



City of  
Peterborough

## Request for Proposals Document No. P-XX-14

### Collection and Transportation of Recyclable Material

#### Closing Date and Time

Thursday, [insert date - M/D/Y] before 3:00:00 p.m. local time

#### Proposal Deposit

Mandatory - See **Item 5.1.1** for details

#### Distribution

Potential Proponents must provide contact information to the City, by email to [tenders@peterborough.ca](mailto:tenders@peterborough.ca), in order to be placed on the Distribution List, and to be advised of any addenda or further information that may be issued.

#### The Accessibility for Ontarians with Disabilities Act or “AODA”

AODA is meant to create accessibility for all Ontarians with disabilities by January 1, 2025. The Integrated Accessibility Standards; or “IAS”; were made law as Ontario Regulation 191/11. This bid solicitation document aims to communicate in a manner that is accessible to everyone by incorporating the following standards:

- a. Use minimum font size and appropriate font family: Arial 12;
- b. Use bold for emphasis, not italics and underlining;
- c. Use sentences written in a combination of upper and lower case letters;
- d. Align text to the left margin;
- e. Use standard date format, e.g. yyyy-mm-dd;
- f. Use page numbering - see header.

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## **1.0 Introduction**

### **1.1 General Information**

The City of Peterborough, or the “City”, appreciates your interest in this Request for Proposals, or “RFP”.

Through this RFP, the City is requesting Proposals from qualified firms for the provision of curbside collection services of recyclable material, and transportation of these materials to an approved Material Recovery Facility (MRF).

RFP submissions must be from firms or companies that are qualified Contractors to perform the Work 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.

Refer to **Section 7.0** for detailed specifications. The City reserves the right to reject any Proposal submission that does not meet the general intent of this RFP.

Notwithstanding any terms or conditions contained in this RFP, the City reserves the right to award the Contract in whole or in part; to one or more successful Proponents; or to cancel this RFP for reasons that are in the best interest of, and provide the best value, for the City.

This RFP will be awarded to one successful Proponent.

### **1.3 Attachments**

The following Attachments are provided for information purposes.

Attachment 1 - – Representation, Warranty and Acknowledgement Regarding  
Accessibility Training

Attachment 2– Sample of Agreement to Bond

Attachment 3 – Procedure for Handling of Sharps

Attachment 4 – Map Of Collection Days

Attachment 5 – Multi-Residential Unit Locations

### **1.4 Appendices**

The Appendices listed below are included in this RFP. They are to be completed and submitted as part of the Proposal

Appendix A – Submission Cover Page and Checklist

Appendix B – Acknowledgements

Appendix C– Pricing

Appendix D – Sub-Contractors/Suppliers/Sub-Consultants

Appendix E – Statistics

Appendix F – Downtown Collection Area

Appendix G – GSP

Appendix H – Waste Management By-law

### 1.5 City Representative

The City representative shall be referred to as the “Owner”.

City of Peterborough

500 George Street North

Peterborough, ON K9H 3R9

Representative: Virginia Swinson, Waste Diversion Section Manager

Email: [vswinson@peterborough.ca](mailto:vswinson@peterborough.ca)

Fax: 705-876-4621

### 1.6 General Definitions

“**Acceptable form of collateral**” means certified cheque, money order, bank draft, irrevocable letter of credit, or bid bond issued by a surety company licensed and qualified to function in the Province of Ontario.

“**Agreement to Bond**” means a letter or form issued by a licensed bonding agency advising that, if the Proponent is successful, the bonding agency will issue required bond(s).

“**Award**” means the acceptance of a Proposal in accordance with this RFP.

“**Bid Solicitation**” means a formal competitive procurement process.

“**Budget**” means an amount approved by Council for operating expenses or capital projects.

“**Certificate of Insurance**” means a certified document issued by an insurance company licensed to operate by the Province of Ontario, certifying that the Proponent is insured in accordance with the City’s requirements.

“**Change Order**” means a written order issued from the City that changes the scope or specifications of the Work.

“**City**” means The Corporation of the City of Peterborough.

“**Collection**” means the collection of Recyclable Material and includes delivery to the MRF, or any other facility designated by the City Official.

“**Contract**” means a binding agreement between the City and one or more other parties, which has been duly authorized and executed, in accordance with the City’s Purchasing By-law.

“**Contract Documents**” means the RFP and any addenda, the Contract and the successful Proponent’s Proposal.

“**Designated Collection Area**” means that area within the municipal limits that is designated to receive the collection of recyclable material either singularly or in total.

“**City Official**” means the municipal representative designated by the City to manage the contractor, or person(s) designated by them.

“**Goods/Services**” means supplies, equipment, maintenance, and professional services.

“**ICI Locations**” means Industrial, Commercial and Institutional locations.

“**Incomplete Route**” means three (3) or more consecutive collection locations, or such other number as may be determined by the City Official that was not collected by the Contractor within the specified times on the specified route.

“**Material Recovery Facility**” or “**MRF**” means the Waste Management Receiving Facilities for Recyclable Material as described in this RFP.

“**OCC**” means old corrugated cardboard which is a recyclable material as defined in the applicable Waste Collection By-law as amended from time to time.

“**Owner**” or “**Authority**” or “**Corporation**” means The Corporation of the City of Peterborough, or designate.

“**Proponent**” means a person or Company that submits a Proposal.

“**Recyclable Material**” is defined in the applicable Waste Collection By-laws as amended from time to time.

“**Successful Proponent**” means the person, partnership or corporation, e.g. a contractor/consultant/vendor, and any employee, agent, representative or officer, or sub-contractor/supplier/sub-consultant thereof, that has been successful in the award of a Proposal and thereby agrees to supply the goods and/or services under the terms of the RFP and is undertaking the Work as identified in the Contract.

“**Proposal**” means a written submission and offer, received from a Proponent in response to a public invitation to provide goods and/or services based on an approved format of the City, and containing terms and conditions.

“**Proposal Deposit**” means a certified cheque, money order, bank draft, irrevocable letter of credit, or bid bond issued by a surety company licensed and qualified to function in the Province of Ontario, submitted by a Proponent as evidence of their commitment to enter into a Contract to do the work outlined in the Request for Proposals.

“**Request for Proposals**” or “**RFP**” means a solicitation from the City to potential Proponents to submit a Proposal.

“**Surety**” means a specified dollar amount in the form of a certified cheque, bid bond, performance bond, labour and materials bond, letter of credit or any other form as deemed necessary and stated in a Quotation, Proposal or Tender request issued by the City.

“**Waste Collection By-Law**” means the By-law passed by the City providing for and governing the collection of recyclables within the City.

“**WHMIS**” means Workplace Hazardous Materials Information System.

“**Work/Project**” means the goods and/or services supplied by the successful Proponent pursuant to the Contract, and include all labour, materials, equipment, and any other items, which are required to execute the Contract

## 2.0 Closing Date and Time

Sealed Proposals are to be submitted to the City of Peterborough, Corporate Services, Tenders and Proposals, Main Floor, City Hall, 500 George Street North, Peterborough, ON, **before 3:00:00 p.m. local time, on Thursday, November 26, 2015**; or the “**Closing**”.

The time registered on the City Hall digital clock, will be considered the official time of day when determining exact time of submission. All Proposals received before the Closing will be marked by City staff with the date and time received.

Proposals will not be accepted after the Closing.

## 3.0 Opening Date, Time and Results

All Proposals received on time will be opened in public on **Thursday, November 26, 2015 at 3:15 p.m local time**, at City Hall.

As this is an RFP for which a number of criteria will ultimately be evaluated, only the names of Proponents who have submitted a Proposal will be identified at the Opening and made available, after the Opening, on the City website at [www.peterborough.ca/tenders-quotes-proposals](http://www.peterborough.ca/tenders-quotes-proposals). . Financial information will not be publicly disclosed. All information is unofficial, subject to review and award.

Proponents will not be notified in writing of the Proposal Opening results.

## 4.0 City Contacts

### 4.1 Contacts

Proponents may only contact Virginia Swinson, **in writing only**, by email to [vswinson@peterborough.ca](mailto:vswinson@peterborough.ca), or by fax to 705-876-4621, with questions related to the detailed specification, drawings, if applicable, or the nature of the goods/services requested in this RFP.

Questions related to the bid solicitation process itself should be addressed only to Bernadette Lawler or Marla Sutherland of Corporate Services, **in writing only**, by email to [tenders@peterborough.ca](mailto:tenders@peterborough.ca), or fax to 705-876-4607.

In accordance with Part 5, Section 10 (6) of the City’s Purchasing Policy By-law 10-132, City Council members and employees, other than the employees who are the official City Contacts identified in the RFP, are prohibited from



discussing any aspect of an RFP process with a prospective Proponent, from the time the RFP is issued until such time as an award report has been prepared and submitted to the appropriate approval authority.

Proponents are cautioned, therefore, to deal exclusively with the City Contacts referenced in this Section.

#### 4.2 Errors, Omissions and Questions

The City shall not be held liable for any errors or omissions in any part in this RFP.

Proponents with questions related to this RFP, finding errors in, or omissions from the drawings or documents, or having any doubt as to the meaning or intent of any part of the RFP, must fax or email a City Contact listed in this Section, **providing reference to the applicable Section(s) and Item number(s), before 12:00 NOON local time, on Wednesday, November 18th.** This will allow staff time to respond or to prepare and distribute an addendum, as necessary, and to allow time for Proponents to receive and process the new information. Questions received after this date and time will not be addressed.

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

Nothing in the RFP is intended to relieve the Proponent from forming their own opinions and consideration with respect to the matters addressed in the RFP.

The RFP, all attachments, appendices and addenda, if applicable, are available on the City website at [www.peterborough.ca/tenders-quotes-proposals](http://www.peterborough.ca/tenders-quotes-proposals) **[Insert RFP #]**.

## 5.0 Instructions to Proponents

#### 5.2 Addenda

It may be necessary for a variety of reasons to issue addenda that may include, but not be limited to:

- a. Correction to, or clarification of, the RFP;
- b. Extension of the Closing Date;
- c. Retraction or cancellation of the RFP; or
- d. Response to Proponent's questions.

All Proponents must register with Corporate Services, at [tenders@peterborough.ca](mailto:tenders@peterborough.ca), providing company and contact information, including mailing and email addresses, phone and fax numbers, in order to be advised of addenda, if issued, or further information, and to be placed on the Distribution List.

All addenda issued to registered Proponents will include a covering letter, asking the recipient to confirm receipt of the most recent addendum and any previous addenda.

Addenda will be emailed or faxed to the latest contact information, as provided by the Proponent. It is the Proponent's responsibility to notify Corporate Services of any change to their contact information.

Although the City will make every reasonable effort to ensure a Proponent receives all addenda issued, it is the Proponent's ultimate responsibility to ensure all addenda have been received and are reflected in their Proposal.

The Proponent shall confirm the number of addenda received, when completing **Appendix B**.

All addenda will be posted on the City's website at [www.peterborough.ca/tenders-quotes-proposals](http://www.peterborough.ca/tenders-quotes-proposals) – **[Insert RFP #]**. Proponents should refer to the website before submitting to ensure they are aware of all addenda.

### **5.3 Proposal Submission**

#### **5.3.1 All Requirements**

The City has elected to utilize a Two (2) Envelope submission format for this Request for Proposal.

***Envelope 1 must contain the Technical Proposal only and shall include at minimum the following:***

**Section 5.1: Proposal Form (original)**

**Section 5.2: Agreement to Bond**

**Section 5.4: Sub-contractor Form (if applicable)**

**Section 2.26: Table 1: Company Capabilities and Credentials**

**Proposal Details (Excluding Financial Details to be submitted in Envelope 2)**

Each Respondent must submit One (1) original and Three (3) copies of their Technical Proposal (Envelope 1); sealed and clearly marked as **“Technical Proposal”**.

***Envelope 2 must contain the Financial Proposal only and shall include the following:***

**Section 5.1: Proposal Form (copy)**

**Section 5.5: Schedule of Items and Prices**

Each Respondent must submit One (1) original and Three (3) copies (Envelope 2); sealed and clearly marked on the envelope as **“Financial Proposal”**.

Submission documents should be submitted in an envelope sealed and clearly addressed to “The City of Peterborough, Corporate Services, 500 George Street North, Main Floor, Peterborough, Ontario, K9H 3R9” and should be marked **“P-**

XXXX” – Collection and Transportation of Recyclable Material” and include the name and address of the submitting company.

### 5.3.2 Original

The Proposal shall be typed or written in ink. It shall contain original signatures, where required, and shall clearly be marked “Original” and shall include all requirements, as set out in **Appendix A**. Note: the Proposal Deposit, if required, shall be attached to the front of the Original.

### 5.3.4 Binding and Irrevocable

Offers made in a Proposal will be considered by the City to be binding and irrevocable, and shall remain open for acceptance by the City for a period of 90 days from the Proposal Closing.

### 5.3.5 Addressing Proposal for Submission

A Proposal shall be accepted only when submitted in an envelope sealed and clearly addressed to “**City of Peterborough, Corporate Services, Tenders and Proposals, Main Floor, City Hall, 500 George Street North, Peterborough, Ontario, K9H 3R9**” and marked “[**Insert RFP #**] **Collection and Transportation of Recyclable Material**” and include the name and address of the Proponent.

### 5.3.6 Collect

Proponents shall not send Proposals collect by courier or with insufficient postage. Proposals determined to be collect by courier, or with insufficient postage, will be invoiced accordingly at a later date.

### 5.3.7 Fax/Email

Faxed or emailed Proposals will not be accepted.

## 5.4 Adjustments to Proposals

Adjustment requests received by telephone, email, mail or fax shall not be considered.

### 5.4.1 Request to adjust a Proposal before Closing

A Proponent who has already submitted a Proposal may make a request to adjust their Proposal before the Closing time.

In order to make the adjustment, the already submitted Proposal may:

- a. Be returned to the Proponent for adjustment and re-submission before the Closing time; or
- b. Be superseded by the Proponent making another submission before the Closing time.

The Proposal contained in the envelope bearing the latest date and time shall be considered the intended Proposal and any others shall be considered withdrawn and will be returned to the Proponent. Authenticity of the request may be confirmed by the City.

**5.4.2 Request to withdraw a Proposal before Closing**

A Proponent who has already submitted a Proposal may request that their Proposal be withdrawn before the Closing time. The request must be provided in writing, on Company letterhead, and include contact information for verification. Authenticity of the request may be confirmed by the City. Proposals withdrawn under this procedure cannot be reinstated.

**5.4.3 Request to withdraw a Proposal during Proposal Opening**

No request for withdrawal of a Proposal shall be permitted during the Proposal Opening process.

**5.5 Indemnification and Insurance****5.5.1 Indemnification**

The successful Proponent shall, at all times, indemnify and save harmless the City, its employees and Members of Council from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever made or brought against, suffered by, or imposed on the City in respect of any loss, damage or injury to any person or property directly or indirectly arising out of, resulting from, or sustained, as a result of this Contract, provision of services or any operations connected therewith except for the negligence or willful misconduct of the City.

**5.5.2 Insurance General Information**

All insurance costs related below will be borne by the successful Proponent.

All applicable deductibles under the required insurance policies are at the sole expense of the successful Proponent.

All policies shall apply as primary and not as excess of any insurance available to the City.

All policies shall be endorsed to provide the City with not less than 30 days written notice of cancellation, change or amendment restricting coverage.

All policies shall be with insurers licensed to underwrite insurance in the Province of Ontario with an AM Best rating of no less than A-.

The successful Proponent shall ensure that all sub-contractors/suppliers/sub-consultants, if applicable, have valid coverage with the same limits and wording as outlined in any of the sub-sections of Section 5.5.

The following requirements are standard for the City and are included as an indication of the level of coverage which will be sought by the City.

**a. Commercial General Liability**

The successful Proponent shall provide and maintain, during the term of the Contract, Commercial General Liability insurance, subject to limits of not less than **\$2,000,000** inclusive per occurrence, and with a property damage deductible not to exceed **\$5,000** or as agreed to by the City. To achieve the

desired limit, umbrella or excess liability insurance may be used. The coverage shall include coverage for, but not be limited to:

- i. Bodily injury including death;
- ii. Damage to property including loss of use thereof;
- iii. Premises and operations liability;
- iv. Products or completed operations liability;
- v. Blanket contractual liability;
- vi. Cross liability clause;
- vii. Severability of interest clause;
- viii. Contingent employer's liability;
- ix. Personal injury liability;
- x. Owner's and successful Proponent's protective coverage;
- xi. Liability with respect to non-owned licensed motor vehicles;
- xii. If applicable, demolition of buildings or removal of property;
- xiii. If applicable, "Sudden and Accidental Pollution", 120 hour reporting; and
- xiv. Name the "Corporation of the City of Peterborough" as an additional insured party.

The City is to be added as an additional insured but only with respect to liability arising out of the operations of the named insured.

**b. Vehicle Insurance**

The successful Proponent shall provide and maintain, during the term of the Contract, Standard OAP 1 Automobile Policy insurance, subject to a limit not less than **\$2,000,000** with the physical damage deductible not to exceed **\$5,000**, or as agreed to by the City, for all licensed motor vehicles owned or leased by the successful Proponent to be used in the provision of the goods/services, if applicable, in this RFP.

**5.5.3 Proof of Insurance**

The Proponent shall provide, with their Proposal, proof of insurance(s) required per Item 5.5.2.

In the event that satisfactory proof of insurance cannot be provided, a letter from the Proponent's insurance company confirming that the Proponent will be able to obtain the required insurance will suffice.

**5.5.4 Certificate(s) of Insurance**

Within 10 working days of notification of award of this RFP, and prior to the start of any Work, or, on the placement, renewal, amendment, or extension of all or any part of the insurance, or, annually for the duration of the Contract, the successful Proponent shall file with the City, together with the signed Contract documents, if required, a certificate of insurance, as confirmation of coverage, and, if required, a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer, together with copies of any amending endorsements applicable to the Contract.

**If the successful Proponent does not provide the Certificate(s) of Insurance as herein requested, the Contract will be terminated.**

### 5.5.5 Maintaining Required Insurance

If the successful Proponent fails to provide and maintain insurance as required by the Contract, the City shall have the right to provide and maintain such insurance and give evidence to the successful Proponent. The successful Proponent shall pay the cost thereof to the City on demand, or the City may deduct the cost from the amount which is due to, or may become due to, the successful Proponent.

### 5.5.6 Change in Coverage

If the City requests to have the amount of coverage provided by these policies increased, or to obtain other special insurance for this Contract, the successful Proponent shall endeavor forthwith to obtain such increased or special insurance, at the City's expense, as a disbursement, and such increase to be added to the upset cost of this Contract.

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 successful Proponent until 30 days after written notice of such change or cancellation has been personally delivered to the City's Contact Person as described herein.

## 5.6 Workplace Safety and Insurance Act and Employment Insurance Act

The Proponent shall submit a copy of a current and valid "Clearance Certificate" from the WSIB with their Proposal, or documentation from the WSIB confirming their exemption.

The successful Proponent, forthwith upon being notified that they are the successful Proponent, shall provide the City with another copy of the most current and valid "Clearance Certificate" from the WSIB.

**If the successful Proponent does not provide the Clearance Certificate as herein requested, or proof of exemption, or satisfactory proof that an application is in process, the Contract will be terminated and will be awarded to the next qualified Proponent.**

During the term of the Contract, the successful Proponent shall ensure that the City is in receipt of the most current and valid Clearance Certificate. The City will not pay invoices unless a copy of the most current and valid Clearance Certificate has been provided.

The successful Proponent clearly understands and agrees that they are not, nor is anyone hired by them, covered by the City under the **Workplace Safety Insurance Act, Employment Insurance Act**, or any other act whether provincial or federal in respect of themselves, their employees and operations, and shall, upon request, furnish the City with satisfactory evidence that they have complied with the provisions of any such Acts.

Information on coverage under the **Workplace Safety and Insurance Act** can be obtained directly from the WSIB. The City is not to be deemed the employer of the successful Proponent or their personnel under any circumstances

## 5.7 Bonding

### 5.7.1 Agreement to Bond

Each Proposal shall be accompanied by an Agreement to Bond, issued to the Corporation of the City of Peterborough by a surety company licensed and qualified to function in the Province of Ontario, or 100% of the amount of the Proposal, in an acceptable form of collateral. The Agreement to Bond shall be attached to the front of the Original submission.

**Failure to provide an Agreement to Bond with the Proposal will render the Proposal null and void.**

See Attachment 2 “Sample of Agreement to Bond”.

### 5.7.2 Performance Bond and Labour and Materials Bond

Within 10 working days of notification of award of the Proposal, the successful Proponent shall furnish:

**Performance Bond** issued by a surety company licensed and qualified to function in the Province of Ontario, or in an acceptable form of collateral for 50% of the Total Annual Proposal amount, as stated in the Proponent’s Financial Proposal.

The Performance Bond shall remain in force, without reduction, for the duration of the Contract.

**Failure by the successful Proponent to provide the Bonds, as herein requested, shall cause the Contract to be terminated and the Contract will be awarded to the next qualified Proponent.**

## 5.8 Accessibility for Ontarians with Disabilities Act or “AODA”

### 5.8.1 AODA Training

- a. The successful Proponent shall ensure their employees, agents, volunteers, or others they are responsible for, complete training on:
  - i. Accessibility Standards for Customer Service, Ontario Regulation 429/07. Training module available at: [www.mcass.gov.on.ca/en/serve-ability/index.aspx](http://www.mcass.gov.on.ca/en/serve-ability/index.aspx)
  - ii. Integrated Accessibility Standards; or “IAS”, Ontario Regulation 191/11, as it is appropriate to the scope of work. The following chart outlines required training for the Work/Project:

IAS Training Category	Required
General Requirements Training	Yes
Ontario’s Human Rights Code Training	Yes
Information and Communications Standards Training	Yes/No
Employment Standards Training	Yes/No
Transportation Standards Training	Yes/No

- iii. Training modules available at:  
[www.accessforward.ca](http://www.accessforward.ca) and  
[www.peterborough.ca/AODATraining](http://www.peterborough.ca/AODATraining)
- b. The successful Proponent shall submit the completed **Attachment 1** within 10 business days of notification of award. If not submitted, the Contract may be terminated
- c. Upon request, the successful Proponent shall submit their accessibility training policies, procedures, content and records of training. The City reserves the right to require the successful Proponent, at the successful Proponent's expense, to amend their accessibility training program, if the City deems them to not be in compliance with the requirements of the AODA.
- d. The successful Proponent shall only assign the employees who have completed accessibility training, to provide services on behalf of the City.

### 5.8.2 Incorporating Accessibility into Goods, Services and Facilities

- a. The successful Proponent shall ensure accessibility design, criteria and features be incorporated into the Work/Project, where practicable.
- b. Where it is not practicable to incorporate accessibility, the successful Proponent shall provide an explanation, if requested.
- c. Public Spaces:  
The successful Proponent shall ensure new construction or redevelopment work complies with the Design of Public Spaces Standards made under Part IV.1 of the IAS regulation.
- d. Buildings:  
The successful Proponent shall ensure new construction, major renovation and change of use work complies with the Final Proposed Accessible Built Environment Standard; or "BES", July 2010. The BES does not replace or affect legal obligations under the **Ontario Building Code**; or "OBC"; and other laws relating to accessibility in the built environment. [www.peterborough.ca/FinalProposedBES](http://www.peterborough.ca/FinalProposedBES)
- e. Refer to **Section 7.0** for accessibility specifications, if applicable.

### 5.8.3 AODA Resources

- a. Government of Ontario's AccessOn website to assist public and private sector organizations in complying with the Accessibility Standards:  
[www.mcass.gov.on.ca/en/mcass/programs/accessibility/index.aspx](http://www.mcass.gov.on.ca/en/mcass/programs/accessibility/index.aspx)
- b. If you require clarification of the accessibility requirements, contact the Accessibility Coordinator by phone at 705-742-7777, or Toll-Free at 1-855-738-3755, Extension 1785, or email  
[accessibility@peterborough.ca](mailto:accessibility@peterborough.ca).



## 5.9 Short List/Interviews

The intention of this RFP is to create a short list of applicants to proceed with a possible interview and further evaluation including their financial proposal. This may alter the final scoring results. This short list will be determined based on the Respondent Selection Criteria for Proposal and Financial Score. Note that Respondents must score a minimum of 70% on the technical proposal portion in order to proceed to the financial scoring portion.

Those selected Respondents may be contacted and invited to attend an interview by members of the City.

If the Proposal Evaluation Team determines an interview process is required then a complete agenda will be provided to the Respondents prior to the interview. The City reserves the right not to interview Respondents if deemed not to be required.

## 5.10 Contract

### 5.10.1 Execution of Contract

The successful Proponent shall enter into and sign a formal Contract with the City, within 10 working days of notification of award of the Proposal, along with:

- a. Articles of incorporation and a copy of any amendments thereto;
- b. A sworn affidavit:
  - i. Confirming who, by way of attaching a Certificate of Incumbency, the officers and directors are;
  - ii. Confirming the current location of the head office;
  - iii. Confirming that the corporation is active; and
  - iv. Providing any other names under which the corporation operates.
- c. Other required documentation as per this RFP.

The City will also issue a Purchase Order to the successful Proponent in conjunction with the Contract.

### 5.10.2 Events of Default and the City's Right to Terminate Contract under Certain Conditions

The City shall have the right to terminate the Contract forthwith and without penalty, upon written notice to the successful Proponent, in the event that:

- a. The successful Proponent makes an assignment for the benefit of creditors, or becomes bankrupt or insolvent, or an order is made for the winding-up of the successful Proponent, or if a receiver is appointed on account of the successful Proponent's insolvency; or
- b. The successful Proponent refuses or fails to supply sufficient properly skilled employees or proper materials at all times to perform the Work in the manner and to the standards required under this Contract; or
- c. The successful Proponent fails to observe and comply with any provisions of law, including, without limiting the generality of the foregoing, all requirements of all governmental authorities, including federal, provincial and municipal legislative enactments, by-laws and

- other regulations now or hereafter in force which pertain to or affect the services or the conduct of the successful Proponent's business; or
- d. For non-performance, which shall mean the failure to meet the complete terms and conditions of the Contract including, but not limited to, performance, provision of requested reports etc.; or
  - e. The successful Proponent fails to institute appropriate corrective action forthwith after verbal notification by the City, which shall be confirmed subsequently in writing, of any failure on the part of the successful Proponent to comply with the terms and specifications of the Contract; or
  - f. The Work performed is not satisfactory, which the City reserves the right to determine in its sole discretion; or
  - g. Delivery requirements are not met; or
  - h. Requested reports are not provided; or
  - i. The invoiced amounts do not match the quoted prices.

The City retains the right to claim damages as a result of any such default. The successful Proponent shall be responsible for any increased cost to complete the Contract.

#### **5.10.3 Failure to Execute Contract**

In the event that the successful Proponent fails to execute the Contract or to accept the City's Purchase Order, or to file any of the documentation required in this RFP, or to meet any of the other requirements of this RFP within the specified time period, the successful Proponent agrees that the City may retain the successful Proponent's Proposal Deposit, if applicable to this RFP, and, at its discretion, cancel the Contract award and enter into a contract with the next qualified Proponent.

#### **5.10.4 Changes to Work when Contract Underway**

No deviation from the specifications shall be made by the successful Proponent in the execution of the Contract, without the written approval of the City.

The City will not pay the successful Proponent any amounts over and above the Proposal amount unless the City agrees to a price change as the result of changes in the goods/services required, and before the additional goods/services are provided.

The successful Proponent shall furnish a complete breakdown of any costs beyond the Proposal submission price to support the additional cost.

## **6.0 General Terms and Conditions**

### **6.1 Freedom of Information**

The Proponent hereby consents to the disclosure of the information contained in this Proposal, pursuant to **The Municipal Freedom of Information and Protection of Privacy Act**, R.S.O. 1990, c.M. 56; or "MFIPPA".

If a Proponent considers any part of the Proposal proprietary, the Proponent shall clearly mark such page or section of the Proposal as confidential. The complete Proposal details are not to be identified as confidential.

The Proponent shall clearly identify, if applicable, patent, proprietary, copyright rights or similar confidential information, the disclosure of which could cause them injury or damage. The Proponent is encouraged to place all such details and information within a separate section of their Proposal submission.

The Proponent acknowledges that marking any page or section as “confidential” does not automatically protect that portion of the Proposal from release, but only assists the City in making a determination if a request for information is made by a third party. Any decision made by the City to release or withhold information under MFIPPA may be appealed to the Information and Privacy Commissioner of Ontario, who may direct the release of such information or uphold the City’s decision in whole or in part.

The identity of submitting Proponents, as well as the successful Proposal amount, may be available to the public on the City website as part of the award process.

The MFIPPA Coordinator for the City is the City Clerk. Any questions regarding the MFIPPA may be directed to the City Clerk’s office at 705-742-7777, or Toll-Free at 1-855-738-3755, Extension 1819.

## **6.2 Reports and Draft Reports**

If the Proponent and the City enter into a Contract, the City, subject to the requirements of MFIPPA, may release any information received by the City, by making it available to City Council prior to, or concurrent with, the public release of any staff report which contains a recommendation based on such information, whether or not the information is incomplete or in final form.

## **6.3 Costs Incurred**

The City shall not, under any circumstances, be responsible for any costs incurred by the Proponent in the preparation of the submission, including, but not limited to, costs to prepare documentation, travel, and attendance at any site meetings, interviews or demonstrations, if required.

## **6.4 Sub-Contractors/Suppliers/Sub-Consultants**

The Proponent shall include a list of all sub-contractors/suppliers/sub-consultants whom the Proponent intends to employ in this Proposal, if applicable, by completing **Appendix D**.

If the successful Proponent wishes to substitute a sub-contractor/supplier/sub-consultant named in **Appendix D**, the successful Proponent shall provide the City with the following:

- a. Reason for the substitution;

- b. Documentation from the originally named sub-contractor/supplier/sub-consultants indicating their desire to withdraw from the Project including the reason(s) for withdrawal; and
- c. The proposed substitute sub-contractor/supplier/sub-consultant experience and competence to carry out the Work.

The City reserves the right to wave requirement b. at its sole discretion.

Employment of the proposed substitute sub-contractor/supplier/sub-consultant to perform contract Work is subject to the written consent of the City.

The successful Proponent shall be held fully responsible to the City for the acts and omissions of persons directly employed by them; for the acts and omissions of their sub-contractors/suppliers/sub-consultants; and for persons directly or indirectly employed by the sub-contractors/suppliers/sub-consultants.

In view of this responsibility for the acts and omissions of their sub-contractors/suppliers/sub-consultants, the successful Proponent shall not be obliged to employ, as a sub-contractor/supplier/sub-consultant, any person or firm to whom they object. The successful Proponent agrees to enter into a signed contract with every sub-contractor/supplier/sub-consultant that references the executed Contract between the successful Proponent and the City. The successful Proponent shall hold all sub-contractors/suppliers/sub-consultants equally responsible for safe Work performance. Nothing contained in the Contract shall create a contractual relationship between a sub-contractor/supplier/sub-consultant and the City.

#### **6.5 Assignment/Subletting**

The successful Proponent shall not assign or sublet the Contract or any portion thereof, without the prior written consent of the City. Such consent shall not release or relieve the successful Proponent from any of their obligations or liabilities under the Contract.

#### **6.6 Pricing and Taxes**

The Proposal amount shall be stated in Canadian funds and shall include all applicable charges; e.g. excise taxes, customs, freight, exchange, supply, delivery and installation costs; and any other charges as may be applicable to this RFP. **HST shall be extra.**

This offer will remain open to acceptance until the RFP is awarded to the successful Proponent for the said Work or until 90 days after the said Proposal Closing, whichever event occurs first, and that the City may at any time within that period, without notice, accept this Proposal whether any other Proposal has been previously accepted or not.

The City is not responsible for costs incurred as a result of not understanding the statements in this RFP. It is the Proponent's responsibility to seek clarification if unsure of what is expected.

The Proponent may provide pricing for trade-in of equipment, as listed on

## **6.7 Accept/Reject**

The City may accept a Proposal, in whole or in part, whether the Proposal price is the lowest or not, and may reject any or all Proposals. There is no requirement of this RFP, implied or otherwise, that the Proposal representing the lowest price would be selected or preferred.

The RFP is used as a means of evaluating a number of criteria; one of which is submitted price. It is the intent of the Evaluating Committee to recommend one successful Proponent.

Should the Proposal(s) received be unsatisfactory, the City reserves the right, in its sole and absolute discretion, to cancel or re-issue the Proposal solicitation, or negotiate for the whole, or any part, of the Work with one or more of the Proponents, commencing with the highest scoring Proponent, to arrive at a mutually satisfactory arrangement with respect to any modifications to the Proposal.

The City reserves the right to reject any Proposals submitted which may be restricted by clauses or by any agreements or by restrictive statements of any kind in a Proponent's Proposal submission.

The City reserves the right to award the Proposal to another qualified Proponent whom the City, in its sole and absolute discretion, deems appropriate.

Should the City receive only one Proposal submission for goods/services that have a known multiple-source potential, the City reserves the right to recall or cancel the RFP.

Should qualified Proposal submissions exceed the City's budget provision for this RFP, the City also reserves the right to reject or recall the RFP. See **Item 6.10**.

If no Proposals are received, the City reserves the right to enter into negotiations with any one or more persons whatsoever.

Revised Proposals will not be called for, if only minor changes are contemplated.

## **6.8 Causes for Rejection**

### **6.8.1 Reject**

The following will result in a Proposal being rejected:

- a. Proposal received late - will not be opened;
- b. Proposal received where a pre-qualification process or meeting is mandatory and has not been met by the Proponent - will not be opened;
- c. No Proposal Deposit, if required in RFP - Proponent will be notified;
- d. Correct version of Proposal form (s) not used;
- e. Proposal not complete;
- f. Proposal not legible in whole or in part;
- g. Proposal not completed in ink or type;

- h. Proposal not signed;
- i. Erasures, alterations or cross-outs not initialed in ink by the Proponent; and
- j. Other mandatory forms or details required and clearly shown in the RFP as being required upon submission of a Proposal are omitted.

#### 6.8.2 Accept

The following represent examples of circumstances where a Proposal is questioned but may be accepted after examination or correction:

- a. Proposal containing readily apparent arithmetic errors, if pricing required in the RFP, as determined during evaluation process;
- b. Proposal not acknowledging correct number of addenda issued; or
- c. Proposal Deposit, if required in the RFP, not in proper form or quantum.

#### 6.9 Rejection of Proposal when the City/Proponent Relationship Impaired

The City may reject a Proposal from a Proponent where, in the opinion of the Director of Corporate Services and the City Solicitor, the commercial relationship between the City and the Proponent has been impaired by the act(s) or omission(s) of the Proponent, within the five year period immediately preceding the date on which the Proposal is to be awarded.

The act(s) or omission(s) include, but are not limited to, the following:

- a. Threatening litigation or pursuing litigation of the City, in relation to previous contracts awarded to the Proponent by the City, or a person against whom the City is pursuing litigation. Threatening litigation means transmitting a written threat to commence a judicial proceeding;
- b. A claim has been made by the City on the Proponent, under a security submitted by the Proponent, such as a Proposal Deposit, Performance Bond or Materials and Labour Bond;
- c. The Proponent has refused to follow reasonable directions of the City or to cure a default under any Contract or Agreement with the City;
- d. The Proponent refuses to enter into any Contract or Agreement with the City after the Proponent's Proposal has been accepted by the City;
- e. The Proponent has communicated, directly or indirectly, with any other Proponent about the preparation of the Proponent's Proposal for the same goods/services;
- f. The Proponent or any person with whom that Proponent is not at arm's length within the meaning of the **Income Tax Act**, Canada, as amended, has been convicted of an offence under any taxation statute in Canada;
- g. The Proponent has been convicted under the **Criminal Code** or other legislation;
- h. The Proponent has been convicted under any environmental legislation;
- i. The Proponent has been convicted relating to product liability or occupational health or safety; or
- j. The Proponent has been convicted under the financial securities legislation.

#### 6.10 All Proposals Exceed Approved Budget

In the event that all Proposals exceed the approved budget, and staff are not prepared to seek additional funding, the originating Department Director may, in consultation with both the Director of Corporate Services and the City Solicitor, opt for one of the following:

- a. Approach the preferred Proponent to seek options to change the Scope of Work and obtain a corresponding price change for the reduced Scope;
- b. Approach the top three Proponents to seek options to change the Scope of Work and obtain a corresponding price change from each for the reduced Scope; or
- c. Advise all Proponents that the Proposal solicitation process will be cancelled, and a review of the Scope of Work will be undertaken and that a new Proposal solicitation may be issued later.

#### **6.11 Rights of the City**

The City reserves the right to communicate with one or more Proponents following the Proposal Closing to clarify elements of the submission.

The City will retain the right to ensure that an acceptable standard of use, service and operation is maintained.

#### **6.12 Invoicing/Payment**

Invoices shall be paid net 30 days from date of invoice and verification that goods/services listed have been provided to the satisfaction of the City. All invoices shall include the successful Proponent's HST number, as applicable.

#### **6.13 Electronic Funds Transfer**

The City's preferred method for payment of invoices is via Electronic Funds Transfer, or "EFT". Information may be obtained from the City Contact if the successful Proponent chooses to participate in the program. Signup is required only once. Information submitted is held in the strictest confidence and is kept on file for all future payments.

#### **6.14 Employees**

The successful Proponent and their employees shall not be deemed to be employees of the City.

The successful Proponent shall employ only orderly, competent and skillful employees to ensure that the services are carried out in a respectable manner.

In the event that any person employed by the successful Proponent, in connection with the service arising out of this Proposal gives, in the opinion of the City, just cause for complaint, the successful Proponent, upon notification by the City in writing, shall not permit such person to continue in any future service arising out of this RFP.

#### **6.15 Confidentiality**

The successful Proponent recognizes that they may, by the nature of the goods or services being provided for the City, have access to confidential information. It is understood and agreed that the successful Proponent shall hold all

information, whether confidential or not, in the strictest confidence. The successful Proponent shall not disclose, nor permit by any act or failure to act, the disclosure of any information to any third party at any time during or after the term of their Contract with the City. Nor will the successful Proponent use any information however obtained as a result of performing duties for the City for their own commercial, financial or personal advantage. The successful Proponent also acknowledges that they may be held both criminally and civilly responsible for any breach of confidentiality.

It is hereby agreed that the following information is not considered to be confidential under this Contract:

- a. Information already in the public domain;
- b. Information disclosed to the successful Proponent by a third party who is not under a confidentiality obligation;
- c. Information developed by or in the custody of the successful Proponent before entering into this Contract;
- d. Information developed by the successful Proponent through their work with other clients; and
- e. Information required to be disclosed by law or regulation, including, but not limited to, subpoena, court order or administrative order.

#### **6.16 Collusion**

The Proponent declares that this response is not made in conspiracy with any other Proponent bidding for the same products/services and is without collusion or fraud.

#### **6.17 Force Majeure**

Save and except for the payment of any monies required hereunder, neither party shall be deemed to be in default of this Contract where the failure to perform or the delay in performing any obligation is due wholly or in part to a cause beyond their reasonable control, including, but not limited to, an Act of God, an act of any federal, provincial, municipal or government authority, civil commotion, strikes, lockouts and other labour disputes, fires, floods, sabotage, earthquakes, storms, epidemics and an inability to perform due to causes beyond the reasonable control of the party.

The party subject to such an event of force majeure shall promptly notify the other party of their inability to perform or of any delay in performing due to an event of force majeure and shall provide an estimate, as soon as practicable, as to when the obligation will be performed.

The time for performing the obligation shall be extended for a period equal to the time during which the party was subject to the event of force majeure.

Both parties shall explore all reasonable avenues available to avoid or resolve events of force majeure in the shortest time possible.

This requirement shall not oblige the party suffering the strike, lockout or labour dispute to compromise their position in such dispute.



**6.18 Relationship of Parties**

The Proponent expressly acknowledges that they are an independent vendor and neither agency, partnership nor employer-employee relationship is intended or created by the resulting Contract.

The successful Proponent shall be solely responsible for all matters, if applicable, relating to statutory deduction of all taxes, employment insurance and Canada Pension and all licenses and permits which may be or become required to perform all Services.

The successful Proponent shall be solely responsible for all their personnel matters, if applicable, relating to hiring, firing, discipline, leave, remuneration, WSIB and insurance premiums.

The successful Proponent fully acknowledges and accepts their responsibility as defined under the **Occupational Health and Safety Act**.

**6.19 Conflict of Interest**

The successful Proponent covenants that the Contract will be undertaken without a conflict of interest and that, during the course of the Contract, the successful Proponent shall not undertake any work for any other client, which would result in a conflict of interest, without the prior written consent of the City.

**6.20 Deviation**

No deviation from the specifications or requirements of this RFP shall be made by the successful Proponent in the provision of the goods/services, without the written approval of the City.

**6.21 Publication**

The successful Proponent shall obtain consent in writing of the City before publishing or issuing any information regarding this Project.

**6.22 Public Relations**

The successful Proponent shall conduct themselves in a manner conducive to the maintenance of good public relations for the City.

**6.23 Non Exclusive**

The Contract awarded for this RFP shall be non-exclusive. The City may, at their sole discretion, purchase the same or similar goods/services from other sources, including, but not limited to, other Proponents, during the term of the Contract and beyond.

**6.24 Protection of Work and Property**

The successful Proponent shall be responsible for maintaining the security of the site at all times, until the completion of the Project. This requirement includes, but is not limited to, ensuring that the site is not damaged by trespassers, weather events, including rain, snow, wind, etc., or any foreseeable source of damage. In the event the City suffers any loss or damage as a result of the negligent act or omission by the successful Proponent, the City shall be

entitled to deduct the amount of the loss or damage from any amount owing to the successful Proponent and/or pursue any other remedy available at law.

The successful Proponent shall be held responsible by the City for all damage caused by themselves, including damage to subsurface or surface utilities, properties, pavement, sidewalks, curbs, buildings, homes or structures adjacent to or in the general area of the Work, through any other cause relating to the Work carried out under this Contract.

Additionally, the successful Proponent will be required to make good all such damage, at their expense, and to the satisfaction of the City. Replacement of any building component and/or operational equipment shall be the full replacement cost.

The successful Proponent shall be fully responsible for all accidents arising by reason of execution or non-execution, or non-repairs of the said Work, or by reason of any failure to comply with the requirements of this clause and shall fully indemnify the City in respect thereof.

The successful Proponent shall conduct the Work at all times with the safety of employees on the job and the safety of the public in mind. All Work shall be done in accordance with recognized safe working practices and all government requirements applying to the Work.

#### **6.25 Execution of Work**

The whole of the Work shall be completed to the satisfaction of the City and in adherence to the requirements of this RFP.

#### **6.26 Laws, Acts and Regulations**

The successful Proponent shall comply with all federal, provincial and municipal laws, statutes, regulations and by-laws, including without limitation, the **Workplace Safety Insurance Act**, the **Occupational Health and Safety Act**, and the **Environmental Protection Act**, as amended from time to time, in the transportation and delivery of said goods/services.

This Contract shall be governed and construed pursuant to laws of the Province of Ontario and the Government of Canada. In the event of conflict between the provisions of the above authorities, the most stringent provisions will apply.

Where the provisions of the above acts, and any related regulations are applicable to the goods/services provided, all the responsibilities and obligations imposed upon the successful Proponent must be assumed by the Proponent.

#### **6.27 Health and Safety**

The successful Proponent shall comply with all conditions and regulations of the **Occupational Health and Safety Act**, R.S.O.1990, the City and the Province of Ontario.

The successful Proponent shall take all necessary precautions to ensure that duties are performed safely and shall comply with all applicable provisions of

law relating to injury to persons and property on, or about, the premises where the Work is performed.

#### **6.28 Competent Supervision**

The successful Proponent shall ensure at all times that adequate and competent supervision is provided, if applicable, by a Competent Supervisor as defined under the **Occupational Health and Safety Act**, Ontario. The Supervisor shall represent and be an agent for the successful Proponent for all purposes and directions given to the Supervisor shall bind the successful Proponent.

#### **6.29 Quality Control**

The successful Proponent must ensure the regular daily supervision of staff, inspection of the Work and any other requirements to provide satisfactory performance and service. Brief periodic meetings may be required to discuss any concerns or problems at the discretion of the City Contact.

#### **6.30 Emergencies**

The City has the authority to stop the Work whenever, in its opinion, such stoppage may be necessary to ensure the proper and safe execution of the Work.

#### **6.31 Permits, Fees and Certificates**

The successful Proponent shall apply for and pay for all permits and all inspections required for the Contract and provide the City with all certificates necessary, as evidence that the Contract conforms to the law and regulations of all authorities having jurisdiction. The successful Proponent shall provide to the City copies of all plans as may be required to comply with regulations.

#### **6.32 Use of City Site(s)**

“No Smoking” is to be observed in all City buildings and on City owned property and parkland.

The successful Proponent is responsible for ensuring that no person who is impaired by alcohol or drugs shall enter and/or remain on the site. The City may cause to remove from the site, for a duration determined solely by the City, any persons not observing or complying with these requirements and such non-compliance may be cause for termination of the Agreement/Contract.

#### **6.33 Quality of Work**

The successful Proponent shall execute the whole of the Work with every possible dispatch and in a substantial and workmanlike manner.

#### **6.34 Loss, Damage and Claims**

The City will not, in any manner, be answerable, or accountable for, any loss, or damage, that shall or may happen to the said Work, or in any part or parts thereof respectively, or for any of the materials or other things used and employed in finishing and completing the Work or for any injury to any person or persons, either workers or the public, or for any damage to the adjoining property. The successful Proponent will properly guard and make good all damage which may arise or be occasioned by any cause connected with the

Contract, or the Work done by the successful Proponent, and will indemnify and keep indemnified, the City against the same, until the completion of all the Work required.

### **6.35 Failure to Comply**

#### **6.35.1 Standards and Legislation**

The successful Proponent may be required to provide written documentation that all materials supplied to perform the requirements of the RFP meet municipal, provincial and federal government standards, legislation and laws. Failure by the successful Proponent to comply with these laws, legislation, regulations, and provisions shall be just cause for the City, at its discretion, to stop performance of this Contract, until such time as the successful Proponent is in compliance with the law. The City may, at its discretion, award the Contract to any other Proponent or may re-issue the RFP. The City may set-off or assess against the successful Proponent any damages whatsoever as a result of failure to comply.

#### **6.35.2 All RFP Terms**

Failure to comply with all the terms, specifications, requirements, conditions and general provisions of this RFP, to the satisfaction of the City, shall be just cause for the cancellation of the Contract. The City shall then have the right to award this Contract to any other Proponent or to re-issue the RFP. The City shall assess against the successful Proponent any damages whatsoever as a result of failure to perform. In addition, the City may, at its discretion, stop the performance of this Contract until such time as the Contractor complies with all the provisions of this Contract.

### **6.36 Safety Requirements**

The successful Proponent must ensure that, during the performance of the Work outlined in the Contract, their personnel are equipped with and wear the necessary safety apparel, including headgear, footwear and other equipment as appropriate.

## **7.0 RFP Details/Specifications**

### **7.1 Contract Term**

The term of the contract shall be either ***Three (3) Years commencing January 1, 2017 to December 31, 2019***, or ***Seven (7) Years commencing January 1, 2017 to December 31, 2023***. The City will determine the length of contract at the time of award.

If mutually agreed to by the City and the Contractor, the City retains the option to extend the term of the contract for ***Two (2) Additional One (1) Year Terms*** based on satisfactory performance and the continuing competitiveness of pricing and services.

No alterations, additions or deletions from the accepted Proposal price will be permitted without the prior written approval of the City.

All annual contract renewals are subject to annual municipal Council budget approvals. The City will notify the successful Respondent sixty (60) days prior to expiration of the contract term to negotiate the optional renewal based on satisfactory performance and the continuing competitiveness of pricing and services.

The City does however reserve the right at its sole discretion, to obtain the same or similar services from other sources during the term of this agreement, to maintain the required service level.

## 7.2 Price Adjustments

Where applicable, the contract prices identified in the successful Proponent's Financial Proposal for this RFP will be adjusted, on an annual basis, during the **Second (2) year's term starting January 1<sup>st</sup>, 2018** and adjusted thereafter on the 1<sup>st</sup> of January.

Price adjustments will be made for fuel and general inflation on a regular basis as outlined below.

Increases, or decreases, for fuel will be made quarterly (January 1, April 1, July 1 and October 1). Price adjustments for fuel will be applied to 10% of the applicable unit rate using the following formula:

Fuel Portion Payable = 0.1 x Unit Price (from Price Form) x Average weekly Diesel Fuel Price (for Preceding Quarter)

Where the diesel fuel price will be equal to the Ministry of Energy's diesel fuel price for Toronto-East as found on <http://www.energy.gov.on.ca/en/fuel-prices/>.

For example:

Unit Price for collection was \$50 per tonne.  
Average Diesel Fuel Price for the second quarter of 2013 was \$1.10 per Litre  
The fuel portion of the unit rate adjustment beginning the third quarter of 2013 would be:

$$(0.1 \times \$40 \times \$1.10) = \$4.50$$

The remaining 90% of unit rates will be adjusted for inflation annually on January 1 of each year. Annual adjustments (either increases or decreases) will be made to payments using the formula:

General Inflation Payable = 0.9 x Unit Price (from Price Form) x (CPI December previous year/CPI December current year)

The Consumer Price Index will be equal to the Consumer Price Index for Ontario excluding gasoline, by Statistics Canada as found on <http://www.statcan.gc.ca/pub/62-001-x/2012002/t055-eng.htm>.

For example:

Unit Price for recycling collection (from Price Form) was \$50 per tonne  
 CPI for June 2014 is 115.4  
 CPI for June 2013 is 117.2

The general inflation portion of the Unit Price beginning June 1, 2014 would be:

$$(0.9 \times \$40 \times 117.2/115.4) = \$36.56$$

In this example, the total payable, per stop, beginning June 2014 would be \$40.96 (\$4.40 + \$36.56).

### 7.3 Non Performance

If the Contractor fails to complete the Services in accordance with its obligations under the Contract, the City shall assess liquidate damage (“**Liquidated Damages**”) for every instance of non-performance in accordance with the following table:

Incident	Amount	Unit
Late collection after time specified	\$500	per route
Failure to respond to resident complaint as directed by the City Official or their designate	\$250	per incident
Failure to return for missed collection as directed by the City Official or their designate	\$250	per incident
Repeated occurrence of improperly replaced containers	\$250	per incident
Discourtesy or inappropriate behaviour by Contractor’s staff	\$500	per incident
Contractor’s staff scavenging recyclable materials	\$500	per incident
Failure to resolve damage claim to resident’s property	\$500	per incident
Failure to submit reports or submission if falsified reports	\$500	per incident
Failure to clean up spillage of material	\$500	per incident
Failure of AVL <sup>1</sup> system to operate 95% of the time averaged monthly	\$500	per month
The Contractor will not mix or contaminate Recyclable Material streams	\$500	per incident

<sup>1</sup> GLOBAL POSITIONING SATELLITE (GPS) – AUTOMATED VEHICLE LOCATOR (AVL) SYSTEM

The parties agree that, since it would be difficult to ascertain precisely the losses to the City in the event of non-performance by the Contractor, such Liquidated Damages constitute a genuine pre-estimate of the damages that the City will suffer as a result of non-performance by the Contractor.

Where the City assesses Liquidated Damages against the Contractor in accordance with the table above, the City shall be authorized to deduct the amount(s) of such Liquidated Damages assessed in any single month against the invoice received from the Contractor for that same month. In each case, the City shall be authorized to deduct the appropriate amount from the invoice received from the Contractor that corresponds to the month in which the event(s) of non-performance occurred.

In addition, in lieu of assessing Liquidated Damages, the City shall be authorized, acting reasonably and in accordance with the spirit of the Contract:

- to require the Contractor to repeat the Services not performed in accordance with the Contract at no cost to the City; or
- to withhold payment and make arrangements for the City to provide and perform by its own forces or those of another contractor the Services and deduct the extra cost incurred by the City in so doing from any payment due to the Contractor.

For the avoidance of doubt, the rights and remedies referred to in Section 7.3 shall be considered without prejudice to any other right or remedy the City, or any one of them, may have under this Contract or in law nor shall they relieve the Contractor of any obligations under the Contract in respect of the Services.

#### **7.4. Basis of Payment**

The Contractor shall be paid based on monthly invoices from the Contractor to the City, based on a per tonne rate for all materials collected as specified in this document. The tonnage will be based on incoming tonnage recorded at the MRF scales on the City's scale software system ("Tracker"). The Contractor will be paid at the rate of one hundred per cent (100%) of the Work performed, less all deductions.

Prior to the first billing, the Contractor will contact the City to establish the form of the first invoice for the duration of the Contract.

Where there is a question of non-performance by the Contractor of the Work, the City may withhold payment, in whole or in part, at its discretion.

Monthly payments must not be taken or construed as an acceptance of the Work performed or as an admission that the City is in any way liable to the Contractor in respect thereof. The City shall not be liable to pay any money to the Contractor except as provided above, and upon payment of the Contractor's invoice as

adjusted, the City shall be released from all claims or liability to the Contractor for anything done, furnished for or relating to the Work.

## **7.5 Summary of Services to be Provided by the Contractor**

### **7.5.1 General Conditions**

- I. By no later than July 1, 2016, the Contractor shall submit to the City Official for approval, a complete list of their proposed Collection days and detailed route maps for the designated collection area. Each Collection route shall be identified by a number and the list shall cover a normal week's operation showing the number of collection vehicles and employees per route for all designated Collection area. The City Official may at any time during the Contract modify or amend the daily Collection routes and the Contractor shall implement and adhere to such changes within 4 calendar weeks.
- II. After the commencement date of this Contract, no change in collection days may be made without the written approval of the City Official. Where the Contractor requests changes to the collection days, the Contractor will notify all persons affected at least 4 weeks prior to any changes, by door to door delivery of a notice and by an advertisement placed in all newspapers local to the City. This notice shall be at the Contractor's expense.
- III. The Contractor shall collect 100 percent of the Collectible Waste on each scheduled collection route on the scheduled collection day. The Contractor will ensure that non-compliance notices are placed on all non-collectible waste. Non-compliance notices shall be supplied by the City. The Contractor shall be deemed to have failed to complete 100% of a day's collection if the Contractor misses any, or all, of a designated collection route and does not return to rectify the situation on the day such collection was missed.
- IV. In no event shall the Contractor be relieved of its obligations set out in this section. For reasons that without limiting the generality of the foregoing, contractor shall not be relieved of strict performance of its obligations in Section 7 due to:
  - Strike
  - Staff shortages
  - Collection vehicle breakdown
  - Collection vehicle shortage
  - Quantity of materials to be collected
  - Weather conditions, unless determined to be unsafe by the City Official
- V. If the Contractor encounters any impassable obstruction including without limitation, utilities or other contractors working on the travelled portion of the Collection route, they will notify the City Official immediately of the location and will return at least once that day at a mutually agreeable time, to collect Collectible Waste.



The following are deemed not to be impassable obstructions:

- Parked vehicles
- Moving vans
- Snow banks
- Ditches
- Roads under construction\*

\*If a road is closed due to construction, the City shall have the construction contractor collect all recycling and place it at a designated collection point adjacent to the construction area which is accessible to the Contractor, and the Contractor shall collect all such material. The recycling containers will be returned to the residents by the construction contractor.

- VI. The Contractor shall return all emptied containers to the location from which they were retrieved for Collection. Care shall be used not to damage any containers during Collection. The Contractor shall be responsible for replacing any containers damaged as a result of Collection.
- VII. Where the City replaces Containers due to negligence of the Contractor, the cost of the replacement Containers may be deducted from the Contractor's monthly payment.
- VIII. The Contractor shall ensure that all Collection vehicles are equipped with a broom, shovel, and supply of absorbent agents for the purpose of cleaning spills wherever they may occur, including public streets and the Materials Recycling Facility.. The Contractor will immediately clean-up all spills of liquid or debris caused by the Collection operation, at their own expense and notify the City Official.
- IX. The Contractor assumes responsibility for Collection from any new residential developments and IC&I locations, where applicable to the Contract, within the City when directed by the City Official. For greater certainty, there shall be no increase to the unit price(s) set out in the Form of Proposal for these added collection responsibilities.
- X. The Contractor shall provide unlimited collection of Recyclable Material from all designated single family residential, multi-residential, small commercial, and municipal locations in the collection area each week.
- XI. The Contractor shall supply to the City Official a list of all collection vehicle numbers and corresponding license plate numbers for the collection vehicles used under this Contract. Should any vehicle breakdown occur during the day, the Contractor shall immediately replace the disabled vehicle and shall immediately notify the appropriate City Official of the vehicle number and license plate of the replacement vehicle.
- XII. The Contractor shall not be paid for any Recyclable Material disposed at any Waste Management Site or Material Recovery Facility if the license number of

those collection vehicles has not been provided to the appropriate City Official in advance.

- XIII. The Contractor shall observe the City's Procedure for Handling of Sharps (Needles, Syringes) for any needles or syringes that are encountered during collection (see Attachment 3).
- XIV. The Contractor will co-operate fully with the City Official in implementing and operating projects and programs that the City, and/or Provincial and/or Federal Government develop and legislate to divert waste from disposal.

### 7.5.2 Operating Hours

- I. The Contractor will undertake the collection of Collectible Waste for all residential, municipal and commercial locations in the designated Collection area between the hours of 7:00 a.m. and 6:00 p.m., Tuesday through Friday on the scheduled collection day unless otherwise authorized by the City Official.
- II. The Contractor will undertake the collection of Collectible Waste for all multi-residential locations which utilize roll carts on Mondays, including statutory holidays which fall on a Monday, between the hours of 7:00 a.m. and 6:00 p.m.
- III. Should the regular Collection day occur on a non-Monday holiday (eg. Canada Day, Remembrance Day, Good Friday, Christmas, Boxing Day or New Year's Day), the collection day affected by the holiday shall be rescheduled at the mutual agreement of the City and the Contractor;
- IV. The Contractor shall bear, at its own expense, any additional or unforeseen costs including, but not limited to, such overtime, rates for extra forces, and cost any additional requirement or services as may be necessary to ensure continuous and uninterrupted service in accordance with Contractors obligations set out in Section 7.5.2.

### 7.5.3 Collection and Operating Provisions

- I. The Contractor shall provide unlimited collection of Recyclable Material once per week, 52 weeks of the year. Recyclable Material will be collected in two streams, and includes the following:
  - i. Stream 1
    - 1. Paper
    - 2. OCC\*
    - 3. Boxboard
    - 4. Magazines
    - 5. Books
    - 6. Film plastic

\*Residents are instructed to keep their cardboard bundled to a maximum size of 30 inches x 30 inches x 8 inches, and these may be placed alongside their blue boxes.

- ii. Stream 2
  1. Steel and aluminium cans
  2. Glass bottles and jars
  3. Plastic food and beverage containers
  4. Styrofoam
  5. Milk cartons
  6. Tetra Paks
  7. Coffee cups
  8. Empty paint and aerosol cans

The Recyclable Materials specified are subject to change at the discretion of the City and according to any future Provincial legislation.

- II. The Contractor will collect all Recyclable Material from the designated Downtown Business District (DBIA) during the evening, beginning no sooner than 9:00 p.m.. Proponents are asked to give pricing in Appendix C for Option 1 – One Collection Per Week, and Option 2 – Two Collections Per Week. The Contractor will ensure that vehicles used to collect Recyclable Material will not compact the material to a greater ratio than 2:1. Recyclables may be moderately compacted during collection and transportation to the MRF, subject to the review by the City to determine if the state of the recyclables is acceptable. The City is the final arbiter of the acceptability of the material, and no claim is to be made if the City was to decide to reduce the amount of compaction or to eliminate compaction of the recyclables.
- III. The Municipality shall be entitled to make changes to the Service in accordance with this Section. If the City requires a change in the Services, the City Official shall notify the Contractor of the change in the Services describing the required change in the Services in sufficient detail so as to enable the Contractor to calculate and provide a change in costs estimate (the “Estimate”), if any, and requiring the Contractor to provide the Municipality with the Estimate within fifteen (15) Working Days of receipt of the Municipality’s notification. As soon as practicable after the City receives the Estimate, the parties shall discuss and agree to the issues set out in the Estimate, including providing evidence that the Contractor has used best efforts, including (where practicable) the use of competitive quotes to minimise any increase in costs and maximise any reduction in costs, and demonstrating that any expenditure to be incurred or avoided has been measured in a cost effective manner.
- IV. If the Contractor wishes to propose a change in the Services, it must notify the City Official. The Contractor must:
  - set out the proposed change in the Services in sufficient detail to enable the City to evaluate it in full;

- specify the Contractor's reasons for proposing the change in the Services;
  - request the City to consult with the Contractor with a view to deciding whether to agree to the change in the Services and, if so, what consequential changes the City requires as a result;
  - indicate any implications of the change in the Services, including any anticipated change in the costs of providing the Services by the Contractor and any gain or loss in revenue to the Contractor potentially associated with the proposed change;
  - indicate, in particular, whether a variation to the Contract Price is proposed (and, if so, provide a detailed cost estimate of such proposed change); and
  - identify any timeframe, if applicable, by which a decision by the City is critical, explaining the reasons why.
- V. Unless the Municipality specifically agrees in writing to an increase in the Contract Price, there shall be no increase in the Contract Price as a result of a change in the Services proposed by the Contractor.

#### **7.5.4 Collection of Recyclable Material**

- I. The Contractor will transport Recyclable Material to the MRF located at 390 Pido Road, Peterborough, between the hours of 7:00 a.m. and 7:00 p.m. The Contractor's drivers shall weigh-in and weigh-out every load of recyclable material that is delivered to the MRF. All drivers must specify their name, route and truck number when weighing in. The driver must remain in the vehicle when weighing in and out.
- II. The Contractor may request extended operating hours of the MRF contractor in extreme circumstances. Any such request must be made directly to the MRF prior to 2:00 p.m. on any given collection day, and the Contractor may cancel such overtime requests up to 3:30 p.m. of the same day without penalty. The Contractor may be responsible for hourly overtime and MRF operating charges that are due to extensions to MRF operating hours requested by the Contractor..
- III. Non-collectible material will be tagged by the Contractor with a non-compliance notice, to be supplied to the Contractor by the City, and these tag notices will be used to advise the owner that material was not collected for, but not limited to, the following reasons:
  - Container contains non-recyclable material;
  - Materials not properly sorted;

- Recycling container is not suitable;
- Cardboard not flattened.

Record of tagged addresses is to be kept by the Contractor. The Designated Municipal Official reserves the right to direct the Contractor to return to any address that has reported their collection being missed if there was no tag left.

- IV. Notwithstanding that containers of Recyclable Material have been tagged with a non-compliance notice, the City Official reserves the right to direct the Contractor to collect tagged containers under exceptional circumstances.
- V. Where multi-residential complexes and municipal locations place their Recyclable Materials in roll carts (totes) that are designed to be collected mechanically, the Contractor shall provide collection of Recyclable Material from these locations once every week (Mondays) as outlined in Appendix 5 “Multi-Residential Unit Locations”
- VI. The Contractor will be responsible for making arrangements with all multi-residential locations for determining suitable collection points for Recyclable Material at each property. The Contractor will notify the City Official in writing of the collection point locations. The location of the collection points must meet the approval of the City Official.
- VII. In the event a recycling collection vehicle collecting roll carts is unable to empty the containers due to an obstruction, the Contractor will notify the owner of the complex and return later the same day to empty the containers.
- VIII. The Contractor is required to store 340 litre roll carts, provided by the City, at their facility and deliver the roll carts to designated locations as required to service new locations and replace broken carts. Broken carts are to be transported to the MRF for recycling. Serial numbers for all new and broken carts to be communicated to the City Official.
- IX. The Contractor will deliver and collect 340 litre roll carts to special events within the City as requested by the City. There are approximately 8 special events per year.
- X. In the event that a roll cart is dropped into the truck hopper during collection, the Contractor is required to return the cart to the place of origin. Should the cart be damaged, a new replacement cart shall be taken as a replacement. This is to be communicated to the City Official so that the cart inventory is updated.

### 7.5.5 Equipment

- I. The Contractor shall at all times provide a sufficient number of collection vehicles to complete the services specified in this RFP and to the satisfaction of the City Official. The collection vehicles will be properly maintained and equipped so as to provide the level of services specified in this RFP.

- II. The collection vehicles must be compatible to service the municipal programs identified in this RFP and have fully enclosed steel bodies of sufficient capacity and strength, capable of loading, and mechanically unloading all Recyclable Material, and designed to contain any debris and liquid from the Recyclable Material. The above mentioned bodies shall be mounted on an adequate truck chassis all to the approval of the City Official.
- III. Where the Contractor proposes to use an automated method to unload waste containers into the vehicle, the contractor's equipment shall be designed so as not to damage waste containers. Automated equipment to be used by the Contractor is to be identified in the Proponent's Proposal Submission, and must be acceptable to the City Official.
- IV. If the 7 year option is chosen, the primary collection vehicles must be new at the commencement of the contract. If the 3 year option is chosen, the primary collection vehicles must be no older than 7 years at any time during the Contract term. All primary vehicles must be equipped with a GPS tracking system that has a web-based interface capable of allowing City staff the ability to track collection vehicles via a website (see Appendix G Sample Automated Vehicle Locator System Minimum Specifications for Waste Collection Vehicles). The Contractor will notify the City Official no later than one month after the Contract award, of the type of GPS tracking system and software proposed to be used in the Contractor's collection vehicles. The system must be pre-approved by City Official prior to the Commence Date and be fully functional at that time.
- V. All primary vehicles used for the collection shall be painted in the Contractor's company colours. A permanent numbering system, the Contractor's Ministry of Environment permit number, and the Contractor's company name will be stenciled on the cab of all collection vehicles to accommodate the necessary accounting system for vehicles entering the designated Waste Management Sites.
- VI. In the event of equipment breakdown the Contractor will supply, at its own expense and without any unreasonable delay, sufficient alternative equipment to complete the required Work – to be acceptable to the City Official.
- VII. The Contractor shall keep the side body panels of all primary collection vehicles used for this Contract free of advertising. The City may require the Contractor to post signs or logos proclaiming messages of public interest as approved by the City Official, or to promote any aspect of the solid waste programs being carried on by the City. Any such signage or logos shall be provided by the City Official but installed by the Contractor at its expense.
- VIII. The Contractor will ensure that all vehicles on a weekly basis are washed with a proper cleaning solution, inside and outside, each week.
- IX. The Contractor will not allow or cause any collection vehicles to be loaded beyond the legal limits as specified in the Highway Traffic Act, manufacturer's specifications or in any other regulation. The Contractor will be responsible for all consequences of vehicle overloading.

- X. Where in the opinion of the City Official, equipment used by the Contractor is causing or is likely to cause damage to any public or private property, or roadway, a City Official may direct the Contractor to make changes or substitutions for such equipment at the Contractor's own expense.
- XI. Prior to the Commencement Date, the Contractor will obtain and pay for all permits or license necessary to perform this contract in accordance with all Applicable Law. The Contractor shall maintain all such licenses and permits throughout the Term of the Contract and shall provide copies to the City Official forthwith upon request.
- XII. In addition to all legally required safety equipment, all collection vehicles shall be equipped with Ministry of Transportation approved back up alert signals, flashing amber caution light mounted on the rear, and a two-way radio.
- XIII. Collection vehicles shall be equipped to protect workers from any pinch point during the packing cycle operation. A Ministry of Labour approved system shall be installed and permanently maintained on all collection vehicles.
- XIV. The Contractor shall be responsible for maintenance, repair and all other costs of the collection equipment including but not limited to fuel licensing, insurance, washing and storage.
- XV. The Contractor will maintain a sufficient number of spare collection vehicles to ensure the work is completed as specified in this RFP or as may be specified by the City Official from time to time for use in the event of vehicle breakdown. Spare vehicles may not be older than 10 years at any time during the Term of Contract. Prior to commencement of the Work, the Contractor will provide the City Official with documentation showing that the spare vehicles have been maintained to a standard satisfactory to the City Official.
- XVI. All collection vehicles shall be designed/constructed to ensure that the Recyclable Material streams do not become cross-contaminated by each other.

#### **7.5.6 Supervision and Contractor's Employees**

- I. The Contractor will provide skillful and efficient Supervisors and any necessary assistants to supervise the Work, subject to the approval of the City Official, for the duration of this Contract. The City Official shall be provided with a cell phone number, office phone number, and email address for the Supervisors.
- II. The Supervisors must thoroughly understand the Contract and be fully experienced in the Work being performed. The Supervisors will represent the Contractor and be in charge of the operation of the Contract and are authorized to accept any notice, consent, order, decision or other communication on behalf of the Contractor.
- III. The Supervisors shall monitor on a daily basis the performance of the Contract and will be responsible to follow up all customer complaints, spills and accidents that occur during the performance of the Contract.

- IV. The Contractor shall equip the Supervisors with a cellular phone capable of taking photos, sending and receiving email and having a toll free telephone number valid for calls made within the City so that the Supervisors may be contacted by City staff during operating hours.
- V. The Contractor shall, upon the written request of a City Official remove any of its front line supervisors or collection staff that in the opinion of the City Official is incompetent or has demonstrated improper conduct, and will forthwith designate another Supervisor or collection staff which is acceptable to the City Official. The Contractor shall not substitute a Supervisor without first notifying the City Official.
- VI. The Contractor agrees to provide an adequate uniform to its employees in the performance of this Contract to be worn while completing the Work and ensure that its employees are provided all proper protective equipment as required by law. Uniforms shall be kept in clean and tidy condition for term of contract.
- VII. The Contractor shall provide a full training program to ensure that its employees are familiar with the Contractor's and City's operations, complaint procedures, Occupational health and safety legislation and policy, WHMIS, hazardous spills response and all traffic laws including municipal By-laws.
- VIII. The Contractor's personnel shall be required to be respectful, courteous and shall perform all of their duties under the Contract in a manner which promotes positive public relations and customer service excellence for the Contractor and the City with the utmost regard for enhancing relations and maintaining the positive public image of the City.
- IX. The Contractor agrees that neither it, nor any of its agents or employees shall solicit or accept any gratuity for Work done in the performance of this Contract.
- X. In the performance of this Contract, the Contractor shall be responsible for and agrees to discipline or discharge any of its employees that breach any of the Terms and Conditions of this Contract, or any law, statute, regulation or By-law while engaged in the performance of this contract.

#### **7.5.7 Customer Service**

- I. The Contractor supervisor shall be available on all collection days during the hours of 7:00 a.m. to 5:00 p.m. or whenever all trucks are off the road to record complaints as well as record a description of corrective action taken. The Contractor shall provide the City Official with an e-mail address for the purpose of facilitating electronic communication between the Contractor, its Supervisor and the City.
- II. The Contractor will inspect Collection routes daily to ensure the following:
  - 100% of Collectible Waste has been collected in the manner required by the Contract
  - All containers are being returned to the correct location.
  - Employees are wearing appropriate safety equipment and otherwise observing all applicable Occupational Health and Safety laws.



- Collection vehicles are not speeding and are obeying all traffic laws and otherwise being operational in accordance with Applicable Law.
  - Claims of damage to containers and property are resolved within two working days.
  - The City Official are informed of all incidents, problems, complaints and corrective actions taken
  - Non-collectible waste and containers are tagged with non-compliance tags by the collection crews.
- III. When the Contractor observes that the performance of the Work is not being performed in compliance with the Contract Document and Applicable Law, the Contractor will immediately notify the City Official of the non-compliance and the corrective measures that will be taken to remedy the situation.
- IV. A copy of all complaints, inquiries and non-compliance issues received by the Contractor, along with a description of the corrective action taken, will be delivered to the City Official on a monthly basis.

#### **7.5.8 Reports and Statistics**

- I. The Contractor shall ensure that detailed records are kept for the Collectible Waste that is collected and disposed including a record of the number of collection vehicles emptied per day, the weight in metric tonnes of each load, and where the load was disposed.
- II. The Contractor will submit the following regular reports:
- Monthly Complaint Report which documents complaints received and their resolutions.
  - Monthly invoices for all collected Recyclable Material including weight.
  - Annual collection vehicle safety inspection reports, proof of insurance, and proof of Ministry of Environment approvals.
  - Quarterly WSIB Clearance Certificates.

The Contractor will submit the following reports as required:

- Accident reports
- Multi-Res/IC&I Cart Delivery Reports (including serial numbers)
- Blue Box and Composter Delivery Reports
- Special Event roll cart sheet
- any H&S issues i.e. found needles

#### **7.5.9 Pilot Projects**

- I. The City is committed to minimizing and diverting waste from disposal. To this end the City will continue to explore new methods and technologies for waste diversion, and may from time to time undertake a pilot demonstration project(s).

- II. In the event the City implements a pilot project, the City Official may suspend all or a portion of the Work in a specified geographic area without liability to the Contractor.
- III. The City Official may or may not require the Contractor to operate the pilot project. Should the Contractor be requested to operate a pilot project, the City Official through mutual consent with the Contractor, will establish the basis of payment prior to the commencement of the pilot project.
- IV. The City Official reserves the right to contract or partner with any person, agency or firm, for the purposes of conducting a pilot project.

## **8.0 Award and Approval**

### **8.1 Evaluation**

This is an RFP, which shall be awarded based on evaluation of the criteria set out in this Section.

### **8.2 Evaluation Committee**

An Evaluation Committee, comprised of the City's Director of Utility Services, Waste Diversion Section Manager, Collection Coordinator, and their consultant, will be evaluating submissions using the Criteria in **Item 8.6**. The City reserves the right to change the makeup of the Committee, if required.

### **8.3 Presentation and Interview**

As part of the evaluation process, the Evaluation Committee may undertake an interview process with a short-list of Proponent(s). Should this be required, a date will be determined following the Closing of the RFP.

Proponent(s) selected for an interview will be required to make a presentation on one past project that is relevant to this current Work and answer questions on their submission and presentation. The identified Project Manager must lead the presentation and interview.

After the presentation, the Evaluation Committee may amend their initial ratings, based on the results of the presentation.

### **8.4 Demonstration**

NA

### **8.5 Clarification and References**

The City reserves the right to contact any Proponent to seek clarification of the contents of their Proposal.

Some scores assigned to the various categories may be determined through reference checks.

The reference checks will be completed for the highest scoring Proponent. The purpose of reference checks is to confirm the elements contained in the RFP submission and to verify the success of the Proponent with past projects.

Should the highest scoring candidate receive one or more negative reference(s), the City, at its discretion, may remove the Proponent and proceed to the next highest candidate.

The City may investigate as it deems necessary to determine the ability of the Proponent to provide the goods/services, and the Proponent shall furnish the City all such information and data for this purpose as the City may request.

The City reserves the right to contact any or all of the supplied references and may disqualify Proponents who have been given negative performance/service and/or quality ratings by supplied references or other references contacted.

Reference checks initiated by the City may not be limited to contacting those references provided by the Proponent. The City may consider all available information, including prior performance on other City projects, prior performance with the consultant, information concerning other projects, and information provided by other clients contacted by the City as a reference.

The City reserves the right to reject any Proposal if the information submitted by the Proponent or investigation carried out by the City fails to satisfy the City that the Proponent is qualified to fulfill the obligations of the Agreement

## 8.6 Proponent Submission and Evaluation Criteria

Proposals shall be submitted based on the following format and must be submitted using the same headings as listed and topic sequence identified in Table 1 below. Failure to follow the submission requirements may result in disqualification without any further consideration within the RFP process. The Proposal submission shall include one (1) original and three (3) copies of the complete submission. Respondents are requested to provide responses to each of the section listed below.

Table 1: Company Submission Requirements			
Company Capabilities and Credentials			
Item	Category	Evaluation Criteria	Weight Value
1.	Company Profile	<ul style="list-style-type: none"> <li>◆ Company details, officials, size, number of employees, office locations.</li> <li>◆ Number of years in business.</li> <li>◆ Subcontractor (if any) company details, officials, size, number of employees, office locations.</li> <li>◆ Subcontractor (if any) number of years in business</li> <li>◆ Annual financial statements (including 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>	15

		<i>(Proponent must provide satisfactory evidence to demonstrate that the legal entity proposing to undertake the contract is in sound financial position and has the economic capacity to complete the contract. In the event that a parent or affiliate company proposes to guarantee the obligations of the contracting entity, similar evidence should be provided in respect of that parent or affiliate. Such evidence may include audited or accountant-reviewed financial statements, as well as bank or trade references. Proponents will be evaluated based on the quality of the evidence provided).</i>	
2.	<b>Experience</b>	<p>The Proponent shall describe, where applicable, their waste management experience including:</p> <ul style="list-style-type: none"> <li>◆ experience undertaking curbside waste collection as specified in the RFP document;</li> <li>◆ value and size of past and current contracts; and</li> <li>◆ The Respondent shall provide up to three (3) separate municipal references for similar services as specified and specify the duration of the contract, location and collection methods (vehicles/types of waste streams collected, etc.) utilized for past and current contracts.</li> </ul>	<b>15</b>
3.	<b>Certificates of Approval</b>	<ul style="list-style-type: none"> <li>◆ Provide copies of all Certificates of Approval/Environmental Compliance Approval required to perform the Work specified in the RFP (e.g., Waste System).</li> <li>◆ Describe any orders/charges/violations to your company by the Ministry of Environment and Climate Change as the result of any contravention of the Environmental Protection Act over the past five (5) years.</li> </ul>	<b>2</b>
<b>Human Resource Requirements</b>			
4.	<b>Organizational Plan</b>	<ul style="list-style-type: none"> <li>◆ The Proponent shall describe their proposed management of the collection and transportation program described in the RFP.</li> <li>◆ Proposed organizational structure including the name and resumes for the following key individuals as they would relate to the Work undertaken as identified in the RFP: <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>▪ Customer service; and</li> <li>▪ Any other management staff.</li> </ul> </li> <li>◆ If a specific person is not named for any of the above positions, the Proponent shall identify the position by title and description and list the key qualifications of the person who would ultimately hold the position. <ul style="list-style-type: none"> <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> </li> </ul>	<b>8</b>
5.	<b>Health &amp; Safety Plan</b>	<ul style="list-style-type: none"> <li>◆ Describe or provide your company's Health and Safety Policy.</li> <li>◆ Describe your plan to ensure that your company and its staff will deliver the Work described in this RFP in a safe manner to themselves and the public.</li> </ul>	<b>1</b>

		<ul style="list-style-type: none"> <li>◆ Describe Health and Safety training you have/will provide staff for the delivery of the Work described in this RFP.</li> <li>◆ Describe any orders/charges/violations to your company by the Ministry of Labour as the result of any contravention of the Ontario Health and Safety Act over the past five (5) years.</li> </ul>	
6.	<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.</li> <li>◆ Provide an outline and schedule of on-going staff training during the term of the contract.</li> </ul>	<b>4</b>
<b>Facilities / Equipment Requirements</b>			
7.	<b>Facilities</b>	<ul style="list-style-type: none"> <li>◆ The Proponent shall list the locations of each of the following facilities that are applicable to the Proponent's bid: <ul style="list-style-type: none"> <li>▪ office(s);</li> <li>▪ yard for storage of fleet;</li> <li>▪ vehicle maintenance facility;</li> <li>▪ other.</li> </ul> </li> </ul> <p>The evaluation will consider the travel time to the facilities and contingency plans for collection delays if facilities are not located within the service area.</p>	<b>10</b>
8.	<b>Vehicles &amp; Equipment</b>	<ul style="list-style-type: none"> <li>◆ The Proponent shall provide the following information on their collection vehicles (data sheet for each type of vehicle proposed to be supplied – new or used – primary vehicles are to be new as of time of award of the contract): <ul style="list-style-type: none"> <li>▪ number and type of vehicles required to carry out the work, as described in the RFP;</li> <li>▪ age of all vehicles and equipment to carry out each of the services identified in the RFP;</li> <li>▪ type of vehicles and equipment that would be used to carry out the work;</li> <li>▪ compartment capacity of collection vehicles;</li> <li>▪ compaction ratio;</li> <li>▪ proposed number of spare vehicles;</li> <li>▪ type of any ancillary equipment e.g. to collect carts;</li> <li>▪ indication of that primary fleet will be dedicated to the contract;</li> <li>▪ fleet maintenance plan; and</li> <li>▪ any other equipment necessary to carry out the proposed work</li> </ul> </li> </ul> <p>Supporting rationale/calculations to support the number of vehicles routinely required, calculations to support management of seasonable tonnage increases and population growth over the term of the Contract.</p>	<b>12</b>
<b>Implementation / Operational Requirements</b>			
9.	<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 specified in this RFP.</li> <li>◆ Provide a schedule (tasks/time) from award to full implementation of the services under the contract.</li> </ul>	<b>8</b>
10.	<b>Operating Plan</b>	<ul style="list-style-type: none"> <li>◆ Provide a proposed Operating Plan describing how your Company will provide each of the service(s) your Company has</li> </ul>	<b>10</b>

		<p>bid in this RFP as follows:</p> <ul style="list-style-type: none"> <li>○ proposed collection days for the City and routing;</li> <li>○ capabilities and limitations for the collection of recyclables;</li> <li>○ proposed days for collection, daily start and finish times; and</li> <li>○ plan to accommodate changes in population/number of houses requiring collection;</li> <li>○ plan to accommodate fluctuations in quantity of recyclable material throughout the year.</li> <li>○ Any other collection items.</li> </ul>	
11.	<b>Environmental Considerations</b>	<ul style="list-style-type: none"> <li>◆ Incorporate any environmental considerations in the Proponent's proposals, such as: <ul style="list-style-type: none"> <li>○ green fleet initiatives;</li> <li>○ alternative fuels;</li> <li>○ methods of increasing diversion of recyclable materials;</li> <li>○ other.</li> </ul> </li> </ul>	<b>1</b>
<b>QA/QC / Communication / Contingency Plan</b>			
12.	<b>Communication Plan</b>	<ul style="list-style-type: none"> <li>◆ Describe your intended methods of regular communication with the City through-out the course of the Contract and how the Contractor will keep the City informed about collection matters arising, intended routing changes, other service changes, alterations and the like.</li> </ul>	<b>5</b>
13.	<b>Quality Control / Quality Assurance Plan</b>	<ul style="list-style-type: none"> <li>◆ Provide an outline of how you will ensure that recyclable material set out for collection that are <u>not</u> included in the City' program will <u>not</u> be collected at the curb, how you will ensure collector consistency in proper placement of curbside containers after collection, how you will ensure adequate staff training, ongoing communication to staff to ensure the City's current quality control program is not jeopardized.</li> </ul>	<b>3</b>
14.	<b>Customer Service/ Complaints Management</b>	<ul style="list-style-type: none"> <li>◆ 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;</li> <li>◆ Describe related tracking/recording procedures and how this will be communicated to municipal staff;</li> <li>◆ Describe your after-hours response procedure/protocol;</li> </ul>	<b>5</b>
15.	<b>Business Interruption/ Contingency Plan</b>	<ul style="list-style-type: none"> <li>◆ Describe any <u>circumstance(s)</u> 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>1</b>

## 8.7 Financial Scoring

The following is a summary of the Financial Scoring:

- The lowest compliant Proposal Fee will receive 60 points.

- Each subsequent compliant Proposal Price will then be divided into the lowest compliant Proposal Price, the result will then be multiplied by 60.

## 8.8 Schedule of Items & Price Proposal Forms

Proponents are to provide unit prices for the services listed in Appendix C – Pricing for a period of Three Years (3) and Seven (7) years. Proponents may re-create the Price Proposal Forms for their submission. Any re-created Price Proposal Forms must follow the format and content of the bid forms illustrated in this Section 8.8, FINANCIAL PROPOSAL - SCHEDULE OF ITEMS & PRICE PROPOSAL. Proponents may provide unsolicited proposals for service levels not depicted in Appendix C; however, the City reserve the right to review or reject any unsolicited proposal without reason.

Proponents are to insert their proposed unit price for each service based on a Three (3) year and Seven (7) year contract term and calculate the “Total Estimated Annual Price” for each form by multiplying the “Estimated Tonnes” by the corresponding “Unit Price”, and insert into the summary form. The “Estimated Tonnes” are for evaluation purposes only and the City does not take responsibility for their accuracy.

Proponants are asked to bid on Options 1 and 2, which identifies the difference in cost to collect from the DBIA once per week and twice per week.

Service	Frequency	Estimated Tonnes (a)	Unit Price 3 Year Contract (b)	Unit Price 7 Year Contract (c)	Total Estimated Annual Price 3 Year (a x b)	Total Estimated Annual Price 7 Year (a x c)
Recyclable Materials	Weekly	7,560 tonnes	\$ _____ /tonne	\$ _____ /t onne	\$ _____	\$ _____
<b>TOTAL BID PRICE (EXCLUDING HST)</b>					\$ _____	\$ _____

## 8.9 Recommendation/Award

Recommendation for award of this Proposal will be based on the Proponent's overall total score. By responding to this RFP, the Proponent agrees to accept the recommendation of the Evaluation Committee as final and binding.

The award of this RFP shall be in accordance with the City of Peterborough's current Purchasing By-law. The decision of the City will be final.

The successful Proponent shall not make any claims for additional costs, or expenses, due to the delay in, or cancellation of, the award of this RFP due to the approval process.

**8.10 Requirements on Acceptance of Award**

The successful Proponent will be required to submit, within 10 business days of notification of award of the RFP, with the required copies of the signed Contract, and prior to start of Work, the following:

- a. Certificate of Insurance;
- b. Proof of a valid and current Clearance Certificate or proof of exemption from the WSIB;
- c. Bond;
- d. Completed **Attachment 1**, regarding Accessibility for Ontarians with Disabilities;
- e. Any other requirements set out in this RFP.



## Attachment 1 - Representation, Warranty and Acknowledgment Regarding Accessibility Training

Insert Company Name \_\_\_\_\_

### Hereby represents and warrants that:

My/Our employees, agents, volunteers, or others for whom I/We are responsible, will have successfully completed Accessibility Training as required in this RFP prior to commencement of the Project on behalf of the Corporation of the City of Peterborough, in accordance with the award of RFP # **[Insert RFP #]** **Collection and Transportation of Recyclable Material.**

### Acknowledgement

I/We, the undersigned, acknowledge and agree that this representation and warranty will be relied upon by the Corporation of the City of Peterborough and as such I/We solemnly provide this representation and warranty as if it were given under oath.

<b>I/We have the authority to bind the company:</b>	
Company Name:	
Signature(s):	
Name(s):	
Title(s):	
Date:	

**Attachment 2 - Sample of Agreement to Bond, Performance and Labour and Materials Payment**

For the Corporation of the City of Peterborough

I/We, the undersigned, hereby agree to become bound as surety for:

---

**Name of Proponent**

In a Performance Bond totaling 50% of the Total Annual Contract Price and conforming to the Instruments of Contract attached hereto, for the full and due performance of the Works shown as described herein, if the Proposal for:

**[Insert RFT number]- Collection and Transportation of Recyclable Material**

Is accepted by the Corporation of the City of Peterborough.

It is a condition of this Agreement that if the above mentioned Proposal is accepted, application for the above mentioned Bonds must be completed with the undersigned within 10 working days of notification of award of the RFP related thereto; otherwise this Agreement shall be null and void.

Dated \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2015

---

Name of the Bonding Company

By:

---

Signature of Authorized Person  
Signing for Company

---

Position

Company Seal (if required)

## 1.0 Attachment 3: Procedure for Handling of Sharps (Needles, Syringes)

### Purpose

To provide safe and effective operating procedures for recycling Collection and Processing contractors, when sharps are found in, on or around blue boxes, vehicles, equipment and work areas.

### Definition of Sharps

Needles, syringes and other sharp items that could cause a puncture, cut or abrasion. Used sharps may also be contaminated with infectious agents.

### Handling Procedures

All reasonable precautions shall be taken when handling materials to ensure the safety of workers and the general public.

## Curbside Collectors

### A) If Sharps are seen in Blue Box before dumping contents:

- Call Supervisor to report address; this information to be passed along to City Waste Management.
- Leave an **Oops Sticker** on the blue box, indicating the reason for leaving materials uncollected
- A letter will also be forwarded by the City to the residence where the material is found.
- Continue on with collection.

### B) If Sharps are dumped into hopper:

- Call supervisor immediately to report the incident. This information is to be passed along to the City, including, date and address.
- Supervisor shall immediately notify the Manager of the Materials Recycling Facility (MRF) of the situation.
- Handle the situation in one of two ways:

#### 1) If it is possible to **safely** remove **all sharps** from the hopper:

- Remove sharps carefully, using a set of long tongs/pliers (to be kept either in each collection vehicle, or brought by Supervisor).
- Discuss with both Supervisor and MRF Manager to determine if load is deemed safe enough to continue with collection without making a special dump at the MRF.
- Drop sharps container at the MRF for disposal.

#### 2) If it is NOT safe to remove sharps from the hopper:

- Truck must go immediately to the MRF for a special, segregated dump (see next page).
- Return to route after dumping.

## Processing Plant Procedures

The MRF Manager shall be notified when a contaminated load is coming. A secure area shall be organized by the MRF Manager where the truck may dump and the load inspected for sharps.

MRF personnel will take all safety precautions while inspecting the load for sharps, including:

- Treat all sharps as being potentially contaminated.
- Use tongs or pliers and cut-resistant gloves.
- Place found sharps in secure, puncture-proof containers.
- Avoid holding the container; place securely on ground.
- Always keep the sharps pointed downwards and away from the body to avoid any contact.
- Pick sharps up one at a time.
- If possible, do not kneel in the area.
- De-contaminate the tongs in a container of bleach for 30 seconds. Remove tongs and let air dry or dry with a disposal wipe.
- Wash hands thoroughly with soap and water.
- Take sharps container to the HHW Depot for disposal.

## Equipment Requirements

The MRF and each collection vehicle and/or the Collection Supervisor should be equipped with the following at a minimum:

- Cut resistant gloves
- Tongs or pliers
- Yellow bio-medical waste container or any suitable leak and puncture-resistant container.



**City Waste Management Division**  
**705-742-7777 Ext 1657**

**Attachment 4 – Peterborough Collection Days**

**Attachment 5 – Multi-Residential Unit Locations**

**Appendix A - Submission Cover Page and Checklist**



City of  
**Peterborough**

**Request for Proposals**

Document No. **[Insert RFP #]**

**Collection and Transportation of Recyclable Material**

**Submit To:**

**City of Peterborough  
Corporate Services, Tenders and Proposals  
Main Floor, City Hall  
500 George Street North  
Peterborough, Ontario K9H 3R9  
Attn: Sandra Clancy,  
Director of Corporate Services**

**Submitted By:**

---

**Company Name**

---

**Address**

## Appendix A - cont'd

## Checklist

The Proponent shall include all items with an “X” in the “**City Required**” column in their Proposal submission and **in the order shown below**. Failure to provide the items required may result in the rejection of the Proposal submission as incomplete. “N/A” shall mean not applicable to this RFP and not required in the Proposal submission. The Proponent shall mark an “X” in the “**Proponent Included**” column to indicate the items that are included in their Proposal submission.

<b>City Required</b>	<b>Requirement</b>	<b>Proponent Included</b>
<b>NA</b>	Proposal Deposit - Item 5.1.1 – Provide <b>with Original ONLY</b>	
<b>X</b>	One Original and <b>3 copies</b> of Proposal Submission - Items 5.3.2 and 5.3.3	
<b>Provide the Following with Original and all Copies in the order stated</b>		
<b>X</b>	Submission Cover Page and Checklist – Appendix A - Items 5.3.1 and 5.10.1	
<b>X</b>	Acknowledgements – Appendix B - Item 5.10.1	
<b>X</b>	Pricing - Appendix C - Item 5.10.1 and Item 6.6	
<b>X</b>	Sub-Contractors/Suppliers/Sub-Consultants – Appendix D - Item 5.10.1 and Item 6.4	
<b>X</b>	References – Appendix E - Item 5.10.1	
<b>X</b>	Proof of Insurance(s) - Item 5.5.3	
<b>X</b>	WSIB Clearance Certificate or proof of exemption - Item 5.6	
<b>X</b>	Agreement to Bond – Attachment 2 - Item 5.7.2	

## Appendix B - Acknowledgments

**I/We Acknowledge** that this Proposal is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person making a Proposal for the same goods/services and is in all respects fair and without collusion or fraud.

**I/We Acknowledge** that all matters stated in the said Proposal are, in all respects, true.

**I/We Acknowledge** that, having read RFP #**[Insert RFP #]**, I/We have satisfied ourselves as to the Terms, Conditions and Specifications and do hereby submit a Proposal, including Pricing as set out in **Appendix C**, for **Collection and Transportation of Recyclable Material**.

**I/We Acknowledge** that \_\_\_\_\_ addenda have been issued for this RFP and that I/We understand it is the Proponent's ultimate responsibility to ensure all addenda issued have been received. **NOTE:** failure to include the correct number of addenda in this Appendix may, at the discretion of the City, result in disqualification of the Proposal submission.

**I/We Acknowledge** that acceptance of this Proposal and the issuance of a Purchase Order shall be considered a binding contract upon both parties. If specified at any time by the City, it is agreed that the terms and conditions and any representations made in reference to this RFP shall be incorporated in a Contract to be executed by the parties once the City has formally accepted the Proposal.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

\_\_\_\_\_  
Firm or Organization Name

\_\_\_\_\_  
Signing Authority

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City

\_\_\_\_\_  
Postal Code

\_\_\_\_\_  
Telephone and Fax Number

\_\_\_\_\_  
Email



**Appendix C - Pricing**

Proponents are to provide unit prices for the services of Collection and Transportation of Recyclable Material for a period of Three Years (3) and Seven (7) years. Proponents may re-create the Price Proposal Form for their submission. Any re-created Price Proposal Forms must follow the format and content of the bid forms illustrated in this Section 8.8, FINANCIAL PROPSOAL - SCHEDULE OF ITEMS & PRICE PROPOSAL. Proponents may provide unsolicited proposals for service levels not depicted in Section 8.8 however, the City reserves the right to review or reject any unsolicited proposal without reason.

Proponents are to insert their proposed unit price for each service based on a Three (3) year and Seven (7) year contract term and calculate the “Total Estimated Annual Price” for each form by multiplying the “Estimated Tonnes” by the corresponding “Unit Price”, and insert into the summary form. The “Estimated Tonnes” are for evaluation purposes only and the City does not take responsibility for their accuracy.

**Option 1: Once per Week Collection in the D.B.I.A.**

Service	Frequency	Estimated Tonnes (a)	Unit Price 3 Year Contract (b)	Unit Price 7 Year Contract (c)	Total Estimated Annual Price 3 Year (a x b)	Total Estimated Annual Price 7 Year (a x c)
Recyclable Materials	Weekly (All)	7,560 tonnes	\$ _____ /tonne	\$ _____ /t onne	\$ _____	\$ _____
<b>TOTAL BID PRICE (EXCLUDING HST)</b>					\$ _____	\$ _____

**Option 2: Twice per Week Collection in the D.B.I.A.**

Service	Frequency	Estimated Tonnes (a)	Unit Price 3 Year Contract (b)	Unit Price 7 Year Contract (c)	Total Estimated Annual Price 3 Year (a x b)	Total Estimated Annual Price 7 Year (a x c)
Recyclable Materials	Weekly (except DBIA)	7,560 tonnes	\$ _____ /tonne	\$ _____ /t onne	\$ _____	\$ _____
<b>TOTAL BID PRICE (EXCLUDING HST)</b>					\$ _____	\$ _____

### Appendix D - Sub-Contractors/Suppliers/Sub-Consultants

Submit a list of sub-contractors/suppliers/sub-consultants to be used for the supply of the goods/services, or indicate "Not Applicable".

Contact	Details
Name:	Company Name:
	Type of Goods/Services provided:
Phone:	Address:
Email:	Years in Business:
Name:	Company Name:
	Type of Goods/Services provided:
Phone:	Address:
Email:	Years in Business:
Name:	Company Name:
	Type of Goods/Services provided:
Phone:	Address:
Email:	Years in Business:

**Note:**

If insufficient space is provided in this Appendix, please provide the required information in the same format on a separate form and attach to this Appendix.

**Appendix E - Statistics**

Recyclable Material Tonnage

Year	2012	2013	2014
Tonnes	7591	7674	7559

Population (Stats Canada)

Year	2001	2006	2011	2031
Population	71,446	75,406	78,698	88,000

**Appendix F – Downtown Collection Area**

## **Appendix G – GPS**

SAMPLE GLOBAL POSITIONING SATELLITE (GPS) – AUTOMATED VEHICLE LOCATOR (AVL) SYSTEM MINIMUM SPECIFICATION FOR WASTE COLLECTION VEHICLES

**Appendix H – Waste Management By-law**