,
how it is measured, how many units of fuel will be used per month and
how pricing is established and monitored)

4.2.3 BECKWITH CONTRACT PRICING

4.2.3.1 Recycling Collection, Processing and Marketing Services with no revenue Share

Proponents are to provide the first year prices to perform the Recycling Services in accordance with the Terms and Conditions outlined in this Contract. As per this document, subsequent years will be adjusted based on CPI and pricing allowances are made for fuel surcharges. This pricing contemplates each of the five MWG Towns receiving 100% of its fair share of the revenues derived from the sale of MWG's recyclable materials.

Table 7: Mandatory curbside collection, processing and marketing services

Item #	Item Description	Unit	Estimate d Quantity	# Weeks /Year	Times/ Week	7 Year Term (Year one price)	
						Price/Unit/ Week	Annual Amount
A	B	C	D	E	F	G	H = D x E x F x G
1.	Recyclable Material Collection						
a)	Residential	stops	2846	52	1		
b)	ICI	stops					
2.	Recyclable Material Processing	Total stops	2846	52	1		
SUBTOTAL:							
13% HST (if applicable):							
TOTAL ANNUAL COST(TAC) :							

Table 8: Mandatory depot collection, processing and marketing services

The Town requires the Proponent to provide collection containers and associated processing and marketing services for recyclables received at various locations in the five MWG Towns. The individual Towns will staff and monitor the collection of recyclables from residents requiring an alternative recycling outlet to their curbside service. Proponents must complete at least two container collection options and provide the respective description below under Depot Details. The quantities of recyclables to be managed are not known. The Municipality may choose one or more methods of collection for implementation of this service.

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

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

- To be determined

Table 9: Provisional Items

Item #	Item Description	Unit	Estimated Quantity	# Weeks /Year	Times/ Week	7Year Term (Year one price)	
						Price/Unit / annum	Annual Amount
A	B	C	D	E	F	G	H = D x E x F x G
	Description						
4.	Price Adjustments						
a)	Annual savings (excluding HST) If proposed alternate schedule is accepted.	LS	1				

Subtotal: Annual Cost (from Table 1)(excluding HST)

\$ _____

Volume Discount: in Canadian dollars for the Township of Beckwith if the Contractor is awarded all the five contracts for MWG Towns:

Annual Discount for servicing all (5) five Towns (excluding HST)

\$ _____

Diesel fuel consumed per average month to fulfill this contract

_____Liters

(Note: If an alternate fuel is proposed the Proponent will describe the fuel, how it is measured, how many units of fuel will be used per month and how pricing is established and monitored

4.2.4 MONTAGUE CONTRACT PRICING

4.2.4.1 Recycling Collection, Processing and Marketing Services with no revenue Share

Proponents are to provide the first year prices to perform the Recycling Services in accordance with the Terms and Conditions outlined in this Contract. As per this document, subsequent years will be adjusted based on CPI and pricing allowances are made for fuel surcharges. This pricing contemplates each of the five MWG Towns receiving 100% of its fair share of the revenues derived from the sale of MWG's recyclable materials.

Table 10: Mandatory curbside collection, processing and marketing services

Item #	Item Description	Unit	Estimated Quantity	# Weeks /Year	Times/ Week	7 Year Term (Year one price)	
						Price/Unit/ Week	Annual Amount
A	B	C	D	E	F	G	H = D x E x F x G
1.	Recyclable Material Collection						
a)	Residential	stops	1440	52	1		
b)	ICI	stops		52	1		
2.	Recyclable Material Processing	Total stops	1440	52	1		
SUBTOTAL:							
13% HST (if applicable):							
TOTAL ANNUAL COST(TAC) :							

Table 11: Mandatory depot collection, processing and marketing services

The Town requires the Proponent to provide collection containers and associated processing and marketing services for recyclables received at various locations in the five MWG Towns. The individual Towns will staff and monitor the collection of recyclables from residents requiring an alternative recycling outlet to their curbside service. Proponents must complete at least two container collection options and provide the respective description below under Depot Details. The quantities of recyclables to be managed are not known. The Municipality may choose one or more methods of collection for implementation of this service.

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

Depot Details: Proponents must provide information on how a depot will be set up. Ensure that the description provides enough information on how the recyclables should be received and managed. The Depot is not to be used as a transfer operation for curbside recyclables. Montague has no OCC.

Table 12: Provisional Items

Item #	Item Description	Unit	Estimated Quantity	# Weeks /Year	Times/ Week	7Year Term (Year one price)	
						Price/Unit / annum	Annual Amount
A	B	C	D	E	F	G	H = D x E x F x G
	Description						
4.	Price Adjustments						
a)	Annual savings (excluding HST) If proposed alternate schedule is accepted.	LS	1				

Subtotal: Annual Cost (from Table 1)(excluding HST)

\$ _____

Volume Discount: in Canadian dollars for the Township of Montague if the Contractor is awarded all the five contracts for MWG Towns:

Annual Discount for servicing all (5) five Towns (excluding HST)

\$ _____

Diesel fuel consumed per average month to fulfill this contract

(Note: If an alternate fuel is proposed the Proponent will describe the fuel, how it is measured, how many units of fuel will be used per month and how pricing is established and monitored)

_____Liters

4.2.5 DRUMMOND/NORTH ELMSLEY CONTRACT PRICING

4.2.5.1 Recycling Collection, Processing and Marketing Services with no revenue Share

Proponents are to provide the first year prices to perform the Recycling Services in accordance with the Terms and Conditions outlined in this Contract. As per this document, subsequent years will be adjusted based on CPI and pricing allowances are made for fuel surcharges. This pricing contemplates each of the five MWG Towns receiving 100% of its fair share of the revenues derived from the sale of MWG's recyclable materials.

Table 13: Mandatory curbside collection, processing and marketing services

Item #	Item Description	Unit	Estimated Quantity	# Weeks /Year	Times/ Week	7 Year Term (Year one price)	
						Price/Unit/ Week	Annual Amount
A	B	C	D	E	F	G	H = D x E x F x G
1.	Recyclable Material Collection						
a)	Residential	stops	3557	52	1		
b)	ICI	stops	6	52	1		
2.	Recyclable Material Processing	Total stops	3563	52	1		
SUBTOTAL:							
13% HST (if applicable):							
TOTAL ANNUAL COST(TAC) :							

Table 14: Mandatory depot collection, processing and marketing services

The Town requires the Proponent to provide collection containers and associated processing and marketing services for recyclables received at various locations in the five MWG Towns. The individual Towns will staff and monitor the collection of recyclables from residents requiring an alternative recycling outlet to their curbside service. Proponents must complete at least two container collection options and provide the respective description below under Depot Details. The quantities of recyclables to be managed are not known. The Municipality may choose one or more methods of collection for implementation of this service.

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

Depot Details: Proponents must provide information on how a depot will be set up. Ensure that the description provides enough information on how the recyclables should be received and managed. The Depot is not to be used as a transfer operation for curbside recyclables. Drummond/North Elmsley has (1) one OCC depots & it's located at:

- 745 Code Road, Perth On.

Table 15: Provisional Items

						7Year Term (Year one price)	
Item #	Item Description	Unit	Estimated Quantity	# Weeks /Year	Times/ Week	Price/Unit / annum	Annual Amount
A	B	C	D	E	F	G	H = D x E x F x G
	Description						
4.	Price Adjustments						
a)	Annual savings (excluding HST) If proposed alternate schedule is accepted.	LS	1				

Subtotal Annual Cost (from Table 1)(excluding HST) \$ _____

Volume Discount: in Canadian dollars for the Town of Drummond/North Elmsley if the Contractor is awarded all the five contracts for MWG Towns:

Annual Discount for servicing all (5) five Towns (excluding HST) \$ _____

Diesel fuel consumed per average month to fulfill this contract _____Liters

(Note: If an alternate fuel is proposed the Proponent will describe the fuel, how it is measured, how many units of fuel will be used per month and how pricing is established and monitored)

4.3 BID DECLARATION

In submitting a bid, the Proponent declares that:

- a) It agrees to perform the Services specified in this tender for the prices quoted in the Schedule of Prices enclosed herein.
- b) No person, firm or corporation, other than the Proponent, has any interest in this bid or in the contract proposed to be entered into.
- c) This bid is made without any connection, knowledge, comparison of figures or arrangement with any other person or persons bidding for the same work, and is in all respects, fair and without collusion or fraud.
- d) The information provided in this bid submission is accurate and correct.
- e) The Proponent has carefully examined and fully understands the locality and site of the proposed Works, as well as all applicable plans, drawings, profiles, Form of Tender, Information to Bidders, Specifications, Standard Terms and Conditions and Agreement relating thereto and hereby accepts the same as part and parcel of this contract, and do as hereby tender and offer to enter into a Contract to do all the Work, described or implied therein, and to accept in full payment therefore, in accordance with the Schedule of Prices hereto annexed.
- f) If the Proponent withdraws this bid after Bid Closing and before the Town(s) has considered all the bids and awarded a contract, the bid deposit on this bid shall be forfeited to the applicable Town(s).
- g) If this bid is accepted, the Proponent agrees to furnish an approved Surety(ies) for the proper fulfillment of the Contract, and to execute the agreement within seven (7) days after the passing of a by-law by Town Council(s) authorizing execution of the Contract. In the event of default or failure on the Proponent's part to do so, the Proponent agrees that the Town shall be at liberty to retain the money deposited by the Proponent for the use of the Town(s), and to accept the next lowest, highest ranked, or any, bid, or to advertise for new bids, or to carry out the works in any other way it may deem best. The Proponent also agrees to pay to the Town(s) the difference between this bid and any greater sum which the Town may expend or incur by reason of such default or failure, including the cost of advertisement for new bids.
- h) If awarded this Contract the Proponent agrees to commence the work on June 1, 2013.

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

DATED AT _____ **THIS** _____ **DAY OF** _____, 2012.

SIGNING OFFICER: _____
Name (Please print)

Signature

Position

Corporate Seal or
signature of witness
ADDENDA

Name of Firm

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

Company: _____

Name (Print): _____

Title: _____

Signature: _____

4.4 COMPANY PROFILE

Provide the following details on a separate sheet of paper:

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

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

4.5 EXPERIENCE

Provide the following details on a separate sheet of paper:

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

4.6 REFERENCES

Provide the following details in the space provided:

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

a) Reference #1:

Company/Municipality Name:

Contact Name and Title:

Contact Phone Number:

Term of Contract:

Nature of Contract (waste/recyclables/both):

Number of Households:

b) Reference #2:

Company/Municipality Name:

Contact Name and Title:

Contact Phone Number:

Term of Contract:

Nature of Contract (waste/recyclables /both):

Number of Households:

c) Reference #3

Company/Municipality Name:

Contact Name and Title:

Contact Phone Number:

Term of Contract:

Nature of Contract (waste/recyclables /both):

Number of Households:

4.7 CERTIFICATES OF APPROVAL

Provide the following details on a separate sheet of paper:

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

4.8 EQUIPMENT

Provide the following details in the table and space provided:

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

Complete using the table below:

2. number of vehicles required to carry out the work, as described in the RFP;
3. age of all vehicles (*if applicable*) and equipment to carry out each of the services identified in the RFP;
4. type of vehicles and equipment that would be used to carry out the work;
5. compartment capacity of collection vehicles;
6. compaction ratio by waste stream (if applicable);
7. proposed number of spare vehicles;
8. indication of whether or not fleet will be dedicated to MWG and;
9. any other equipment necessary to carry out the proposed work;

Complete using space below:

10. fleet maintenance plan

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

Equipment

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

4.9 GARAGE AND MAINTENANCE FACILITIES

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

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

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

4.10 PROCESSING FACILITIES

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

Recyclable Material List

i) Containers:

Group	Examples
Glass Bottles and Jars	Clean, clear or coloured food & beverage bottles and jars
Plastics 1, 2, 3, 4, 5, 6 & 7 (No Styrofoam, oil containers or chemical containers)	Food & Beverage Bottles, tubs and jugs Also to be included are tetra packs and gable top containers such as juice boxes and milk containers
Aluminum and Tin Cans	All food and beverage cans & Lids, clean aluminum foil containers

ii) Fiber or Paper, including:

Group	Examples
Newspapers	Newspapers and all flyers
Mixed Papers	items that are 100% Paper, magazines, telephone books, junk mail, cards bags etc.
Boxboard	cereal boxes, shoe boxes, paper towel centres, paper egg cartons
Corrugated Cardboard	clean, corrugated, non-waxed boxes (bundled no larger than 60cm x 60cm x 30cm) (2' X 2' X 1')

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

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

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

4.11 RESIDUAL DISPOSAL

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

Type	Location (Address)

4.12 BASE OFFICE

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

Location/Address	Phone Number	Fax Number

4.13 SUB-CONTRACTORS

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

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

Sub-Contractor Name	Address	Phone Number	Function/Work Component

Proponent Responsibilities:

4.14 PROPOSED COLLECTION SCHEDULE

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

4.15 COMMUNICATION PLAN

Provide the following details in the space provided:

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

4.16 TRANSITION/START UP PLAN

Provide the following details in the space provided:

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

4.17 QUALITY CONTROL / QUALITY ASSURANCE PLAN

Provide the following details in the space provided:

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

4.18 COMPLAINTS MANAGEMENT

Provide the following details in the space provided:

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

4.19 COMMERCIAL VEHICLE OPERATOR'S REGISTRATION

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

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

5. Part 'E' – ATTACHMENTS

5.1 SAMPLE CPI ADJUSTMENT CALCULATION

- Assume the Ontario CPI increases by 2.1% over the 12 month period between May 31, 2013 and June 1, 2014.
- Then the unit prices (and lump sum prices, if applicable) paid to the contractor will increase by 2.1% starting June 1, 2014 (for work completed after June 1, 2014)
- These adjusted prices will be in effect until May 31, 2015.

<http://www.statcan.gc.ca/daily-quotidien/120720/t120720a002-eng.htm>

5.2 FUEL SURCHARGE FORMULA CALCULATION EXAMPLE

- Assume the price of diesel fuel was listed on the government website as \$1.20 per liter on July 1, 2013
- Assume the price of diesel fuel was listed on the government website as \$1.40 per liter on August 1, 2013
- Therefore, the price change in one month is + \$0.20 per liter
- Assume the Contractor has indicated that the number of liters of fuel used per average month to service Municipality "A" would be 1000

Because the price change is greater than \$0.10 per liter a fuel surcharge adjustment will be made to the contractor's next monthly payment. The increase would be $(\$1.40 - \$1.20 = + 0.20 / 2 = + \$0.10 \text{ per liter} \times 1000 \text{ liters} = + \100 per month

5.3 AGREEMENT TO BOND SAMPLE FORM

AGREEMENT TO BOND

TO: The Corporation of the Town(ship) of _____
Address

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

(Full name of Proponent)

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

DATED this _____ day of _____, 20____.

Name of Bonding Company

Signature of Authorized Person
Signing for Bidder or Company
Seal

Address of Bonding Company

Position

Telephone Number

5.4 CONTRACTOR SAFETY PRACTICES ACKNOWLEDGMENT- ISF-024

Contractor Safety Practices Acknowledgment	ISF-024 Carleton Place
Approved By: CAO	Review/Revision Date: January 2012
Areas Involved: All locations	Completion of Project:

Contract Number: _____

Scope of Work: _____

Contractor Contact:

Name: _____

Phone: _____

Address: _____

E-mail: _____

Number of Employees: _____

Contractor's WSIB #: _____

(Updated Certificate to be provided every 60 days)

Contractor's Health and Safety Policy Attached ____ Provided Electronically ____ ☐ N/A ____ ☐

The Contractor hereby commits to ensuring that all work shall be completed in a safe manner conforming to all applicable legislation, including Bill 168 Violence & Harassment in the Workplace and our firm's Health and Safety Policy. All workers provided by the Contractor will be qualified to perform the work, will be properly trained for the tasks they are assigned, will be aware of potential hazards, and will wear appropriate personal protective equipment as may be required.

Furthermore, any accident or workplace injury which occurs while working for the municipality shall be immediately reported to the Town.

Upon request, the Contractor will provide documentation confirming compliance with the Health and Safety Policy, that workers are properly trained, and that qualified workers are performing the work.

Signature

Date

To be completed by Municipal Staff

I, _____, have reviewed documents submitted by this Contractor
(Name of Employee)
and confirm that they have appropriate Health and Safety policies related to the scope of work.

5.5 FORM D7a – ACCESSIBLE CUSTOMER SERVICE

(NOTE: this Town of Carleton Place policy applies to all MWG Towns)

ACCESSIBLE CUSTOMER SERVICE CONTRACTOR COMPLIANCE FORM

_____ hereby agrees to ensure that all employees, agents and
(Name of Contractor)
subcontractors will provide Accessible Customer Service consistent with the following
principles

whenever interacting with any of the Town's staff, customers or the public:

- Goods or services will be provided in a manner that respects the dignity and independence of persons with disabilities.
- The provision of goods or services to a person with disabilities and other will be integrated unless an alternate measure is necessary, whether temporarily or on a permanent basis, to enable a person with a disability to obtain, use or benefit from the good or service.
- Persons with disabilities must be given an opportunity equal to that given to others to obtain, use and benefit from the goods or services;
- Persons with disabilities may use assistive devices and/or support persons in the access of goods and services.
- All employees, when communicating with a person with a disability, shall do so in a manner that takes into account the person's disability.

Authorized Representative of Contractor

Date

Training on providing Accessible Customer Service is available at

<http://www.mcass.gov.on.ca/mcass/serve-ability/splash.html>

and at Carleton Place specific

<http://carletonplace.ca/accessibilitytrainingp692.php>

Additional Inquiries contact drogers@carletonplace.ca

Contractors are required to sign and submit an Accessible Customer Service Contractor Compliance Form prior to awarding of the Contract.

6. PART 'F' – FORM OF AGREEMENT

6.1 TOWN OF CARLETON PLACE

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

Between The Corporation of the Town of Carleton Place
 (Hereinafter called the 'Town ')

party of the first part

And

(Hereinafter called the 'Contractor ')

party of the second part

Now witness,

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

- 1) The following documents, together with this Form of Agreement, constitute the Contract:
 - a) Part 'A' – Information to Proponents
 - b) Part 'B' – Standard Terms & Conditions
 - c) Part 'C' – Specifications
 - d) Part 'D' – Form of Tender (Completed Bid Submission)
 - e) Part 'E' – Schedule of Attachments
 - f) All addenda issued prior to Proposal Closing
- 2) The Contractor undertakes and agrees to provide all necessary labour, equipment, materials and supervision, unless otherwise indicated, together with all work incidental thereto to perform all Work described in the Contract.
- 3) The Town undertakes and agrees to pay the Contractor in Canadian Funds the sum of _____/_____ Dollars (\$ _____) per annum for the performance of the Contract in accordance with the amount stipulated in the Form of Tender subject to satisfactory performance of the Contract and subject to additions, deductions and holdbacks as provided for in the Contract.

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

a) The Town at The Town of Carleton Place
 175 Bridge Street
 Carleton Place, Ontario
 K7C 2V8

Attn: Director

b) The Contractor at _____

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

Contractor:

Contractor Firm Name

Contractor Corporate Seal or Signature of Witness

Signature of Authorized Signing Officer

Town:

Mayor

Corporate Seal

Clerk

6.2 TOWN OF MISSISSIPPI MILLS

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

Between The Corporation of the Town of Mississippi Mills
(Hereinafter called the 'Town ')

party of the first part

And _____
(Hereinafter called the 'Contractor ')

party of the second part

Now witness,

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

- 1) The following documents, together with this Form of Agreement, constitute the Contract:
 - a) Part 'A' – Information to Proponents
 - b) Part 'B' – Standard Terms & Conditions
 - c) Part 'C' – Specifications
 - d) Part 'D' – Form of Tender (Completed Bid Submission)
 - e) Part 'E' – Schedule of Attachments
 - f) All addenda issued prior to Proposal Closing
- 2) The Contractor undertakes and agrees to provide all necessary labour, equipment, materials and supervision, unless otherwise indicated, together with all work incidental thereto to perform all Work described in the Contract.
- 3) The Town undertakes and agrees to pay the Contractor in Canadian Funds the sum of _____/_____ Dollars (\$ _____) per annum for the performance of the Contract in accordance with the amount stipulated in the Form of Tender subject to satisfactory performance of the Contract and subject to additions, deductions and holdbacks as provided for in the Contract.
- 4) The Contractor and the Town for themselves, their successors, administrators and permitted assigns undertake and agree to the full performance of their respective obligations under the Contract.

5) This Contract may not be assigned by any Party without the express written consent of the other Party.

6) If either party desires to give notice to the other party under, or in connection with, the Contract, such notice will be effectively given upon actual service or three (3) days after being sent by Registered Mail to:

a) The Town at The Town of Mississippi Mills
Box 400, 3131 Old Perth Road
Almonte, Ontario
K0A 1A0

Attn: Director

b) The Contractor at _____

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

Contractor:

Contractor Firm Name

Contractor Corporate Seal or Signature of Witness

Signature of Authorized Signing Officer

Town:

Mayor

Corporate Seal

Clerk

6.3 TOWNSHIP OF BECKWITH

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

Between The Corporation of the Township of Beckwith
(Hereinafter called the 'Town ')

party of the first part

And

(Hereinafter called the 'Contractor ')

party of the second part

Now witness,

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

- 1) The following documents, together with this Form of Agreement, constitute the Contract:
 - a. Part 'A' – Information to Proponents
 - b. Part 'B' – Standard Terms & Conditions
 - c. Part 'C' – Specifications
 - d. Part 'D' – Form of Tender (Completed Bid Submission)
 - e. Part 'E' – Schedule of Attachments
 - f. All addenda issued prior to Proposal Closing
- 2) The Contractor undertakes and agrees to provide all necessary labour, equipment, materials and supervision, unless otherwise indicated, together with all work incidental thereto to perform all Work described in the Contract.
- 3) The Town undertakes and agrees to pay the Contractor in Canadian Funds _____ the _____ sum _____ of _____ Dollars (\$ _____) per annum for the performance of the Contract in accordance with the amount stipulated in the Form of Tender subject to satisfactory performance of the Contract and subject to additions, deductions and holdbacks as provided for in the Contract.

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

a. The Town at: The Township of Beckwith
 1702 9th Line, Beckwith
 Carleton Place, Ontario
 K7C 3P2

Attn: Director

b. The Contractor at: _____

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

Contractor:

 Contractor Firm Name

 Contractor Corporate Seal or Signature of Witness

 Signature of Authorized Signing Officer

Town:

 Reeve

 Corporate Seal

 Clerk

6.4 TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

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

Between The Corporation of the Township of Drummond/North Elmsley
(Hereinafter called the 'Town ')

party of the first part

And

(Hereinafter called the 'Contractor ')

party of the second part

Now witness,

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

- 7) The following documents, together with this Form of Agreement, constitute the Contract:
 - a. Part 'A' – Information to Proponents
 - b. Part 'B' – Standard Terms & Conditions
 - c. Part 'C' – Specifications
 - d. Part 'D' – Form of Tender (Completed Bid Submission)
 - e. Part 'E' – Schedule of Attachments
 - f. All addenda issued prior to Proposal Closing
- 8) The Contractor undertakes and agrees to provide all necessary labour, equipment, materials and supervision, unless otherwise indicated, together with all work incidental thereto to perform all Work described in the Contract.
- 9) The Town undertakes and agrees to pay the Contractor in Canadian Funds the sum of

Dollars (\$ _____) per annum for the performance of the Contract in accordance with the amount stipulated in the Form of Tender subject to satisfactory performance of the Contract and subject to additions, deductions and holdbacks as provided for in the Contract. The Contractor and the Town for themselves, their successors, administrators and permitted assigns undertake and

agree to the full performance of their respective obligations under the Contract.

10) This Contract may not be assigned by any Party without the express written consent of the other Party.

11) If either party desires to give notice to the other party under, or in connection with, the Contract, such notice will be effectively given upon actual service or three (3) days after being sent by Registered Mail to:

a. The Town at: The Township of Drummond/North Elmsley
310 Port Elmsley Road
Perth, Ontario
K7H 3C7 1A0

Attn: Director

b. The Contractor at _____

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

Contractor:

Contractor Firm Name

Contractor Corporate Seal or Signature of Witness

Signature of Authorized Signing Officer

Town:

Reeve

Corporate Seal

Clerk

6.5 TOWNSHIP OF MONTAGUE

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

Between The Corporation of the Township of Montague
 (Hereinafter called the 'Town ')

party of the first part

And

(Hereinafter called the 'Contractor ')

party of the second part

Now witness,

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

12)The following documents, together with this Form of Agreement, constitute the Contract:

- a. Part 'A' – Information to Proponents
- b. Part 'B' – Standard Terms & Conditions
- c. Part 'C' – Specifications
- d. Part 'D' – Form of Tender (Completed Bid Submission)
- e. Part 'E' – Schedule of Attachments
- f. All addenda issued prior to Proposal Closing

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

14)The Town undertakes and agrees to pay the Contractor in Canadian
Funds the sum of

Dollars (\$ _____) per annum for the performance of the Contract in accordance with the amount stipulated in the Form of Tender subject to satisfactory performance of the Contract and subject to additions, deductions and holdbacks as provided for in the Contract. The Contractor and the Town for themselves, their successors, administrators and permitted assigns undertake and

agree to the full performance of their respective obligations under the Contract.

15) This Contract may not be assigned by any Party without the express written consent of the other Party.

16) If either party desires to give notice to the other party under, or in connection with, the Contract, such notice will be effectively given upon actual service or three (3) days after being sent by Registered Mail to:

a. The Town at: The Township of Montague
P.O. Box 755
6547 Roger Stevens Drive
Smiths Falls, Ontario
K7A 4W6
Attn: Director

b. The Contractor at _____

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

Contractor:

Contractor Firm Name

Contractor Corporate Seal or Signature of Witness

Signature of Authorized Signing Officer

Town:

Reeve

Corporate Seal

Clerk