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## **REQUEST FOR PROPOSAL F31-PWS-SW-2012-3**

### **SUPPLY OF CURBSIDE RECYCLING COLLECTION SERVICES**

**PLEASE SUBMIT COMPLETED REQUEST FOR PROPOSAL USING THE ATTACHED FORMS  
IN A SEALED ENVELOPE CLEARLY LABELED AS FOLLOWS:**

**The Corporation of the City of Kingston  
The Office of the City Clerk  
First Floor Counter, South Wing  
City Hall, 216 Ontario Street  
Kingston, Ontario  
K7L 2Z3**

**RFP NUMBER**

F31-PWS-SW-2012-3

**CLOSING DATE**

July 18, 2012 3:00:00 p.m.

Proposals must be received before the closing date and time in accordance with the attached RFP.

**Contact:**

John Giles, Manager  
Solid Waste Division, Public Works Services

[igiles@cityofkingston.ca](mailto:igiles@cityofkingston.ca)

Fax 613-544-8466

[www.cityofkingston.ca](http://www.cityofkingston.ca)

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## A. THE PROJECT AND PROPOSALS

### 1.0 INTRODUCTION

The Corporation of the City of Kingston (the City), Solid Waste Division, invites proposals from qualified waste collection contractors to perform the curbside collection of recyclable material within the City of Kingston and transportation to the City's Material Recycling Facility (MRF) located at the Kingston Area Recycling Centre (KARC), 196 Lappans Lane, Kingston or to another MRF or transfer station identified by the City and located within a 10 km radius of KARC. The requirements for responses to this Request for Proposals (RFP) are described in this document.

The City reserves the right to not accept any proposal and to reissue this RFP in its sole discretion.

### 2.0 TERM OF THE PROJECT

The term of any contract arising out of this RFP will run from July 1, 2013 for a period of 7 years, with an option to extend for a further one year at the sole discretion of the City.

### 3.0 RFP SCHEDULE

RFP Released:	June 1, 2012
RFP Information Meeting (non-mandatory)	1:00:00 p.m. June 11, 2012
Deadline for Submitting Questions:	3:00:00 p.m. June 22, 2012
Deadline for Responding to Questions:	4:00:00 p.m. July 9, 2012
RFP Closes:	3:00:00 p.m. July 18, 2012
Final Selection:	August 15, 2012

The RFP process will be governed according to the above schedule. Although every attempt will be made to meet all dates, the City reserves the right to modify any or all dates in its sole discretion.

A pre-bid meeting will be held at 1:00 p.m. on June 11, 2012 at KARC at which time proponents may ask questions or seek clarification regarding the RFP documents.

Any successful proponent will be notified subsequent to the acceptance of such proposal by the City. Such notification will be dispatched not later than one hundred and twenty (120) days from the date set for closing. This period may be extended by mutual consent only. Any proponent not in receipt of such notification of acceptance within the above referenced period may assume that the proposal was not accepted.

### 4.0 PROJECT AUTHORITY AND INVOLVEMENT

This RFP is administered by the Manager, Solid Waste Division, Public Works Services or their designate. All Inquiries must be as directed in Section A.6.0. The final outcome may be subject to City Council approval.

### 5.0 PROJECT STAKEHOLDERS

The decision making process authority rests entirely with the City.

### 6.0 INQUIRIES

Any clarification of this document or request for additional information must be received by 3:00:00 p.m. June 22, 2012, in writing by fax or email to:

John Giles, Manager, Solid Waste Division, Public Works Services  
 fax: 613-544-8466 email: [jgiles@cityofkingston.ca](mailto:jgiles@cityofkingston.ca)

No officer, agent or employee of the City of Kingston is authorized to alter orally any portion of these documents. Any alterations required will be issued to all registered proponents as written addenda. Addenda shall be considered as an integral part of the RFP documents. The proponent shall list in its submission all the addenda that were considered when the proposal was prepared. Although every effort will be made to ensure that proponents receive all the addenda, it is the responsibility of each proponent to ensure all addenda issued have been received.

If necessary a written addenda will be sent to all proponents. Should any proponent find discrepancies in, or omissions from the specifications, or should the proponent be in doubt as to their meaning, that proponent must notify the staff contact indicated in this section in order to obtain clarification.

**7.0 PROPOSAL CONTENT**

Each proposal submitted must include a demonstrated understanding of the objectives, scope and particulars of the services required as well as a clear statement of the estimated annual price.

Company brochures and statistical information may be included with RFP submissions.

Proposals must be completed in type or ink. Erasures and alterations must be initialled in ink by the appropriate signing authority. Proposals which are illegible, incomplete, unbalanced, conditional, and obscure or contain irregularities of any kind may be rejected.

Proponents shall be solely responsible for the delivery of their bids in the manner and time prescribed.

**A complete submission must include the following:**

1. Bid Bond (see Section B.6.2)
2. Agreement to Bond (see Section B.6.3)
3. Signed irrevocable offer (Section D)
4. A current WSIB Clearance Certificate. The successful proponent must provide current WSIB clearance certificates throughout the life of the contract to the Solid Waste Manager
5. Addendum Acknowledgement (Schedule A)
6. Technical Proposal (Schedule B as described in Section B.6.8)
7. Price Proposal (Schedule C)
8. Completed City of Kingston Certificate of Insurance (Schedule F). The successful proponent must provide proof of insurance coverage throughout the life of the contract to the Solid Waste Manager (see Sections B.6.7 and C.18)

**8.0 EVALUATION OF PROPOSALS**

The following scoring system will be used to evaluate each accepted Proposal:

<b>Technical Proposal</b>	<b>Points</b>
1. Company Capabilities and Credentials	<b>30</b>
<ul style="list-style-type: none"> <li>• Company Profile</li> <li>• Experience</li> <li>• References</li> <li>• Certificates of Approval</li> </ul>	

2. Human Resource Requirements	<b>3</b>
• Organizational / Staffing Plan	
• Health and Safety Plan	
• Training Plan	
3. Facilities / Equipment Requirements	<b>3</b>
• Facilities	
• Vehicles and Equipment	
4. Implementation / Operational Requirements	<b>5</b>
• Transition / Start-Up Plan	
• Operating Plan	
5. QA/QC / Communication / Contingency Plan	<b>3</b>
• Communication Plan	
• Quality Control / Quality Assurance Plan	
• Complaints Management	
• Business Interruption / Contingency Plan	
6. Environmental Considerations	<b>3</b>
7. Accessibility for Ontarians with Disabilities Act, 2005, c.11 and the Ontarians with Disabilities Act, 2001, S.O. c.32, section 13 as stated In Section C 3.0.	<b>3</b>
<b>*Sub-total (see Note below)</b>	<b><u>3</u> 50</b>
<b>Price Proposal</b>	<b><u>50</u></b>
<b>Total</b>	<b><u>100</u></b>

**\*Note:** Proponents must score a minimum of 35 out of the possible 50 points in the Technical Proposal for their RFP to be considered further. Those that meet this requirement will have their Price Proposal evaluated.

Price will be evaluated by giving the lowest priced bid a score of 50 and bids higher than the lowest will be given correspondingly lower points such that a bid twice as high as the lowest would receive half the points. **Only Price Proposals 1 and 2 will be evaluated. Each Estimated Annual Price will be scored and evaluated against the comparable prices from other submissions, not against other frequencies.**

Notwithstanding the fact that there is a ranking/weighting system for the criteria items noted above, it is recognized that these parameters are qualitative in nature and subject to interpretation. However, it cannot be stressed enough that the City will utilize the information provided under these headings to satisfy themselves to what extent any/all of the submissions meet/exceed the necessary requirements to undertake the Work. And, notwithstanding that any Proposal may not necessarily be accepted, if the City is not satisfied that a submission does not adequately address, in whole or in part the requirements of the RFP, their submission will be rejected.

Proponents may be invited to participate in oral presentations and interviews with members of the evaluation committee. These meetings, if deemed necessary, will give each invited Proponent an opportunity to highlight its technical proposal as well as to answer questions posed by the evaluation committee.

## 9.0 SUBMISSION OF PROPOSALS

One signed original plus two copies and one CD of the proposal, in sealed envelopes, clearly marked “**Request for Proposal No. F31-PWS-SW-2012-3**” will be received no later than **3:00:00 p.m. Local Time, Wednesday, July 18, 2012**, and shall be addressed to the Corporation of the City of Kingston, Office of the City Clerk, First Floor Counter, South Wing, City Hall, 216 Ontario Street, Kingston, Ontario, K7L 2Z3.

Proposals received after the above due date will not be considered. Complete submissions should include all items outlined in Section A.7. Failure to comply to bid submission requirements may result in the rejection of the proposal.

No proposal documents may be withdrawn after closing. Prior to closing, RFPs may be withdrawn only upon written request signed by an authorized officer of the company.

## **B. PROJECT REQUIREMENTS**

### **1.0 INTRODUCTION**

The City of Kingston is requesting proposals from qualified firms for the provision of curbside collection services of recyclable material starting July 1, 2013.

The primary collection areas will be from properties in East Kingston (former Pittsburgh Township) and West Kingston (former Kingston Township). Collection from Central Kingston (former City of Kingston) may be added in the future in the sole discretion of the City. All areas must be priced as part of the RFP.

If notice is provided prior to July 1, 2013 that collection from Central Kingston is being added, then start-up will be one year after the date of notice, unless otherwise mutually agreed to, and collection must be provided at the rate submitted on Schedule C for all materials once collection in Central Kingston has started.

If the additional collection from Central Kingston is being considered after July 1, 2013, then the rate to collect all material will be negotiated and must be mutually agreed upon.

Unit prices are required for both four day per week collection (Tue – Fri) and five day (Tue – Fri).

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

### **2.0 PROJECT COSTS**

The Price Proposal Schedule C must include all costs in Canadian dollars and exclude HST. HST is extra and must be shown as a separate line item on all invoices.

In the event of any discrepancy between any unit price and an extension, the unit price shall govern.

#### **2.1 Consumer Price Index Adjustment**

Unit costs will be adjusted on July 1, 2014, and again on each subsequent July 1st during the life of the contract. The adjustment will be equal to the percentage change from the previous year of the average annual “Special Aggregates: All-Items Excluding Energy” Consumer Price Index for Ontario as published by Statistics Canada for the preceding year.

#### **2.2 Fuel Cost Adjustment (FCA)**

The City will make a Fuel Cost Adjustment (FCA) to the monthly payment owed the contractor to compensate for fluctuations in the price of diesel fuel, based upon changes to the Ministry of Energy Diesel Fuel Price for Ottawa (DFP-O) averaged for the month as published on the Ministry website at:

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

An FCA per litre of diesel fuel will be made each month when the DFP-O for the month differs by more than five (5) cents per litre from the DFP-O for May 2012 as follows:

1. When the DFP-O differential is equal to or less than five (5) cents per litre there will be no FCA for that month;
2. When diesel fuel prices rise more than five (5) cents per litre as per the DFP-O, the FCA per litre will be the DFP-O for the month being invoiced less that for May 2012, less five (5) cents, paid with the monthly payment;
3. When diesel fuel prices fall more than five (5) cents per litre as per the DFP-O, the FCA per litre will be the DFP-O for the month being invoiced less that for May 2012, plus five (5) cents, withheld from the monthly payment.

For the purposes of the calculation of the FCA, the contractor must provide with their monthly invoice for payment detailed diesel fuel consumption figures for the previous month.

The FCA will be calculated using the following formula:

$$\text{FCA} = \text{DCF} \times (\text{FCAL} (m) - \text{FCAL} (\text{rfp}) \pm 5) / 100$$

FCA = fuel cost adjustment

DFC = diesel fuel consumption

DFP-O (m) = diesel fuel price in Ottawa for the month being invoiced

DFP-O (May 2012) = base diesel fuel price for May 2012

Examples:

$$\text{DFP-O (May 2012)} = 130.0$$

$$\text{DCF} = 10,000 \text{ litres}$$

$$(1) \text{ if DFP-O (m) = 136.5, then FCA} = 10,000 \times (136.5 - 130.0 - 5) / 100 = \$150$$

$$(2) \text{ if DFP-O (m) = 123.5, then FCA} = 10,000 \times (123.5 - 130.0 + 5) / 100 = (\$150)$$

### **2.3 Collection Payment**

The contractor will invoice the City on a monthly basis for all recyclable materials collected as measured by the incoming weights on the MRF's weigh scale.

## **3.0 BACKGROUND OF THE PROJECT**

The City offers recyclable material collection to every residential unit. Materials are collected curbside from blue and grey boxes for residential homes and from 96 gallon European style lift wheeled carts for multi-residential buildings, generally with 25 or more units. Residents place grey and blue boxes at the curb on alternate weeks for collection. Multi-residential properties may locate carts on site in an area that does not require the truck to back up. Types of recyclable material and historic tonnages are shown in Schedule D and E.

All recyclable material collected under this contract must be delivered to KARC, or to another MRF or transfer station identified by the City and located within a 10 km radius of KARC.

## **4.0 AVAILABLE CITY RESOURCES**

The City will be responsible for the supply, maintenance and replacement of recycling boxes and carts. No other City resources except those set out herein should be assumed available in the formation of any bid.

## **5.0 OBJECTIVES**

The objective is to contract a company over the term specified for the curbside collection and transportation of recyclable material in accordance with the terms of this RFP.



### **5.1 Scope of Collection**

The Contractor will collect recyclables weekly from all households, common areas, municipal facilities, and other locations as directed on all roads maintained by the Province or the City and on any private roads as designated by the City.

Blue box and grey box material will be collected on alternate weeks in East and West Kingston, with both areas receiving the same service. If Central Kingston is added, then it will receive service for the opposite coloured box. Other geographic splits will be considered.

### **5.2 Four (4) Day vs. Five (5) Day Collection**

The City currently collects recyclables over five days but is exploring the option of moving to a four day system. Unit prices are required for both and the City will have sole discretion regarding which option it chooses to implement.

### **5.3 Contract Supervision by the Contractor**

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

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

### **5.4 Routing**

The contractor will have the ability to determine routes and scheduled days of the week for collection in order to maximize collection efficiencies, as long as the routing covers each eligible household, and as long as the scheduled days follow the specified four or five days. If Central Kingston is added, then recycling collection in the Downtown Kingston BIA must be on a Tuesday. Where possible, the contractor is encouraged to match the recycling collection day to the existing garbage collection day.

Maps identifying the number of residential units per property are attached as a separate file in Appendix A.

Changes to existing routes will be advertised by the City at the beginning of the Contract. If changes are made at other times, all affected properties must be notified by the Contractor.

At least 60 days prior to the commencement of the Contract, the Contractor will submit to the City detailed maps and schedules showing each truck, the starting time and point for each truck, the route for each truck and the finishing time and point for each truck. The individual Collection Routes and Collection Days will not be changed during the contract without prior written approval of the City.

East Kingston has several private roads where residents take recycling boxes to common point for collection. They are identified in Schedule E.

### **5.5 Collection Vehicles and Equipment**

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

The Contractor shall supply new primary collection vehicles at the commencement of the Contract term for the duration of this Contract. If a delay in delivery of new vehicles occurs, the Contractor may provide interim service with used vehicles. In the case of the use of used/alternate vehicles for interim provision of service, the Contractor shall provide copies of Ontario Safety Standards Certificates for all vehicles utilized to the City at the City's sole discretion. The Contractor shall further, during the term of the Contract, provide copies of their Ontario Safety Standards Certificates resulting from annual vehicle inspections for any and all vehicles utilized for the provision of Services under this Contract to the City at the City's sole discretion.

The vehicles to be used for the performance of the Work as herein described shall have fully enclosed bodies of sufficient capacity and strength, capable of loading and unloading mechanically all materials, and mounted on an adequate truck chassis.

Recyclable Materials may be compacted up to a rate of 2:1 to be accepted at the City's designated receiving facility(s). Over compaction may result in the rejection of the load by the MRF. Should the MRF determine that an entire load is unacceptable before tipping, the Contractor shall not tip the load but remove it for disposal. Any tipping fees associated with rejected loads for any reason including over compaction or contamination will be the responsibility of the Contractor. Any and all communication regarding load contamination and load rejection will occur between the Contractor and the City representative only and between the City representative and the MRF processing Contractor only. The City has, in its sole discretion, the right to undertake audits of inbound loads received at the MRF and in its sole discretion shall determine acceptable contamination levels of loads to the MRF.

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

All Equipment shall be equipped with all mandated and/or legislated safety equipment. All collection vehicles shall be equipped with a revolving yellow caution light mounted on the rear of the vehicle and a back up warning device (at a minimum). Vehicles in excess of twenty (20) feet in length are also required to have a rear-mounted camera. The Contractor shall continually maintain and update the collection Equipment to meet the required safety standards throughout the life of this Contract.

Vehicles shall 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, avoid mixing the fibre, container, clear glass and mixed glass recyclable material streams. Recyclable Material collection vehicles must have a sufficient number of dividers to separate applicable materials during collection and unloading.

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

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

The City can request the Contractor to re-paint any or all vehicles once during the life of the contract, at the Contractor's expense.

**5.6 Advertising and Information on Trucks**

No advertising (other than the advertising required/approved by the City shall be carried on the collection vehicles except that the name of the Contractor may be affixed upon all collection vehicles. The Contractor shall stencil a numbering system on the collection vehicle to identify the vehicle and accommodate the necessary accounting system for loads entering designated facilities. Any additionally used collection vehicles, which may be required from time to time to provide Services under this Contract will also require a similar system of numbering.

The Contractor shall stencil the Certificate of Approval number issued by the Ministry of Environment on all collection vehicles.

The City may also require permanently affixed signs/decals/graphics proclaiming messages of public interest, or to promote any aspect of the recycling program being carried on by the City. Brackets allowing temporary signage to be affixed and changed as deemed necessary may also be required. Such costs are to be borne by the City and implementation arranged cooperatively by the City and the Contractor.

**5.7 Material Sorts**

Recyclables are collected in 5 streams:

- Blue Box – plastic, metal and polystyrene;
- Blue Box – clear glass;
- Blue Box – coloured glass;
- Grey Box – paper products and film plastic; and
- Grey Box – cardboard.

A list of recyclable material accepted in the City’s recycling program is listed in Schedule D.

**5.8 Holidays**

The Contractor must schedule for holidays following the City schedule. For the purpose of this Contract, holidays are currently the following days:

New Year’s Day	Family Day	Good Friday	Easter Monday
Victoria Day	Canada Day	Civic Holiday	Labour Day
Thanksgiving Day	Remembrance Day (if it falls on a weekday)		
Christmas Day	Boxing Day		

In the event of a holiday there will be no collection service on that day. When the regular collection day falls on a holiday, the collection schedule for the remaining days of the week will generally be delayed by one day, with Saturday making up for the missed day. In order to accommodate back-to-back Christmas and Boxing Day holidays, it may be necessary to adjust the work schedule. Any new holidays introduced during the Contract period will be addressed in a similar manner.

The City will be responsible for notification of residents of any changes in collection days associated with holidays.

**5.9 Time of Day**

Collection from households will not commence before 6:00 a.m. or carry on after 6:00 p.m. without the approval of the City. Start time may be delayed until 7:00 a.m. by the City during the term.

Although there is currently no special collection hours for downtown areas, the Contractor will accommodate the City in collecting downtown areas outside the stated timeframes, if Central Kingston is added and if so requested.

Deliveries to the MRF must be completed by 6:30 p.m.

#### **5.10 New Collection Areas**

The Contractor, upon notification, will assume the responsibility for collection services as soon as any new homes, buildings and subdivisions are ready for service as determined by the City's Manager of Solid Waste or their designate.

#### **5.11 Returning Containers after Emptying**

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

#### **5.12 Contractor Not to Collect**

The contractor is not required to collect any materials that are not recyclable, that do not meet setout requirements, or where there is a health risk to the collector (e.g. broken glass, hazardous materials). The non-collectable material is to be left in the blue box with a courtesy tag.

#### **5.13 Householder Non-Collectable Notification**

The City will provide the Contractor with courtesy tags which will advise residents of reasons that the material remaining in their container has been left behind. The contractor will leave or affix the tag to the container or the non-collectable material that is being left for the resident.

#### **5.14 Missed Collection**

If the Contractor misses part of a collection route they are to make every reasonable effort to collect the missed setouts on the same collection day. If this is not possible, the missed box or boxes will be collected on the following working day. What is "reasonable" or "possible" will be determined by the City's Manager of Solid Waste or their designate.

#### **5.15 Spills and Litter**

It is the Contractor's responsibility to immediately clean up any debris or liquid which falls from the vehicle or recycling containers onto the street, sidewalk, boulevard, or other private or public property during collection. This includes waste, broken glass particles, or hydraulic oil, and may require that the street or property be washed, flushed or otherwise restored to the satisfaction of the City's Manager of Solid Waste. Each vehicle shall carry hand tools (brush and shovels) to facilitate the sweeping up of any waste which may be spilled.

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

#### **5.16 Customer Service Line Operation – City of Kingston**

All calls from residents in the City of Kingston will be directed to the City of Kingston's customer service number. Calls that require action by the Contractor will be forwarded directly on to the Contractor's office for immediate action by a Work Order. The Contractor must ensure prompt response to Work Orders. The Contractor will report back to the City's Manager of Solid Waste, or their designate, on a daily basis or as required by the City regarding follow-up action that has been taken.

**5.17 Weighing and Weigh Scale Tickets**

The Contractor's drivers must weigh-in and weigh-out with every load of material that is brought to the City's MRF when the City scale operator is unavailable. The Contractor must maintain accurate records of the weigh scale ticket information, and provide the weights to the City on a daily basis in the format and manner as requested.

The Contractor is required to conform to any alternative system of tickets or numbering which may be adopted by the City from time to time without additional compensation.

**5.18 Reports of Claims, Damages and Incidents**

All incidents, accidents and near misses involving persons or property will be reported to the City's Manager of Solid Waste immediately. Copies of all claims and reported damages must be reported to the City's Manager of Solid Waste in written form for each occurrence. The Contractor will resolve all claims for damages from residents within thirty (30) days upon receipt of the claim in writing.

**5.19 Cooperation with Special Studies**

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

**5.20 Advertising, Promotion and Education**

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

**6.0 ASSUMPTIONS**

Proponents must take into account the following assumptions when preparing and submitting proposals.

**6.1 Lobbying**

All lobbying is prohibited under this RFP pursuant to Purchasing Bylaw 2000-134, clause 2.15, as amended.

**6.2 Bid Bond**

Proponents must provide a Bid Bond with their proposal in the amount of 10% of the highest Estimated Annual Price identified on Schedule C for items No. 1 and 2. Bid Bonds shall be in the form of a certified cheque, bank draft, money order or binding documents issued by an approved Guarantee Company properly licensed in the Province of Ontario, on Canadian Construction Documents Committee (CCDC) bond forms or similar recognized form of agreement acceptable to the City, made payable to the Corporation of the City of Kingston. After evaluating the proposals, all Bid Bonds, other than the low and second low bids, shall be returned to the relevant proponents. When copies of the Contract executed by the successful proponent are returned and are acceptable to the City, the Bid Bond of the second low proponent shall be returned.

**6.3 Agreement to Bond**

Proponents must provide an Agreement to Bond with their proposal issued by an approved Guarantee Company properly licensed in the Province of Ontario for a Performance Bond in the amount of 50% of the highest Estimated Annual Price identified on Schedule C for items No. 1 and 2 or on CCDC bond forms acceptable to the City. The City will accept 100% of the Total Cost in the form of cash, certified cheque or an irrevocable standby letter of credit in the approved format from a chartered bank, or a Letter of Guarantee acceptable to the City Treasury issued by a trust company in lieu of a Performance Bond. When the Performance Bond is received by the City, the Bid Bond shall

be returned. If the successful proponent fails to sign the Contract or to provide the necessary Performance Bond, the Bid Bond of the low bidder shall be forfeited to the City.

**6.4 Liquidated Damages**

The City will assess liquidated damages for instances of non-performance. As indicated in Table 1, the Contractor shall pay the City the indicated amount per infraction. The sum or sums are hereby agreed upon and fixed as reasonable measures of the City’s costs and determined by the parties hereto as the liquidated damages that the City will suffer by reason of said delay, non-performance or default, and not as a penalty. The City may deduct and retain the amounts of such liquidated damages out of the monies payable as provided in Section C.6.5 – Monies Due City.

Under no circumstances will vehicles used in carrying out the Contract engage in private collections or collections above the standardized level of service. If a vehicle used in carrying out the Contract is found collecting private accounts or making other collections that are not included in this Contract anywhere, the City will be entitled to liquidated damages of \$10,000.00 on the first occurrence, \$20,000.00 on the second occurrence, and \$50,000.00 on the third occurrence. A fourth occurrence will result in the forfeiture of the Contract.

All recyclable materials set out for collection become the property of the City, who will have exclusive rights to the materials collected. The Contractor’s staff will not be permitted or entitled to scavenge, salvage, claim or possess any recyclable materials collected unless authorized to do so by the City.

**Table 1 – Liquidated Damages**

<b>Incident</b>	<b>Amount</b>	<b>Unit</b>
Late collection or late delivery to the MRF or transfer station	\$500	per route
Failure to respond to resident complaint as directed by City’s Manager of Solid Waste or their designate	\$500	per incident
Failure to return for missed collection as directed by City’s Manager of Solid Waste or their designate	\$500	per incident
Improperly replaced containers	\$500	per incident
Discourtesy or inappropriate behaviour	\$500	per incident
Contractor’s staff scavenging recyclable materials	\$500	per incident
Failure to resolve damage claim to resident’s property within allowable time	\$500	per incident
Failure to submit reports	\$500	per incident
Failure to clean up spillage	\$500	per incident

**6.5 Monies Due City**

In the event that there are any monies payable to the City by the Contractor under the terms of this Contract or there are any monies payable by the City to any other person, firm or corporation as a result of any default by the Contractor under this contract, such monies shall be deducted from and retained out of any monies due from the City to the Contractor or may be recovered from the Contractor or the Contractor’s surety pursuant to the performance bond as a debt due to the City. Any and all amounts payable to the City shall bear interest at the rate of one and one quarter percent (1.25%) per month compounded monthly, after thirty (30) days from the due date.

**6.6 Vehicles**

The proponent’s vehicles used for the transportation of wastes shall be equipped with all equipment and accessories required by the Highway Traffic Act of Ontario, and any other Acts, Regulations or By-laws that apply to the trucks operation. These same vehicles must display a sticker indicating that they have passed a current Periodic Mandatory Commercial Vehicle Inspection (PMCMI) dated between April 1<sup>st</sup> and December 31<sup>st</sup>.of each year of the contract, and these stickers must remain valid for the duration of the contract. Vehicle license plates must also remain valid for the duration of the contract.

**6.7 Insurance**

In addition to the insurance requirements specified in Section C, part 18, proof of a total of five million dollars (\$5,000,000) Automotive Liability coverage will also be required.

**6.8 Description of Technical Proposal Submittal Requirements**

Proposal submissions must respond to each and every following item, in the order in which they appear below. Failure to respond completely, and in the manner described, may result in disqualification.

Ensure that you have read the entire document before completing the Technical Proposal Submission, to ensure a full understanding of the Work requirements and to ensure accuracy and completion.

**IMPORTANT:** Each section of the Technical Proposal Submittal (i.e.: Company Profile; Experience, etc.) is to be on a single page if possible. Proponents are cautioned to be succinct if additional pages are added in order to improve the assessment and evaluation of individual proposals and comparison between proposals.

Company Capabilities and Credentials		
1.	<b>Company Profile</b>	<ul style="list-style-type: none"> <li>• company details, officers, size, number of employees, office locations</li> <li>• number of years in business</li> <li>• subcontractor (if any) company details, officers, size, number of employees, office locations</li> <li>• subcontractor (if any) number of years in business</li> <li>• annual financial statements (or statement of their auditor's opinion) for the past two years including bank references</li> <li>• Articles of Incorporation</li> </ul> <p><i>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.</i></p> <p><i>(Proponents must provide satisfactory evidence to demonstrate that the legal entity proposing to undertake the contract is in sound financial position and has the economic capacity to complete the contract. In the event that a parent or affiliate company proposes to guarantee the obligations of the contracting entity, similar evidence should be provided in respect of that parent or affiliate. Such evidence may include audited or accountant-reviewed financial statements, as well as bank or trade references. Proponents will be evaluated based on the quality of the evidence provided).</i></p>

2.	<b>Experience</b>	<ul style="list-style-type: none"> <li>• experience undertaking curbside collection of recyclable material as specified</li> <li>• value and size of three (3) recent waste collection contracts</li> <li>• duration, location and collection methods (vehicles / number of streams collected etc.) utilized for the three contracts identified</li> </ul>
3.	<b>References</b>	<p>The Proponent shall provide reference details for three or more past clients including:</p> <ul style="list-style-type: none"> <li>• company / municipality name</li> <li>• contact name, title and phone number</li> <li>• term and nature of contract</li> <li>• number of households and tonnes collected per year per contract</li> </ul>
4.	<b>Certificates of Approval</b>	<ul style="list-style-type: none"> <li>• copies of all Certificates of Approval required to perform the Work</li> <li>• describe any orders, charges or violations to your company by the Ministry of Environment as a result of any contravention of the Environmental Protection Act over the past five (5) years</li> </ul>
<b>Human Resource Requirements</b>		
5.	<b>Organizational / Staffing Plan</b>	<ul style="list-style-type: none"> <li>• proposed management structure for the collection program</li> <li>• proposed organizational structure including the name and resumes for the following key individuals as they would relate to the Work: <ul style="list-style-type: none"> <li>• district/regional manager(s) / senior executive staff</li> <li>• senior administration staff</li> <li>• fleet manager</li> <li>• supervisors</li> <li>• any other management staff</li> </ul> </li> <li>• if a specific person is not named for any of the above positions, then identify the position by title and description and list the key qualifications of the person who would ultimately hold the position</li> <li>• describe how the Work would be directly supervised to ensure daily completion and how sufficient personnel will be available to ensure daily completion of the Work</li> </ul>
6.	<b>Health and Safety Plan</b>	<ul style="list-style-type: none"> <li>• provide your company's Health and Safety Policy</li> <li>• describe how your plan will ensure that your company and its staff will deliver the Work in a safe manner to themselves and the public</li> <li>• describe Health and Safety training you have / will provide staff for the delivery of the Work</li> <li>• describe any orders, charges or violations to your company by the Ministry of Labour as the result of any contravention of the Ontario Occupational Health and Safety Act over the past five (5) years</li> </ul>
7.	<b>Training Plan</b>	<ul style="list-style-type: none"> <li>• provide an outline and schedule of the staff training plan and procedures for contract start-up and implementation as well as on-going staff training during the term of the contract</li> </ul>
<b>Facilities / Equipment Requirements</b>		
8.	<b>Facilities</b>	<p>List the locations of each of the following facilities:</p> <ul style="list-style-type: none"> <li>• office(s)</li> <li>• yard for storage of fleet</li> <li>• vehicle maintenance facility</li> </ul> <p>The evaluation shall consider the travel time to facilities and contingency plans for collection delays if facilities are not located within the City</p>



9.	<b>Vehicles and Equipment</b>	<p>The Proponent shall provide the following information on their proposed collection vehicles to be used for this contract:</p> <ul style="list-style-type: none"> <li>• spec data sheet for each and every vehicle proposed to be supplied</li> <li>• number of vehicles required to carry out the Work</li> <li>• age of all vehicles and equipment to carry out each of the services</li> <li>• type of vehicles and equipment to be used to carry out the Work</li> <li>• compartment capacity of collection vehicles</li> <li>• compaction ratio by waste stream</li> <li>• proposed number of spare vehicles</li> <li>• indication of whether fleet will be dedicated to the City's Work</li> <li>• fleet maintenance plan</li> <li>• any other equipment necessary to carry out the proposed Work</li> <li>• supporting rationale/calculations to support the number of vehicles routinely required, calculations to support management of reasonable tonnage increases and population growth over the term of the Contract</li> </ul>
<b>Implementation / Operational Requirements</b>		
10.	<b>Transition / Start-Up Plan</b>	<ul style="list-style-type: none"> <li>• Provide 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</li> <li>• Provide a schedule (tasks/time) from award to full implementation of the services under the contract</li> </ul>
11.	<b>Operating Plan</b>	<p>Provide a proposed Operating Plan describing how your Company will provide the service as follows:</p> <ul style="list-style-type: none"> <li>• proposed routing of trucks</li> <li>• capabilities and limitations for the collection of recyclables</li> <li>• proposed days for collection, daily start and finish times</li> <li>• plans to accommodate changes in population and number of houses requiring collection</li> </ul>
<b>QA/QC / Communication / Contingency Plan</b>		
12.	<b>Communication Plan</b>	<ul style="list-style-type: none"> <li>• Describe your intended method of regular communication with the City throughout the course of the Contract</li> <li>• Describe how the City will stay informed about collection matters arising, intended routing changes, other service changes, alterations and the like</li> </ul>
13.	<b>Quality Control / Quality Assurance Plan</b>	<p>Provide an outline of:</p> <ul style="list-style-type: none"> <li>• How you will ensure that recyclables set out for collection that are not included in the City's program will not be collected at the curb</li> <li>• how you will ensure that adequate staff training and ongoing communication to staff will ensure the City's current quality control program is not jeopardized</li> </ul>
14.	<b>Complaints Management</b>	<ul style="list-style-type: none"> <li>• Describe procedures and communication flows and how your Company would respond to a complaint received through the City Work Order system, or a direct complaint by a resident to collection drivers or your office</li> <li>• Describe related tracking/recording procedures and how this will be communicated to City staff</li> <li>• Describe your after-hours response procedure/protocol</li> </ul>

15.	<b>Business Interruption/ Contingency Plan</b>	<ul style="list-style-type: none"> <li>• Describe any circumstance(s) where your company has been unable to deliver any/some of the Work described in any past or current Contract arrangement (e.g., daily collection due to winter storm conditions)</li> <li>• Describe the contingency your company implemented in that instance if and when it occurred</li> <li>• Describe your company's contingency plan for a larger scale/longer term business interruption e.g. work stoppage</li> </ul>
<b>Other Submission Requirements</b>		
16.	<b>Environmental Considerations</b>	Describe any environmental considerations in your RFP, such as: <ul style="list-style-type: none"> <li>• green fleet initiatives</li> <li>• alternative fuels</li> <li>• methods of increasing diversion of recyclable material</li> </ul>
17.	<b>AODA / ODA</b>	Describe how your company proposes to meet the requirements of the Accessibility for Ontarians with Disabilities Act, 2005, c.11 and the Ontarians with Disabilities Act, 2001, S.O. c.32, section 13.
18.	<b>Exceptions / Adjustments / Options</b>	<ul style="list-style-type: none"> <li>• All of the conditions put forth in the RFP are aimed at the specific requirements of the City under this RFP and the City is reluctant to accept exceptions, adjustments or options (exceptions) that may impede the timely execution of the contract. As a result, the extent of exceptions noted will factor into the proposal evaluation.</li> <li>• Proponents are advised that if they take exception to any of the requirements of this RFP, they shall, in their submission, state the nature of any exceptions proposed and thoroughly describe them in the Technical Proposal. Only exceptions noted in the Technical Proposal will be considered by the City. Any other exceptions, whether stated or implied, will not be considered by the City and the corresponding requirements of this RFP will be deemed to apply. The City may accept, reject or negotiate any proposed exception at its sole discretion. Any exception accepted by the City in writing will be deemed to be incorporated in the Proponent's Price Proposal. <b><i>Proponents must provide the price adjustment to their bid for each proposed exception.</i></b></li> </ul>

**6.9 Growth**

The population of the City is anticipated to grow at approximately 1% per year over the term of the contract.

**6.10 Books and Records**

The Contractor will maintain and keep sufficiently complete and accurate books, payrolls, accounts and records relating to the performance of the Contract to permit their verification and audit and they will have no claim to payment unless such books, payrolls, accounts and records have been so maintained and kept. The Contractor will furnish all the time sheets, records, weigh bills, bills of lading and other vouchers, on request by the City.

**6.11 Conduct of Employees**

Employees shall be alert, polite and courteous towards the public at all times. The Contractor will employ on the Work, only orderly, competent and skilful workers. The Contractor will further ensure that a high standard of service, courtesy and consideration is exhibited in all of their dealings with residents, visitors and the general public, and that they conducts all of their operations, including its

administrative functions, with the utmost regard for enhancing public relations; and in recognition of the need to uphold and maintain the positive public image of the City.

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

#### **7.0 RESOURCE REQUIREMENTS**

Proponents must detail any resources they will provide and require as part of their proposal. This includes their resources, third party consultants or sub-contractors as well as City resource requirements they are assuming outside of those defined in this RFP.

#### **8.0 MILESTONES AND RESULTS**

See the RFP document for work requirements and expectations.

#### **9.0 INTERIM AND FINAL REPORTING**

Invoicing, routing, weights, claims, damages, incidents, accidents, near misses, WSIB clearance certificates, proof of insurance coverage, and other items included in the RFP must be reported in accordance with the RFP.

#### **10.0 FORMAL CONTRACT**

Any Proponent subsequently offered the Contract will be required to enter into a Formal Contract satisfactory to the Legal Services Division of the City of Kingston, which will include, but not be limited to, provisions set out in this Request for Proposal. This Proposal shall constitute part of the terms and conditions of the contract award.

### **C. GENERAL TERMS AND CONDITIONS**

**The following terms and conditions are deemed accepted by all submitters of proposals in response to this RFP and are deemed incorporated into every contract resulting from this RFP:**

#### **1. Improper Delivery**

Electronic, telegraphic, telephone, or facsimile submissions in response to this RFP will not be accepted. Late submissions in response will also not be accepted.

#### **2. Signing Requirements**

Submissions that are not signed will be rejected. Signing of submissions shall be in the form set out in Irrevocable Offer D which shall be attached to the proposal. If the submitter of a proposal is an incorporated company, the proposal must be executed by the signing officer(s) of the company with the company seal placed beside the signature(s). If the submitter of a proposal is not an incorporated company, the submitter of a proposal should sign his or her own name in the presence of a witness who should sign beside the submitter of a proposal's name.

#### **3. Applicable Law**

This RFP, each submission and the Project itself are each subject to the provisions of all applicable law, including:

- the *Municipal Freedom of Information and Privacy Act*, RSO 1990, c. M54,
- *Occupational health and Safety Act*, R.S.O. 1990, c.O.1, Each proponent warrants that they have the experience training and equipment to ensure all work performed under the contract is done safely and in accordance with all applicable health and safety legislation and that they have control over the workplace and is fully responsible for the health and safety of all employees and others present on the site. Each proponent also acknowledges that the City is relying on this warranty in its decision to award the contract to the proponent

- *Accessibility for Ontarians with Disabilities Act, 2005, c.11 and the Ontarians with Disabilities Act, 2001, S.O. 2001, c.32, section 13 of which statute states:  
In deciding to purchase goods or services through the procurement process for the use of itself, its employees or the public, the council of every municipality shall have regard to the accessibility for persons with disabilities to the goods or services.*

This RFP, each submission and the Project itself are also each subject to the provisions of the Purchasing Bylaw 134-2000 of the Corporation of the City of Kingston as amended.

#### **4. City not liable for RFP Costs**

The Corporation of the City of Kingston is not liable for any costs incurred by the submitter of a proposal in responding to this "Request for Proposal".

#### **5. Required Warranties**

Each submitter of a proposal is deemed to expressly declare and warrant in the proposal that;

- i. the prices in this Proposal have been arrived at independently from those of any other submitter of a proposal,
- ii. the prices in this Proposal have not been knowingly disclosed by the submitter of a proposal, and will not knowingly be disclosed by the submitter of a proposal prior to award, directly or indirectly, to any other submitter of a proposal or competitor,
- iii. no attempt has been made, nor will be made, to induce any other person to submit or not to submit a proposal for the purpose of restricting competition,
- iv. this proposal is in all respects fair and without collusion or fraud.
- v. there has been no violation of copyrights or patent rights in manufacturing, producing or selling the materials and/or services shipped or ordered as a result of this proposal, and the seller agrees to hold the purchaser harmless from any and all liability, loss, expense, action or suit occasioned by any such violation.
- vi. all materials and/or services proposed to be supplied to the Corporation of the City of Kingston conform in all respects to the standards set forth by Federal and Provincial agencies.
- vii. The submitter of the proposal is:
  - a. competent to perform the work described in this RFP ["the work"];
  - b. has the necessary qualifications, including knowledge, skill and experience to perform the work, together with the ability to use those qualifications effectively for that purpose;
  - c. shall supply everything necessary for the performance of the work;
  - d. shall carry out the work in a diligent and efficient manner;
  - e. ensure the work is of proper quality, material and workmanship; is in full conformity with the specifications; and meets all other requirements of this RFP and any subsequent contract.
- viii. The submitter waives all rights of lien which might arise in relation to any contract from this RFP under section 3(1) of the *Repair and Storage Liens Act*, R.S.O. 1990, c. R.25.
- ix. The submitter has and follows a health and safety plan for employees and representatives who will be present on the property of the Corporation of the City of Kingston as part of any contract arising from this RFP.
- x. The submitter confirms that the price proposed is an upset limit above which the City is not required to pay and that where there is uncertainty as to the price proposed, the unit price shall govern.

#### **6. No Obligation to Contract**

Submissions made in response to this Request for Proposals do not constitute the acceptance of a contract with the City of Kingston. Submissions constitute offers which the City may or may not accept on its sole discretion. The Corporation of the City of Kingston further reserves the right to accept or reject any or all proposals or parts of proposals, to order additional units at the price submitted, or to accept any proposal considered in its best interest, and to request re-proposals on the required materials and/or services. The Corporation of the City of Kingston also reserves the right to waive irregularities and technicalities and to do so in its sole discretion. The Corporation of the City of Kingston further reserves the right to award the contract on a split-order basis, lump-sum

or individual-item basis, or such combination as shall best serve the interests of the City in the opinion of the City. The City of Kingston reserves the right to include consideration of any outstanding claims against or by the City, any record of poor performance with the City and the appropriateness of any key personnel in evaluation of any proposal and to reject any proposal based on record of past poor quality of service, claims and disputes or difficulties related to proceedings in completed past projects for the City.

Each submission of a signed proposal is deemed an irrevocable offer which may be accepted, at the sole option of the Corporation of the City of Kingston and after negotiation, only by entering into a formal contract upon such acceptance the terms, responsibilities, and specifications as required by the Corporation of the City of Kingston including but not limited to those set out herein. The City reserves the right to reject an offer to supply goods and services presented in response to the City's procurement processes where the City determines that the person making the offer is in any way indebted to the City and in its sole discretion is of the opinion that it is in the City's best interests that the offer be rejected.

Notwithstanding anything contained in the Agreement to the contrary, the City may, at any time prior to the completion of the services, terminate this Agreement by giving thirty (30) days written notice to the Contractor. Upon a termination notice being given, the Contractor shall immediately cease services in accordance with and to the extent specified in the notice. In the event of a termination notice being given in accordance with this Agreement, the Contractor shall be entitled to be paid, to the extent that costs have been reasonably and properly incurred for purposes of performing the services and for which the Contractor has not already been so paid or reimbursed by the City.

#### **7. Contract Payments**

Unless otherwise specified, should the Corporation of the City of Kingston enter into a contract relating to the Project, it will make payment of accounts within thirty (30) days of either the date on which the materials and/or services have been accepted to the satisfaction of the Corporation of the City of Kingston, or the date on which the invoice is received, whichever is later.

#### **8. Limitation of Liability**

Unless otherwise agreed, should the Corporation of the City of Kingston enter into a contract relating to the Project, the other contracting party shall agree to hold the Corporation of the City of Kingston harmless from any and all liability, claim, (including damages, fines, insurance adjuster's fees and legal costs on a full recovery basis), loss, expense, action or suit arising from the Project. Independent of any steps taken by the City, it shall be the Contractor's responsibility to investigate and handle any and all third party claims arising from the project in a professional manner, within 30 days of receipt, and provide a copy of the response to the City.

#### **9. Dispute**

In cases of dispute as to whether or not deliverables meet the requirements of the Corporation of the City of Kingston, the decision of such agent as the Corporation of the City of Kingston may appoint will be final and binding.

#### **10. No Assignment**

Unless otherwise agreed, should the Corporation of the City of Kingston enter into a contract relating to the Project, the other contracting party shall not, without the written consent of the Corporation of the City of Kingston, assign or subcontract any aspect of the Project or the deliverables.

#### **11. Fit for Use**

All things supplied under the Project shall be fit for the use specified in the governing documents whether or not detailed specifications on the various components are not set out in the documents.

**12. No implied Waiver**

The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect his right thereafter to otherwise enforce such provision or to seek damages for the breach thereof.

**13. Governing Law**

All submitter of proposals, including those outside the Province of Ontario, agree that the rights of all parties shall be governed by the laws of the Province of Ontario and that the venue for dispute shall be within the Province of Ontario. Proponents must be able to demonstrate their ability to perform the work under the law of the Province of Ontario and provide such security as might be required and enforceable under the law of the Province of Ontario.

**14. Force Majeur**

Neither party shall be held responsible for any remedy arising from delay or failure to perform obligations under this RFP or the Project when such delay or failure is due to fires, strikes, floods, acts of God or the Queen's enemies, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.

**15. Deemed Satisfaction as to Submission**

The submission of a proposal shall be deemed conclusive proof that the submitter of a proposal has satisfied itself as to all the requirements set out in the RFP, all the conditions which may be encountered, what materials and/or services he/she will be required to supply, or any other matter which may enter into the carrying out of the Project. No claims will be entertained by the Corporation of the City of Kingston based on the assertion by the submitter of a proposal that it was uninformed as to any of the requirements of the proposal.

**16. Default under Project**

In case of a default of performance of the Project, the Corporation of the City of Kingston reserves the right to transfer the Project to another source. All additional expenses arising from such transfer will be charged to the original submitter of a proposal or contractor and are due forthwith.

**17. Title and IP Right to the Work**

Title and intellectual property interest ["IP"] to the work described in this RFP ["the work"] and any part thereof vests in the City upon delivery and acceptance thereof by or on behalf of the City. The risk of loss or damage to the work or part thereof so vested shall remain with the successful proponent Contractor until its delivery of the work in full. Any vesting of title or IP shall not constitute acceptance by the City of the work and shall not relieve the successful proponent of its obligation to perform the work. The successful proponent shall indemnify and save harmless the City and its employees and agents against any claim, action, suit or other proceeding for any payment or enforcement of any right or remedy that results from or is alleged to result from the creation of or provision of the work or the use or disposal of anything furnished in relation to the work.

**18. Insurance**

Any selected proponent shall be required to provide Commercial General Liability Insurance, structured on a "per occurrence" basis, and motor vehicle liability, in the amount of no less than two million dollars (\$2,000,000.00). WSIB coverage shall be provided as required by or available under law. Additional insurance may also be required depending on the nature of bids submitted. Policies shall be in a form satisfactory to the City and shall be kept in full force during the complete period. The City shall be named as an additional Insured on the Commercial General Liability policy, and any successful proponent shall provide evidence of all insurance coverages required by completing the Insurance Certificate provided by the City, and proof of WSIB coverage, before the City shall enter into of a contract in relation to this Request for Proposal.

**19. Enforcement**

Any successful proponent will have to enter into a legally binding agreement with the Corporation of the City of Kingston. Where any breach of the terms of that agreement should occur, the City shall review all legal remedies available to it and use any appropriate remedies to protect the interests of the Corporation of the City of Kingston including law suit or application before the appropriate court or tribunal. All submitters of proposals in response to this RFP hereby acknowledge and attorn to the jurisdiction of the choice of the City of Kingston in any such legal process.

**20. Opening Process**

The following processes shall be used when RFP submissions are opened:

- a. Over \$50,000 - only the name of each proponent will be released at the time of opening. The pricing component and the ranking of all accepted submissions will be reported to council.
- b. Less than \$50,000 - The prices of the successful proponent may be released after award. The pricing submitted from unsuccessful proponents will not be released.

**21. Privacy and Freedom of Information**

All submissions and attached materials received in response to this [RFP/tender] are deemed to be the property of the City of Kingston as of the date of their submission except to the extent they are protected as third party material under applicable privacy law. The Municipal Freedom of Information and Protection of Privacy Act (MFIPPA or the Act) applies to all tenders, quotations and proposals submitted to the Corporation of the City of Kingston (the City). Tenders, quotations and proposals will be received in confidence and are subject to the disclosure requirements of the Act. Pursuant to orders made by the Information and Privacy Commissioner/Ontario, the City shall not withhold the following information from tenders, quotations or proposals, if requested through the MFIPPA process by any person or business:

- the cover letter to the tender, quotation, or proposal;
- the table of contents;
- lists of figures, tables, and appendices; and
- any information regarding the form and structure of a tender, quotation or a proposal (i.e. information which may disclose the manner in which the document is constructed).

Bidders/proponents should identify any portions of their tender/quotation/proposal which contain a trade secret, scientific, technical, financial, commercial or labour relations information supplied in confidence and which will cause harm if disclosed. The City of Kingston cannot ensure that any given portion of any materials received in response will not be ordered released under MFIPPA.

**D. FORM OF IRREVOCABLE OFFER**

I hereby offer to provide the requirements under **Request for Proposal No F31-PWS-SW-2012-3** to the Corporation of the City of Kingston according to the terms set out in this Proposal as well as in the RFP including the requirement for and acceptance of a formal contract acceptable to the Corporation of the City of Kingston. I also agree that this irrevocable offer shall be open to acceptance by the Corporation of the City of Kingston for a period of one hundred-twenty (120) days from the closing date for the receipt of Proposals.

**WITNESS** \_\_\_\_\_

**SIGNED** \_\_\_\_\_

OR

**NAME** \_\_\_\_\_

(Affix Company Seal if applicable)

**TITLE** \_\_\_\_\_

**COMPANY** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**CITY/PROV.** \_\_\_\_\_

**POSTAL CODE** \_\_\_\_\_

**TELEPHONE** \_\_\_\_\_

**FAX NO.** \_\_\_\_\_

**EMAIL .** \_\_\_\_\_



**SCHEDULE A Addendum Acknowledgement**

I/We acknowledge that I/we have received Addendum No. \_\_\_\_\_ to \_\_\_\_\_ inclusive, and that all changes specified there in have been included in the prices submitted.

**SCHEDULE B Technical Proposal**

Submit a complete Technical Proposal as described in Section B.6.8.

**SCHEDULE C Price Proposal**

The Proponent is required to provide Unit Prices for the curbside collection and transportation of recyclable materials in the City of Kingston. Prices are to be as specified in the following table:

<b>Collection Frequency</b>	<b>Service Area</b>	<b>Estimated Annual Tonnage</b>	<b>Unit Price</b>	<b>Estimated Annual Price</b>
1. Four (4) day (Tue – Fri)	East & West Kingston	6,000 tonnes	\$_____ / tonne	\$_____
2. Five (5) day (Mon – Fri)	East &, West Kingston	6,000 tonnes	\$_____ / tonne	\$_____
3. Four (4) day (Tue – Fri)	East, West and Central Kingston	10,000 tonnes	\$_____ / tonne	\$_____
4. Five (5) day (Mon – Fri)	East, West and Central Kingston	10,000 tonnes	\$_____ / tonne	\$_____

**SCHEDULE D List of Acceptable Recyclable Material Currently Collected**

This is not an exclusive list, and is subject to revision. It is provided in order that proponents are able to understand in general what is expected to be collected.

**BLUE BOX**

All plastic household food and beverage containers and rigid plastic packaging including:

- #3 and #7
- #1 thermoforms
- Blister packaging
- Clamshells
- Small nursery planting flats and pots
- Rigid and expanded polystyrene
- Single use water cooler bottles

Metal cans including:

- Aluminum
- Steel
- Spiral wound composite cans with metal ends

Glass including both clear and coloured containers.

Items not collected in the Blue Box include:

- Aerosols, empty paint cans, toys, piping, plastic bags (they go in the grey box), 10 litre pails and larger, ceramics, Styrofoam “peanuts”, foam packaging, and laundry baskets.

**Plastic and metal items are co-mingled and delivered to the “pit” area inside the MRF.**

**Clear glass is kept separate from coloured and both are delivered to bunkers outside the MRF.**

**GREY BOX**

Paper products including:

- Newspapers, flyers, fine paper, junk mail, greeting cards, telephone books and magazines.

Boxboard items including:

- Cereal boxes, drink trays, paper towel tubes and fibre egg cartons.

Polycoat including:

- Milk and juice cartons, juice boxes, tetra-pak and paper coffee cups.

Film plastic including:

- Grocery bags, rinsed milk bags and newspaper sleeves.

Corrugated cardboard including:

- Up to six bundles (90x60x20cm) per collection.

Items not collected in the Grey Box include:

- Greasy pizza boxes, gift wrapping, cereal box liners, plastic food wrap, “crinkly” plastic packaging and pet food bags.

**Cardboard is kept separate from other Grey Box items and delivered to the OCC bunker.**

**Other Grey Box items are delivered to the tipping floor inside the MRF.**

**SCHEDULE E Collection Statistics and Records**

**East & West Kingston**

	2008	2009	2010	2011*	2012
January	484,080	457,150	442,210	447,940	504,140
February	415,620	355,930	352,910	409,490	435,370
March	374,810	378,050	403,840	457,660	473,850
April	468,410	452,770	457,390	454,590	417,900
May	478,510	448,650	446,950	502,210	
June	424,580	444,390	476,800	510,390	
July	487,880	468,140	447,600	455,450	
August	420,900	374,590	409,410	481,160	
September	442,440	458,300	492,400	511,810	
October	482,380	447,930	453,320	472,460	
November	439,930	426,920	479,490	532,430	
December	495,150	524,070	535,410	569,510	
<b>Totals</b>	<b>5,414,690</b>	<b>5,236,890</b>	<b>5,397,730</b>	<b>5,805,100</b>	<b>1,831,260</b>

**Central Kingston**

	2008	2009	2010	2011*	2012
January	313,010	286,830	277,970	279,160	303,980
February	265,810	224,480	243,210	236,700	261,850
March	292,620	271,840	284,910	285,240	288,860
April	321,360	294,870	207,040	299,770	285,120
May	319,110	285,250	288,520	312,280	
June	304,880	290,850	290,030	295,130	
July	296,530	276,160	268,340	253,480	
August	264,090	250,860	263,500	285,500	
September	325,930	286,820	304,380	316,150	
October	335,180	290,960	284,490	294,940	
November	299,450	303,930	329,400	318,820	
December	329,520	300,810	309,790	334,050	
<b>Totals</b>	<b>3,667,490</b>	<b>3,363,660</b>	<b>3,351,580</b>	<b>3,511,220</b>	<b>1,139,810</b>

\*Started All Plastics in April 2011  
 Grey box =79% of tonnage +/- 1% from 2008 - 2011  
 All numbers in kilograms

	<b>Fibres</b>	<b>Containers</b>	<b>Glass</b>
<b>Multi-residential Carts</b>			
East & West Kingston	130	97	52
Central Kingston	478	334	228

**Participation:** Summer 2011 = 92.1%      Fall 2011 = 92.4%  
 Winter 2012 = 90.5%                      Spring 2012 = 92.3%  
 Overall last four quarters = 91.8%

**Private Roads with Common Recycling Point and Approximate No. Residential Units**

Bateau Lane - 6  
Cartwright Point - 25  
Cottage Farm Road - 15  
Gibraltar Road - 4  
Sandy Beach Lane - 10  
Shore Road - 10  
Stephentown Creek - 10  
Sunset Boulevard - 6  
Turcotte Lane - 10

**SCHEDULE F Certificate of Insurance**



**CERTIFICATE OF INSURANCE**  
The Corporation of the City of Kingston

This is to certify that the insured named below is insured as described below.

PROJECT/CONTRACT/LEASE/AGREEMENT/PERMIT/TENDER to which this certificate applies - **MUST BE SPECIFIED**  
RFP F31-PWS-SW-2012-03 Curbside Recycling Collection

**NOTE: ORIGINAL CERTIFICATES SIGNED BY YOUR INSURER OR INSURANCE BROKER ONLY WILL BE ACCEPTED**

Name of Insured	Telephone Number ( )- -	
Street Name (of Insured)	City	Postal Code

Type of Insurance	Insurer's Name	Policy Number	Effective Date			Expiry Date			Limits of Liability
			YR	MO	DAY	YR	MO	DAY	
Commercial general liability									
<input type="checkbox"/> umbrella									
<input type="checkbox"/> excess									
<input type="checkbox"/> other:									
Motor vehicle liability									
<b>Motor Vehicle Liability – as per list of vehicles on file with insurer</b>									

Commercial General Liability – Occurrence Basis, Including Personal Injury, Property Damage Broad Form Property Damage, Contractual Liability, Non-Owned Automobile Liability, Owner's and Contractor's Protective Coverage, Products – Completed Operations, Contingent Employers Liability, Cross Liability Clause and Severability of Interest Clause.

Tenants Legal Liability  No OR  Yes... (limit)      Liquor Liability  No OR  Yes

AMOUNT OF DEDUCTIBLE (property damage and/or bodily injury)      \$

THE CORPORATION OF THE CITY OF KINGSTON, Kingston-Frontenac Library Board, the Kingston Police Services Board, Kingston Hydro Corporation., 1425445 Ontario Ltd. (Utilities Kingston) and 1425447 Ontario Ltd. have been added as **ADDITIONAL INSURED**s (not as additional named insured), but only with respect to their interest in the operations of the Named Insured and in respect to commercial general liability and umbrella/excess.

This is to certify that the Policies of Insurance as described above have been issued by the undersigned to the Insured named above and are in force at this time. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

If cancelled or changed in any manner that would affect the City of Kingston as outlined in coverage specified herein for any reason so as to affect this certificate, thirty (30) days prior written notice by registered mail or facsimile transmission will be given by the insurer(s) to:

The Corporation of the City of Kingston  
Attn: Marjorie Robinson  
216 Ontario Street  
Kingston, ON K7L 2Z3 FAX: (613) 546-6156

Date	YR.	MO.	DAY	Name of Insurance Company or Broker (completing form)			
Street Name (Insurer or Insurance Broker)				City		Postal Code	
Name of Authorized Representative or Official (please print)				Telephone Number ( )- -		Fax Number ( )- -	
<u>Signature of Authorized Representative or Official</u>							