

County of Brant – 2017 Collection Contract Preparation CIF Project Number - 886

Final Report Date *June 2017*



Prepared for: Resource Productivity and Recovery Authority Continuous Improvement Fund

Prepared by:

Matthew D'Hondt - County of Brant - Solid Waste/Wastewater Operations Manager

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Acknowledgement

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1. Introduction

The County of Brant (County) is a single-tier municipality located in Southern Ontario, formed in 1999 with the amalgamation of the former upper-tier municipality of the County of Brant with the former lower-tier municipalities of Township of Brantford, Township of Burford, Township of Oakland, Township of Onondaga, Township of South Dumfries and Town of Paris. The County is predominantly a rural municipality occupying approximately 850 km² surrounding the City of Brantford. The County is responsible for management of solid, non-hazardous waste generated within the County's boundaries.

The County of Brant's current Solid Waste Collection and Recycling Collection and Processing contract ends on October 31, 2017, which was for a 10 year period.

In anticipation of releasing a Request for Proposal (RFP) for Solid Waste Collection and Recycling Collection and Processing, the County of Brant submitted an application to CIF for funding through the 2015 Request for Expression of Interest (REOI). The funding was requested to prepare the Blue Box portion of a Solid Waste Collection and Recycling Collection and Processing RFP.

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2. Background

2.1 Community Profile

The County of Brant is located in Southwestern Ontario and is predominantly a rural municipality, with a 60% rural, 40% urban mix, occupying approximately 850 km² of land surrounding the City of Brantford.

A profile of the community is summarized in the table 1 below.

Table 1: Number of households in County of Brant

| Population | Single Family Households | Multi Family Households | Total Households |
|------------|-----------------------------|----------------------------|------------------|
| 30,784 | 14,354 | 550 | 14,904 |

2.2 Waste Management System

The County of Brant provides curbside collection of municipal solid waste and recycling to all residential properties within the County.

The current waste management system is summarized in Table 2 below.

 Table 2: Current Waste Management Overview for County of Brant

| Single Family Service | Service Description | Collection/Operations Provider | Processing Provider |
|---|---|--------------------------------|--|
| Garbage | Weekly Curbside/5 bag set out limit | Emterra Environmental | County of Brant – Biggars Lane Landfill |
| Blue Box | Every Other Week Curbside/Single Stream | Emterra Environmental | Emterra Environmental |
| Fall Leaves Collection (Urban Areas Only) | 3 Curbside Collections in Fall | Emterra Environmental | Try Recycling (2016) |
| Christmas Tree Collection | 2 Collections in January | Emterra Environmental | Emterra Environmental |
| Biggars Lane Landfill | Drop Off Depot for Garbage, Blue Box, Metals, Tires, Wood, Brush, Inert Materials, Rigid Plastics, Electronics | Gedco Excavating Ltd | County of Brant – Biggars Lane Landfill |
| Paris Transfer Station | Drop Off Depot for Garbage, Blue Box, Metals, Tires, Wood, Brush, Inert Materials, Rigid Plastics, Electronics | County of Brant | County of Brant – Biggars Lane Landfill |
| Municipal Hazardous Waste and Special Waste Event | 1 Event (2016) | EnviroSystems | EnviroSystems |

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2.3 Current Waste Management System Diversion Performance

The 2015 Waste Diversion Ontario Datacall submission reported the performance information summarized in Table 3 below.

Table 3: Waste Management System Diversion Performance for County of Brant 2015

| | | Blue Box Recycling | | Total Waste Diversion | | Disposal | | Generation (Total) | |
|----------|---------|-----------------------|---------------|-----------------------|---------------|----------|---------------|-----------------------|------|
| | Units | annual | % of total | annual | % of total | annual | % of total | annual | % |
| GAP | tonnes | 2,137 | 13% | 5652 | 34.3 | 10,830 | 65.7 | 16,482 | 100% |
| Reported | Kg/hhld | 143 | 13% | 182 | 34.3 | 349 | 65.7 | 531 | 100% |

2.4 Program Challenges

The County of Brant has been in a 10 year Solid Waste Collection and Recycling Collection and Processing contract since November 1, 2007 and based on a review of the per tonne price being reported by other municipalities through the Waste Division Ontario Datacall it was thought that a competitive price would result through the release of a new Request for Proposal.

The 2015 Datacall indicated the County was paying \$448 per tonne for Marketed Blue Box Material and some of our adjacent municipalities were paying \$219 and \$263 per tonne and the average price for the Datacall municipal group The County of Brant is in (Group 7), was \$429 per tonne.

The County also thought that the Request for Proposal (RFP) released in 2007 may have lacked detail and/or industry language to attract competitive bids and believed if the new RFP was prepared by consultant with in-depth collection and processing knowledge and used standardized language, clauses and options/scenarios to which the bidders are accustomed that this would lead to more competition for contract.

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3. Approach

3.1 Set Up and Implementation

Upon award of the CIF funding and authorization for the county of Brant Council via Public Work Committee Report PW-16-09 (attached in Appendix 1) the County of Brant released a Request for Proposal (RFP) to retain a consultant to complete a solid waste and recycling service review and prepare and tender a Solid Waste and Recycling Collection and Processing Tender. The tasks outlined in the RPF to be completed where;

Task 1 - Project Initiation/Review Background Information

Task 2 - List of Services/Service Changes for Consideration

Task 3 - Presentation to Public Work Committee and Public Information Centres

Task 4 – Finalize List of Services/Options Packages for Tendering, Tender Preparation and Tender Administration

Three proposal where submitted in response to the RFP. County staff evaluated the submitted proposals and awarded the work to EXP Services Inc. (EXP) for the quoted price of \$44,460 (excluding taxes). The scope of work was also expanded to include an online survey to be utilized during Task 3, for a cost of \$4,800.

Task 1 and 2 consisted of a project initiation meeting in which EXP presented a long list of service options for the County consideration in a Collection and Processing Contract. Through a number of conference calls the long list was short listed by the project team.

Task 3 consisted of the Short Listed services being presented to the County of Brant Public Works Committee at their July 2017 meeting and the Public through three Public Information Centres and online for input/comments. A Solid Waste and Recycling Service Review Report was prepared by EXP in August 2016 summarizing the input received (attached in Appendix 2).

Task 4 consisted of finalizing the service options and packages to be Tendered, the preparation of the Request for Proposal and Tender Administration (attached in Appendix 4). The Draft RFP was reviewed by CIF staff for input/suggestions.

The schedule of the work was;

April 2016 - Retain consultant to complete a service review and RFP preparation

July/August 2016 – Present service options to public and council and request input

September 2016 – Present findings from service option review and finalized list of service option packages to be tendered

December 1, 2016 - Release Request for Proposal (RFP) for Solid Waste Collection and Recycling Collection and Processing Services

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January 27, 2017 – Closing date for RFP submissions

March 2017 – Award RFP

3.2 Monitoring and Measurement Methodology

The progress of the project was monitored through regular telephone calls, emails, meetings, and through invoicing.

The achievements of the project were measured by the number of proposals received and the competitiveness of the bids received for the Blue Box recycling services. The current (November 1, 2016 to October 31, 2017) contract price the County is paying for collection and processing of Blue Box material is \$374.24 per tonne.

4. Project Results and Analysis

4.1 Project Results

The approved 2017 budget for Solid Waste Collection and Recycling Processing was \$1,670,150.00.

Request for Proposal PW-RFP-16-12 Solid Waste Collection and Recycling Processing was released on December 1, 2016 and closed on January 27, 2017. Bidders could bid on providing collection and recycling processing services, collection services only and recycling processing services only.

A total of four (4) proposal packages, which included Envelope #1, Technical Proposal, and Envelope #2, Pricing, were received by the County of Brant at the Burford Administration Office prior to the January 27, 2017, 1:00 PM closing date.

RFP's were publicly opened on January 27, 2017 at approximately 1:10 PM in accordance with Purchasing By-Law #45-13.

The four (4) technical proposals (Envelope #1) were evaluated based on the Evaluation Criteria outlined in PW-RFP-16-12, by Matthew D'Hondt, Solid Waste/Wastewater Operations Manager, Matt Free, Solid Waste/Wastewater Operations Technologist and John Smith, EXP Services Inc.. Three (3) technical proposals achieved the minimum evaluation of 70% on their technical proposal, which were as follows.

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| Proponents which had envelope # 2 opened | Services offered |
|---|-------------------------------------|
| Waste Management (WM) | Collection only |
| Progressive Waste (PW) | Collection and Recycling Processing |
| | Collection only |
| Halton Recycling Ltd dba Emterra Environmental (EM) | Collection and Recycling Processing |
| | Collection only |
| | Recycling Processing only |

On February 3, 2017 (Envelope #2) of the proposals were opened and Pricing options were evaluated. Attending the opening were Matthew D'Hondt, Solid Waste/Wastewater Operations Manager, Matt Free, Solid Waste/Wastewater Operations Technologist, John Smith, EXP Services Inc., and Councilor Brian Coleman. A summary letter of the proposals submitted was prepared by EXP Services Inc. (attached in Appendix 3). Schedule 1 of the letter presents the pricing submitted by the contractors for the various service options.

The table below presents a comparison of submitted prices considering the following criteria.

- Current Collection Program
- Lowest Cost Program
- 2017 Operation Budget
- Maximum Diversion Program
- Least Cost Program with Yard Waste (3 collections in Spring, Summer and Fall)
- Least Cost Program with Yard Waste and Weekly Recycling
- Least Cost Program with Organics

Solid Waste Service

| Service Package (Bold indicates change to current program) | Company | Submitted Year 1 Cost | Estimated Diversion Change |
|---|---------|-----------------------|----------------------------------|
| Current Collection Program | EM | \$1,507,477.34 | |
| Weekly garbage, every other week (EOW) recycling, leaves, Christmas | PW | \$1,841,344.80 | 0% |
| trees | WM | \$1,916,978.70 | |

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| Service Package (Bold indicates change to current program) | Company | Submitted Year 1 Cost | Estimated Diversion Change |
|---|---------|--|----------------------------------|
| Lowest Cost Program Weekly garbage, every other week | EM | \$1,576,342.32 - \$120,000 = \$1,456,342.32 | |
| (EOW) recycling, leaves, Christmas trees | PW | \$2,013,988.30 - \$120,000 = \$1,893,988.30 | |
| County receives 50% proceeds from recycling material – estimated to be \$120,000 based on current market trends (this value will fluctuate) | WM | \$1,916,978.70 - \$120,000 = \$1,796,978.70 | 0% |
| 2017 Operation Budget | EM | \$1,505,788.32 | |
| Weekly garbage, weekly recycling, | PW | \$2,284,124.60 | +3% |
| leaves, Christmas trees | WM | \$2,141,981.82 | |
| Maximum Diversion Program EOW garbage, weekly recycling, | EM | \$2,688,600.00 - \$120,000 = \$2,568,600 | |
| weekly organics, yard waste (3 collections in spring, summer and | PW | \$3,045,493.00 - \$120,000 = \$2,925,493.00 | +25% |
| fall), Christmas trees County receives 50% proceeds from recycling material | WM | \$2,782,868.35 - \$120,000 = \$2,662,868.35 | |
| Least Cost Program with Yard Waste (3 collections in spring, summer and | EM | \$1,767,704.07 - \$120,000 = \$1,647,747.07 | |
| fall) Weekly garbage, every other week | PW | \$2,065,288.30 - \$120,000 = \$1,945,288.30 | |
| (EOW) recycling, yard waste (urban area only), Christmas trees | WM | \$1,954,568.70 - \$120,000 = \$1,834568.70 | +5% |
| County receives 50% proceeds from recycling material | | | |
| Least Cost Program with Yard Waste | EM | \$1,697,150.07 | |
| and Weekly Recycling | PW | \$2,335,424.60 | |
| Weekly garbage, weekly recycling, yard waste (urban area only), Christmas trees | WM | \$2,179,571.82 | +8% |

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| Service Package (Bold indicates change to current program) | Company | Submitted Year 1 Cost | Estimated Diversion Change |
|---|---------|---|----------------------------------|
| Least Cost Program with Organics | EM | \$1,849,604.50 -120,000 = \$1,742,950.00 | |
| garbage (urban areas), weekly garbage (rural areas), weekly recycling, weekly organics (urban | PW | \$2,802,248.00 -120,000 = \$2,682,248.00 | |
| areas), leaves, Christmas trees County receives 50% proceeds from recycling material | WM | \$2,168,792.36 -120,000 = \$2,048,792.35 | +12% |
| An additional \$250,000 capital cost would be required to implement an organics program (green bins, P&E, etc.) | | | |

The range of submitted pricing for the Collection and Processing of Blue Box Materials factored into the above costs were;

- from \$257.00 per tonne to \$559.85 per tonne with 100% of revenue from materials retained by contractor
- from \$290.00 per tonne to \$640.60 per tonne with 50% share of revenue from materials

The following additional provisional pricing information was requested;

| Service | Company | Submitted Cost |
|---|---------|-------------------------------------|
| Collection from one side of designated | EM | No increase/decrease |
| rural roads- Addition increase\decrease per tonne of materials collected | PW | No increase/decrease |
| | WM | No increase/decrease |
| Include plastic film and EPS (styrofoam) in | EM | No Bid |
| blue box program - Additional increase cost per tonne for recyclables processed | PW | No increase |
| | WM | Did not bid on processing |
| Bulky waste curbside collection – call in service | EM | \$31,000.00 (\$155.00 per tonne) |
| based on estimated 200 tonnes collected per year | PW | \$27,890.00 (\$139.45 per tonne) |

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| Service | Company | Submitted Cost |
|---|---------|-------------------------------------|
| resident can "call in" maximum twice per year | WM | \$45,000.00 (\$225.00 per tonne) |
| Bulky waste curbside collection – event based on estimated 500 tonnes collected per event Event would occur in 2018 and | EM | \$82,500 (\$165.00 per tonne) |
| | PW | \$69,725.00 (\$139.45 per tonne) |
| thereafter upon request by County | WM | \$69,725.00 (\$200.00 per tonne) |

Based on the consideration of the above items County of Brant Council awarded PW-RFP-16-12 Solid Waste Collection and Recycling Processing to Halton Recycling Ltd dba Emterra Environmental for the period of November 1, 2017 to October 31, 2024 for the submitted price for year 1 of the contract of \$1,728,150.07 (excluding HST) which includes the following collection and processing services;

| Service | Change to Current Contract |
|--|---|
| Weekly garbage collection | No change |
| Weekly recycling collection | Current contract every other week |
| Single stream blue box | No change |
| Yard Waste Collection (urban areas only, 3 times in spring, summer and fall) | New Services replaces fall leaves collection in urban areas |
| Christmas tree collection | No change |
| Bulky Waste Collection | New Service |
| Contractor retains 100% of proceeds from recycling material | No change |
| Collection from both sides of all roadways | No change |
| Acceptable blue box material items | Hot/Cold Beverage Cups |

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4.2 Analysis of Results

Number of Proposals Submitted – 4 proposals were submitted. 3 of the proposals achieved the minimum evaluation score of 70% on their technical proposal and had their price proposal envelope opened.

When the County previously requested proposals for the Solid Waste and Recycling Collection work in 2007, only 1 proposal was received, therefore we had a 400% increase in proposal submissions.

Current Contract Price versus New Contract Price (Blue Box Collection and Processing)

Current Contract Price = \$374.24 per tonne (Every Other Week Collection, 100% of revenue from materials retained by contractor)

New Contract Price = \$257.00 per tonne (Weekly Collection, 100% of revenue from materials retained by contractor)

Therefore the new contract has resulted in a \$117.24 per tonne savings, which based on our 2015 WDO Data GAP Blue Box tonnage of 2137 tonnes, would translate into a \$250,541.88 saving per year and an increased service with Weekly Collection.

4.3 Lessons Learned

The tasks taken to complete the Solid Waste Service Review and prepare and release the Request for Proposal Solid Waste Collection and Recycling Processing were successful. Some notable challenges which occurred were;

- To seek public input during the Service Review the County held 3 Public Information Centers (PIC), each located in a different area of the County and posed an online survey. To notify the public of the PIC, advertisements were place in local newspapers, on County Website, Facebook, Twitter and through the County's MyWaste App. A total of 31 people attended the Public Consultation Centres and 144 people completed the online survey. The online survey was not originally included in the scope of work to be completed, but as indicated through the response that it was better engaging than the PIC. Overall public engagement is typically difficult to obtain.
- Almost 2 months was provided for contractors to prepare their proposal submissions. It was originally proposed to only allow 1 month, which is typical for municipal capital tenders/RFP's but due to the complexity of preparing a collection proposal, especially for a contractor not familiar with the area, it was determined 2 months would be more appropriate.

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5. Project Budget

The original project budget, which was utilized to support the CIF REOI application was developed through discussions with a consultant. Upon award of CIF funding the detailed Request for Proposal to retain a consultant was developed, during the development of the RFP additional public consultation and online survey tasks not considered previously where included which increased the project cost.

The Budget versus actual cost of the project information is summarized in Table 4 below.

Table 4: Waste Management System Diversion Performance for County of Brant 2015

| Task | Original Budget | CIF Share (upset limit) | Actual Cost | % Change |
|--|-----------------|----------------------------|-------------|----------|
| SW Service Review and Collection RFP Preparation and Tender Administration | \$23,000 | \$11,500 | \$49,260 | 214% |

6. Conclusions

In conclusion the project was very successful in achieving a more competitive price for the Collection and Processing of Blue Box Materials.

The price obtained was 117.24 per tonne less than the current contract price, which based on our 2015 WDO Data GAP Blue Box tonnage of 2137 tonnes, would translate into a \$250,541.88 saving per year and an increased service with Weekly Collection.

The pay-back period for this project is 2.4 months based on the 2015 reported tonnage.

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Public Works Committee Report

To: To the Chair and Members of the Public Works Committee

From: Matthew D'Hondt, Solid Waste/Wastewater Operations Manager

Date: February 29, 2016

Subject: PW-16-09 – 2017 Solid Waste/Recycling Service Review and Collection and

Processing Tender and Associated Contract Preparation

Purpose: For recommendation

Recommendation

Whereas the current Solid Waste and Recycling Collection and Processing Contract expires on November 1, 2017, which was awarded to Emterra Environmental in 2007 for a period of 10 years.

And whereas significant changes have occurred since the award of the contract in the solid waste and recycling industry such as regulations, legislation, technology and services available for offer, etc.

And whereas recent requests have been made by tax payers and councillors to review the solid waste and recycling services provided by the County;

That County staff prepare for the tendering of a Solid Waste/Recycling Service Collection and Processing Tender and Associated Contract, for a period to begin November 1, 2017;

And that a Request for Proposal be released to retain a consultant with in-depth and specialized knowledge in the solid waste and recycling industry, in accordance with the purchasing policy, to complete a solid waste and recycling service review and prepare a Solid Waste and Recycling Collection and Processing Tender and Associated Contract.

Key Strategic Priority

1. To manage finances in a fiscally responsible and sustainable manner.

Financial Considerations

There are sufficient funds in the capital budget.

Report

The current Solid Waste and Recycling Collection and Processing Contract expires on November 1, 2017, which was awarded to Emterra Environmental in 2007 for a period of 10 years.

Since the preparation of the 2007 tender document significant changes in the solid waste and recycling industry have occurred and are continuing to evolve such as; regulations (i.e. Health and Safety, Highway Traffic Act), legislation (i.e. proposed Bill 151 – Waste Free Ontario Act 2016), technology (GPS, collection vehicle technology, recycling processing technology), services available for offer (organics, expanded blue box materials, etc.).

County staff recommends releasing a tender in 2017 through a competitive bid process for a Solid Waste/Recycling Service Collection and Processing Contract, for a period to begin November 1, 2017.

County staff also recommends retaining a consultant who has in depth and specialized knowledge in the solid waste and recycling industry to complete a Solid Waste and Recycling Service Review and prepare a Solid Waste and Recycling Collection and Processing Tender and Associated Contract. It is anticipated the Tender would be issued in early 2017 and the new solid waste and recycling collection and processing services would commence on November 1, 2017.

The following task would be included in the consultant's work;

- 1. Review of background information by-laws, policies, staff interviews, services provided by similar municipalities in Ontario, recent contracts released by similar municipalities, Provincial and Federal Legislation (draft and current), etc.
- 2. Preparation of list of services\service changes that could be considered (including cost estimates) such as; weekly recycling, bi-weekly garbage collection, revised garbage bag limit, bulky waste collection, organics collection, leaf/yard waste collection, collection from multi-residential units, school, etc., one sided pick up in areas, user pay (bag tag program), bag limits, revise acceptable blue box items, etc.
- 3. Presentation to Public Works Committee and hold Public Information Centres to present the list of services\service changes that could be considered and request input\comments.
- 4. Develop services to be included in the collection/processing tender considering input received from stakeholders and through the background information review.
- 5. Present to the Public Works Committee the recommended services to be included in the tender.
- 6. Prepare tender document and provide tender period assistance (i.e. prepare addendums, review submitted tender and provide recommendation for award, etc.).
- 7. Provide services for new contract implementation (i.e. promotional and education, by-law updates requirements, etc.)

The RFP to retain a consultant is anticipated to be released in April 2016.

Interdepartmental Considerations

Not applicable.

Copy to

1. M. Bradley, General Manager of Operations

File # E07 - 2017 Collection Contract

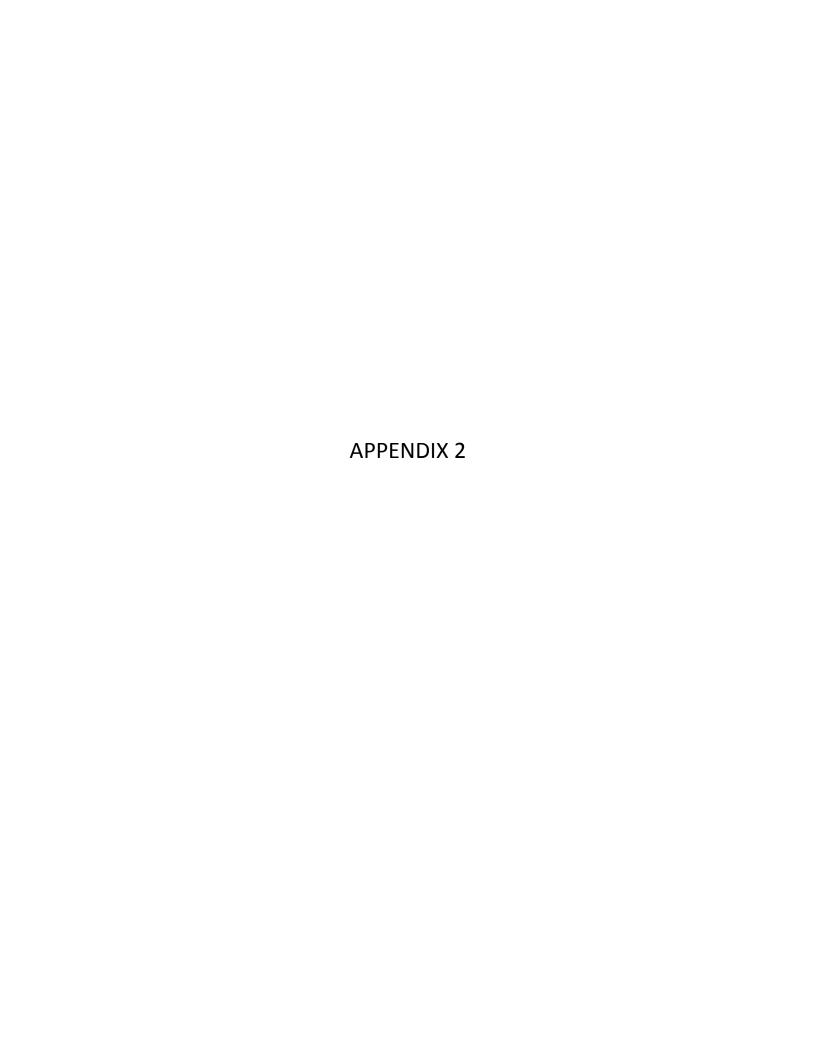
In adopting this report, is a by-law or agreement required?

If so, it should be referenced in the recommendation section.

By-law required No

Agreement(s) or other documents to be signed by Mayor and /or Clerk No

Is the necessary by-law or agreement being sent concurrently to Council? No





Solid Waste and Recycling Services Review

Summary Report

August 31, 2016



Legal Notification

This report was prepared by **exp** Services Inc. for the account of **County of Brant**.

Any use which a third party makes of this report, or any reliance on or decisions to be made based on it, are the responsibility of such third parties. **Exp** Services Inc. accepts no responsibility for damages, if any, suffered by any third party as a result of decisions made or actions based on this project.

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1 Introduction

The County of Brant is nearing the end of its current waste collection and processing contract, and it is evaluating its various waste management programs and collection options that may need to be considered within its new solid waste collection and processing contract.

Additionally, The County of Brant has in recent years embarked on a number of solid waste planning initiatives, including the 2012 Recycling Strategy, a User Pay Plan, and the 2011 Household Organics Review. The recommendations generated from these initiatives have been considered in this service review and where applicable may be incorporated into the County's future waste management program.

The waste and recycling collection and service options were presented to the public in order to obtain their feedback. This feedback, which was collected through a series of public information centres and an online survey, will be used to help identify how various service options will be included in the upcoming contract tender and how the County will move forward in delivering its waste management services.

This report presents a summary of the service options being considered, the results of the consultation activities undertaken, and recommendations for moving forward with the contract tender and other waste management services. The report is organized into the following sections:

- Section 1: Introduction;
- Section 2: A description of the County of Brant's Waste Management Profile;
- Section 3: A review of the Solid Waste Management Options under consideration;
- Section 4: A summary of the consultation process and feedback;
- Section 5: Evaluation of Options; and
- Section 4: Recommendations.

2 Waste Management Profile

2.1 Solid Waste Generation and Collection

In 2014, the County of Brant generated 16,517 tonnes of residential solid waste, or about 529 kg/person (based on the 2014 WDO datacall). This waste was managed by the County through its various solid waste management programs, including:

- Weekly curbside collection and disposal of garbage;
- Every other week (EOW) curbside collection and processing of recyclable material;
- Fall curbside collection of leaves in urban areas;
- Household Hazardous and Special Waste collection event;
- Curbside collection of Christmas trees in January; and
- Operation of the Biggars Lane landfill site and Paris Transfer Station.

Through these programs, the County diverted approximately 5,061 tonnes (or 31%) of its waste from disposal in 2014. Figure 1 illustrates how the County's residential solid waste is diverted.

In 2015, the cost to collect this waste was \$1.67M, or about \$117 per household. This includes:

- \$794,000 for weekly garbage collection (collection only, does not include the cost of operating the landfill);
- \$826,000 for the EOW collection and processing of recyclables (does not include WDO funding revenue); and
- \$58,000 for the seasonal collection of leaves and Christmas trees.

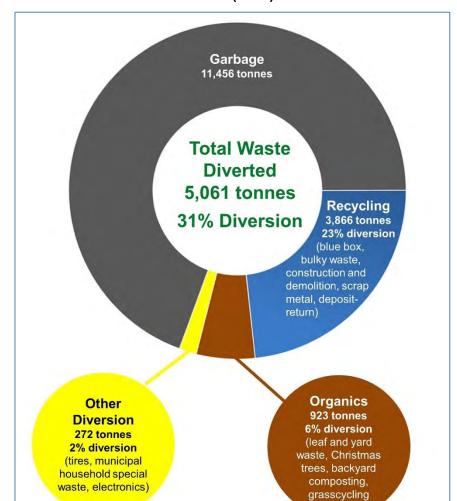


Figure 1: County of Brant Residential Solid Waste Generation, Diversion and Disposal (2014)

2.2 Diversion Opportunity Analysis

An analysis was completed to determine the key opportunities for increasing waste diversion and to estimate how much can be reasonably diverted. This was done by developing a waste composition profile and comparing it against how much material the County currently diverts. Waste audit data from the report "CIF Project 711, Ontario; Single Family Curbside Audits 2012/2013 - Waste Composition Analysis" by AET (April 17, 2014) was used as a proxy for curbside garbage audit data in the absence of actual curbside garbage waste audit data for the County. This data was used with other County-specific data from WDO to prepare the waste profile and estimate the amount of recyclable material still available for diversion.

The Diversion Opportunity Analysis found that the key opportunities for diversion were through papers and food waste. Table 1 presents the results of the Diversion Opportunity Analysis, including an estimate of the County's waste composition, current diversion, and an estimate of how much material is available for further diversion. Material recovery rates are based on the average performance of a mature municipal program with high participation (approximately 80% recovery rate). It should be noted that estimates for yard waste, Municipal Household Special Waste (MHSW), and bulky materials such as construction and demolition waste and scrap metal may be understated, as data for these materials are challenging to capture through curbside audits.

Table 1: Residential Solid Waste Diversion Opportunity Analysis

| Waste/ Resource Material | Estimated Composition (%) | Total Material in Waste Stream ¹ (tonnes) | Material Available for Diversion ² (tonnes) | Material Currently Diverted (tonnes) | Material Remaining in Waste Stream for Diversion (tonnes) | Material Remaining in Waste Stream for Diversion (% of total waste stream) |
|--|---------------------------------|--|---|---|---|---|
| Fibres (e.g., paper, cardboard) | 23.0% | 3,793 | 3,035 | 1,534 | 1,500 | 9.1% |
| Metals (aluminum, steel, mixed metal) | 2.3% | 387 | 309 | 89 | 220 | 1.3% |
| Plastics (containers, film, tubs and lids) | 4.3% | 712 | 570 | 223 | 347 | 2.1% |
| Glass | 4.4% | 719 | 575 | 349 | 226 | 1.4% |
| Waste Electronics | 0.2% | 37 | 30 | 30 | nil ³ | 0.0% |
| MHSW | 0.4% | 70 | 56 | 20 | 36 | 0.2% |
| Food Waste | 21.0% | 3,477 | 2,782 | 16 | 2,765 | 16.7% |
| Yard Waste | 6.3% | 1,043 | 834 | 906 | nil | 0.0% |
| Other Organics | 2.7% | 448 | 358 | 0 | 358 | 2.2% |
| Scrap Metal | 0.6% | 106 | 85 | 106 | nil | 0.00% |
| Bulky Items | 0.21% | 35 | 28 | 35 | nil | 0.00% |
| Construction / Demolition | 9.27% | 1,531 | 1,224 | 1,531 | nil | 0.00% |
| Tires | 1.3% | 222 | 178 | 222 | nil | 0.00% |
| Total Divertable Materials | 76.2% | 12,580 | 10,064 | 5,061 | 5,003 | 33.0% |
| Residue (garbage) | 23.8% | · | | | | |
| Current Diversion Rate | | | | 30.6% | | |
| Potential Diversion Rate | | | | | | 63.7% |

¹ Based on 16,517 tonnes of residential waste generated per year ² Based on a recovery rate of 80%; that is, 80% of the material in the waste stream can reasonably be expected to be captured for diversion.

³ In some cases, the amount of material being captured is greater than the target 80% recovery rate. In these cases, the amount of capturable material remaining in the waste stream is assumed to be minimal, or nil.

3 Solid Waste Management Options

3.1 Overview

This section reviews the various solid waste collection and recycling service options under consideration by the County. A draft list of services were prepared to be considered for either inclusion in the upcoming solid waste and recycling collection and processing tender and/or implementation at the time of the new contract. The draft service options were based on an evaluation of Brant's current system, previous studies completed by Brant (eg. organics pilot study, user pay, etc.), prior service requests by Councillors and the Public, and waste management best practices of other municipalities that are similar in size and scope. Section 3.2 describes the various collection service options and combination of options being considered for inclusion in the tendering process. Section 3.3 describes the other waste management options under consideration as part of the County's broader waste management system.

3.2 Solid Waste Collection and Processing Tender Package Options

The potential options that could be included in the future waste collection and processing Tender Package include various combinations of garbage, recycling and household organics collection and processing initiatives, including whether a collection service is provided weekly or every other week (EOW). The potential Core Service Tender Package options are described in the table 2 below, including the anticipated change in cost and waste diversion. Other potential options that could be included in the tender package are listed in table 3.

Table 2: Potential Core Service Package Alternatives

| Option / Description | Anticipated Change in Diversion | Anticipated Change in Cost |
|--|---|--|
| Collection Frequency Option 1: Current Program | Similar diversion | No change (approximately \$90 per household) |
| Weekly garbage collection | | |
| EOW recycling collection | | |
| Collection Frequency Option 2 | Approximately 3% increase due to more frequent recycling collection | Approximately 15% to 20% cost increase, due to increased |
| Weekly garbage collection | | recycling collection costs |
| Weekly recycling collection | | |

| Option / Description | Anticipated Change in Diversion | Anticipated Change in Cost | |
|--|--|--|--|
| Collection Frequency Option 3 | Approximately 13% more diversion, through addition of kitchen organics | Approximately 10% to 15% cost increase | |
| Every Other Week (EOW)garbage collection | program and shifting garbage collection from weekly to EOW | Includes cost savings from EOW garbage collection, plus additional costs from organics collection and processing | |
| EOW recycling collection | | | |
| Weekly kitchen organics collection | | | |
| Collection Frequency Option 4 | Approximately 16% more diversion, due to more frequent collection of | Approximately 25% to 35% cost increase | |
| EOW garbage collection | recyclables, addition of kitchen organics program, and shifting | Includes cost savings from EOW garbage collection, plus | |
| Weekly recycling collection | garbage collection from weekly to EOW | additional costs from weekly recycling collection and organics | |
| Weekly kitchen organics collection | | collection and processing | |
| Collection Frequency Option 5 | Approximately 15% more diversion, due to more frequent collection of | Approximately 35% to 45% cost increase | |
| Weekly garbage collection | recyclables and addition of kitchen organics program | Includes additional costs from weekly recycling collection and | |
| Weekly recycling collection | | organics collection and processing | |
| Weekly kitchen organics collection | | | |

Table 3: Other Potential Options for Tender Package

| Option / Description | Anticipated Change in Diversion | Anticipated Change in Cost |
|---|---|-------------------------------|
| Curbside Collection of Bulky Waste Would involve curbside collection of residential bulky waste on either a call-in, or semi-regular basis (eg. annual curbside collection event) Bulky waste would include furniture, appliances, etc. | Minimal increase in diversion anticipated Assumes most divertible bulky goods (e.g., appliances) already captured via drop off at transfer stations and commercial take back programs. | Approximately \$200,000 |

| Option / Description | Anticipated Change in Diversion | Anticipated Change in Cost |
|--|---|---|
| Single-sided Curbside Collection (select rural roads) Would involve collection of residential waste from one side of road only (on select rural roads, in areas of minimal traffic) Roads would only be considered where the practice can be done safely | No change in diversion | Potential cost savings of about \$200,000 to \$250,000 (or about 10% of the current waste management budget) |
| Expanded List of Blue Box Items Expanding the list of materials collected through recycling program, to include plastic film and EPS (e.g., Styrofoam) | Possible increase of 0.1% to 0.2% (based on weight) | Approximately \$45,000 (Potential to reduce costs if plastic film collected via a depot or through retail take-back) |
| Revert from Single Stream to Dual Stream Recyclables Collection Would involve switching from current single stream collection for blue box materials to dual stream collection (i.e., separate bins for containers and for paper/cardboard) Potential to reduce processing costs through increased competition by allowing both single-stream and dual-stream facilities to bid and reduced contamination levels in blue box stream. However, collection cost would likely increase. | Negligible impact on diversion | Potential annual cost savings, but amount is unclear. Approximately \$100,000 implementation cost for extra bins and promotion (could be rolled into tender) |
| Collection from Multi-Unit Residences and Schools Would extend collection of recyclables to multi-unit residential buildings (e.g., apartments and condominiums) and schools | Approximately 1% | Approximately \$25,000 |
| Spring and Summer Yard Waste Collection Current urban-only leaf collection expanded to include other yard waste from across the County in spring and in summer (3 times each season) | About 2% increase | Approximately \$190,000 |

| Option / Description | Anticipated Change in Diversion | Anticipated Change in Cost |
|---|---|-----------------------------------|
| Discontinuation of Christmas Tree Collection Program Would see Christmas Tree collection program stopped, which currently occurs first 2 weeks in January | Diversion may decrease by about 1% if Christmas trees end up in garbage | Cost savings of about \$10,000 |

3.3 Non-Collection/Processing Contract Service Programs

In addition to the waste collection and processing tender package service options, the County is also exploring a variety of other waste management service options. These are presented in the table below.

Table 4: Non-tender Solid Waste Collection Service and Policy Options

| Option / Description | Anticipated Additional Diversion | Anticipated Additional Cost / Savings |
|---|--|--|
| Garbage Collection and Management | | |
| Extended Hours of Operation (Paris Transfer Station) Extend hours of operation at the Paris Transfer Station seasonally (May to November) by one or two evenings a week | No additional diversion anticipated | Approximately \$17,000 per year (assuming two evening per week, open until 7 pm) |
| Paris Transfer Station Capital Improvements Capital improvements could include twinning the weigh scales and upgrading the drop-off area with elevated access to the waste bins (8 bins) Weigh scale would improve the County's traffic flow onsite. Drop-off area upgrade would improve customer experience at site by improving appearance of site | No additional diversion anticipated | Approximately \$600,000 for capital improvements |

| Option / Description | Anticipated Additional Diversion | Anticipated Additional Cost / Savings | |
|---|--|--|--|
| Increased Tip Fee Loads for Unsorted Waste Unsorted loads (i.e., include recyclable or divertable wastes mixed with waste to be landfilled) would be charged a higher tip fee than pre-sorted loads Would provide financial incentive to customers to pre-sort materials into recyclable and non-recyclable wastes | Potential to increase diversion by 1% to 3%, based on improved sorting/segregation | Cost/revenue neutral | |
| Clear Garbage Bags Adoption of a policy requiring garbage to be placed in clear garbage bags Residents allowed use of a small opaque bag as a privacy bag (i.e., for disposal of personal items) within the clear bag Bags containing significant amounts of recyclables or waste that should otherwise be sorted out (e.g., MHSW) would be left at the curb with a sticker of explanation | Potential diversion increase of approximately 1.5% (or 3% if in combination with household organics diversion program) | Start-up cost of approximately \$12,000 for coordination and advance promotion and education | |
| Reduced Bag Limits Would the reduce bag limit from the existing (5) Residents would be required to take excess garbage to landfill or transfer station Data shows that average number of garbage bags set out per household is 2 | Potential to increase diversion by 1% to 3% | Approximately \$5,000 for planning and promotion | |

| Option / Description | Anticipated Additional Diversion | Anticipated Additional Cost / Savings |
|---|---|---|
| User Pay (or Pay As You Throw) Customers would pay for the amount of garbage placed out for collection (e.g., use of bag tags) Bag tags would cost homeowners between \$1 to \$2 | Potential to increase diversion by 1% to 3% | Approximately \$12,000 for implementation and start-up Revenue from bag tags revenue would be applied to garbage collection costs |
| Recycling Collection and Processing | | |
| Public Space Recycling Providing opportunities for the public to dispose of recyclable material in a recycling receptacle instead one for garbage Could include a single recycling receptacle next to a garbage receptacle, or a combined garbage/recycling waste collection station | Approximately 5 tonnes per year, or 0.5% diversion rate increase (based on 100 public space recycling bins) | Based on 100 recycling bins, anticipated costs include: • \$45,000 for promotion/education/implementation • \$120,000 for capital costs • \$25,000/year operating cost |
| Extra Recycling Bin for Residents Residents would be provided with extra 22-gallon blue box bin at no cost to them Would encourage increased recycling by providing more space for recyclable materials Would also help to reduce litter escaping from overflowing blue bins | Approximately 1% to 2% | Approximately \$88,000 |

| Option / Description | Anticipated Additional Diversion | Anticipated Additional Cost / Savings |
|--|--|---|
| No-charge Blue Box Replacements Residents would be able to obtain replacement blue boxes at no charge Distribution would be tracked to prevent abuse of program | Minimal change in diversion | Approximately \$4,500 per year (assumes 5% of households require blue bin replacement annually) |
| Policy to Ban Recyclables from Garbage • Policy that would require enforcing existing bylaw prohibiting recyclable material from being disposed as garbage | Approximately 1% | Approximately \$10,000 for education and enforcement |
| Other Waste Management Service and Policy Options | | |
| Municipal Hazardous and Special Waste (MHSW) – Additional Special Event(s) Includes holding one or more additional special MHSW collection events, similar to the one currently held by the County | Up to 1% increase; however, would consist of hazardous/potentially toxic materials that is best kept out of landfill | Approximately \$30,000 per event |
| Municipal Hazardous and Special Waste (MHSW) – Permanent Depot Includes establishing a permanent residential MHSW depot at either the Paris Transfer Station or the Biggars Lane Landfill Hours of operation would be limited (e.g., Saturdays only) | Up to 1% increase; however, would consist of hazardous/potentially toxic materials that is best kept out of landfill | Capital cost: approximately \$60,000 to \$80,000 for MHSWM depot shelter Annual operating cost: approximately \$25,000 Note: does not include potential savings from discontinuing annual MHSW special event |

| Option / Description | Anticipated Additional Diversion | Anticipated Additional Cost / Savings |
|--|---|---|
| Food Waste Reduction Campaign • A promotion and education program to reduce avoidable food waste (e.g., spoilage) | Potentially up to 3%, but amount is unclear and difficult to measure | Approximately \$6,000 for promotion and education |

4 Consultation Summary

4.1 Consultation Process

The consultation process for this project consisted of the following:

- The public consultation process was advertised in the Brantford Expositor, Brant News and Paris Star on July 7, 14 and 21, St. George Lance June 30, and the Burford Times on July 14 and 21; and on the County of Brant Website, Facebook page, Twitter feeds, and "My Waste" app.
- Presentation to the County of Brant Public Works Committee, July 2016;
- Three Public Information Centres (PICs) at the following locations:
 - July 18, 2016 South Dumfries Community Centre and Arena
 - July 19, 2016 Brant Sports Complex
 - July 28, 2016 Mt. Pleasant Community Centre; and
- An online survey.
- The Public Information Centre display boards were posted on the County's website.

The results from the consultation activities are summarized below.

4.2 Public Information Centre Summary

4.2.1 Overview

Three PICs were held across Brant County. The table below summarizes the dates and locations of the PICs, as well as the number of attendees and comment forms received.

Table 5: Public Information Centre Summary

| | PIC 1 | PIC 2 | PIC 3 |
|---------------|--|---|---|
| Date and Time | July 18, 2016 5:00 pm to 8:00 pm | July 19, 2016 5:00 pm to 8:00 pm | July 28, 2016 5:00 pm to 8:00 pm |
| Location | South Dumfries Community Centre and Arena, 7 Gaukel Dr., St. George | Brant Sports Complex, 944 Powerline Rd., Paris | Mt. Pleasant Community Centre, 711 Mt. Pleasant Road, Mt. Pleasant |
| Attendees | 5 | 14 | 12 |
| Comment Forms | 0 | 1 | 4 |

The PICs were held in an "open house" style format. Display boards were set up at the meeting space that described the project to attendees, presented summary information about the County's waste generation and diversion rates, and described the various options under consideration as part of the County's Solid waste and Recycling Service Options review. County and EXP staff attended the PICs to provide direction and answer questions. PIC attendees were provided with circular coloured coding stickers and invited to use them to indicate their level of support for the options presented on the boards. Attendees did this by placing the sticker in the appropriate location on the display boards. Copies of the display boards are provided in Appendix A. The summary of feedback received is discussed below.

4.2.2 Core Package Alternatives (PIC Feedback)

The upcoming waste collection and processing tender package will request pricing for alternative service levels for solid waste management collection services. Attendees were asked to indicate which of the core package alternatives they supported. The display boards described the package alternative and the anticipated cost increase (based on an average cost per household) and anticipated change in diversion from the current solid waste collection program. The option that received the greatest support was Option 3 (Every Other Week (EOW) garbage and recycling collection with weekly organics collection), followed by Option 4 (EOW garbage collection with weekly organics and recycling collection). The support for the various core package options are summarized in table 6.

Table 6: Level of Support for Tender Package Alternatives (PIC)

| Option # | | | | of Attending Supp | |
|-------------|---|-------------------|-------|-------------------|--------------|
| | | PIC 1 and 2 | PIC 3 | Total | Support * |
| 1 | Current program Weekly garbage collection Every other week recycling collection (\$90 per average household, same diversion) | 4 | 1 | 5 | 14% |
| 2 | Weekly garbage collection Weekly recycling collection (~15% - 20% cost increase, ~3% increased diversion) | 0 | 0 | 0 | 0% |
| 3 | Every other week garbage collection Every other week recycling collection Weekly kitchen organics collection (~10% to 15% cost increase, ~13% more diversion) | 11 | 7 | 18 | 51% |
| 4 | Every other week garbage collection Weekly recycling collection Weekly kitchen organics collection (~25% to 35% cost increase, ~16% more diversion) | 7 | 5 | 12 | 43% |
| 5 | Weekly garbage collection Weekly recycling collection Weekly kitchen organics collection (~35% to 45% cost increase, ~15% more diversion) | 0 | 0 | 0 | 0% |

^{*} Based on a total of 31 attendees for all three PICs.

4.2.3 Additional Waste Management Service Options

In addition to the core solid waste collection service packages described in the previous section, the public were asked to indicate their level of support for 19 other solid waste service options. These include:

- Capital improvements to the Paris transfer station and extended seasonal hours of operations;
- Increased tip fees for unsorted loads at the transfer station and landfill;
- An additional Municipal Hazardous and Special Waste (MHSW) special event;
- A permanent depot for MHSW:
- Public space recycling;
- Expanding the list of accepted blue box items by adding plastic film and EPS;
- Providing an extra free blue box bin;
- Free blue box replacements;

- Spring and summer yard waste collection;
- The discontinuation of Christmas tree collection;
- Reverting from single stream to dual stream recyclables collection;
- Food waste reduction campaign;
- Implementation of a clear garbage bag program;
- Curbside collection of bulky waste;
- Collection of recyclables from multi-unit residences and schools;
- A policy to ban recyclables from garbage;
- Reduced bag limits;
- User pay (or pay as you throw); and
- Curbside collection on one side of road on select rural roads.

The options are presented in Table 7 and organized according to level of support received. Those options that receiving more positive than negative support (i.e., 50%) are depicted in bold text.

Table 7: Level of Support for Solid Waste Management Options (PIC)

| Other Options | Strongly Support | Somewhat Support | Overall Support |
|---|---------------------|---------------------|--------------------|
| Expanded List of Accepted Blue Box Items | 80% | 17% | 97% |
| Policy to Ban Recyclables from Garbage | 83% | 13% | 97% |
| Reduced Bag Limits | 74% | 19% | 94% |
| Collection from Multi-Unit Residences and Schools | 76% | 16% | 92% |
| Clear Garbage Bags | 64% | 25% | 89% |
| Unsorted Load Tip Fees | 81% | 4% | 85% |
| Additional MHSW Special Event | 78% | 7% | 85% |
| An Extra Free Blue Box Bin | 48% | 32% | 81% |
| Revert from Single Stream to Dual Stream Recyclables Collection | 77% | 3% | 81% |
| Permanent MHSW Depot | 66% | 14% | 79% |
| Food Waste Reduction Campaign | 46% | 32% | 79% |
| Public Space Recycling | 57% | 18% | 75% |
| Spring and Summer Yard Waste Collection | 48% | 26% | 74% |
| Free Blue Box Replacements | 45% | 28% | 72% |
| Curbside Collection on one side of Road (select rural roads) | 61% | 10% | 71% |
| Curbside Collection of Bulky Waste | 24% | 33% | 58% |
| User Pay (or Pay As You Throw) | 32% | 26% | 58% |
| Possible Paris Transfer Station Improvements | 4% | 38% | 42% |
| Discontinuing Christmas Tree Collection | 8% | 24% | 32% |

Attendees who supported expanding the Municipal Hazardous and Special Waste (MHSW) program were also asked to indicate their preference for either an additional MHSW event or a permanent MHSW depot. Most of those that responded indicated preference for a permanent depot (63%), while 38% indicated preference for an additional event.

4.3 Online Survey Summary

4.3.1 Overview

Feedback on which options residents support was also obtained through an online survey. The online survey was available from July 18 to August 12, 2016. The internet link for the survey was advertised in the PIC notice and available on the County's website. Hard copies of the survey were available at the PIC, but none were taken.

One hundred and forty-four online surveys were completed. The results of the online survey are discussed below.

4.3.2 Core Package Alternatives (Online Survey Feedback)

To gauge support for the core collection packages, survey respondents were asked to indicate their level of agreement with statements supporting the core waste collection and processing package options, which were also presented that the PIC's. As Figure 2 indicates, 57% of respondents generally agreed that they supported core service package Option # 2 (weekly garbage collection and weekly recycling collection), and 52% generally agreed that they supported the existing program. Conversely, 55% of respondents generally disagreed that they would support Option # 3 (EOW garbage and recycling collection and weekly kitchen organics collection) and 52% disagreed that they would support Option # 4 (EOW garbage and weekly recycling and kitchen organics collection).

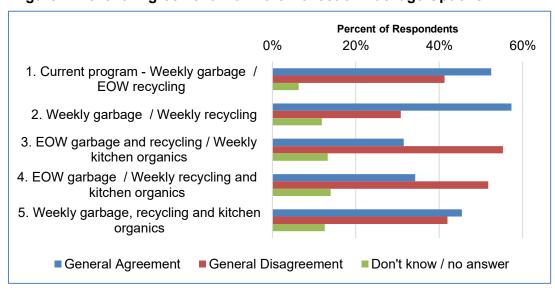


Figure 2: Level of Agreement with Core Collection Package Options

When the results from the online survey are compared against feedback received through the PIC, the level of support for the various options are not consistent. For example, while approximately 57% of survey respondents indicated support for Option 2, no support was communicated through the PICs. Conversely, Option 3

was most widely supported according to the PIC feedback, while it received the lowest support through the online survey.

4.3.3 Additional Waste Management Service Options

The online survey also examined preference of the other potential solid waste service options which were also presented at tha PIC's. These are discussed below.

4.3.3.1 Bulky Waste Collection

With respect to bulky waste collection, survey respondents were asked whether their preference was for:

- The existing option of taking large items to the landfill or transfer station;
- An annual collection event:
- A call-in service that could be accessed throughout the year; or
- If they had no preference.

The general preference was for some type of collection service (75%), although preference was split between a call-in service (37.8%) and an annual collection event (37.1%). The existing option of taking their own bulky waste to the landfill or transfer station was preferred by 13.3%. The results of the question are summarized below.

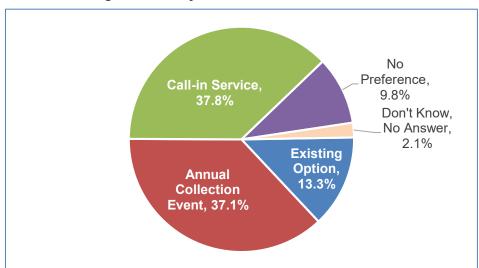


Figure 3: Bulky Waste Collection Preference

4.3.3.2 Kitchen Organics Program

There was strong support indicated for curbside collection of kitchen organic waste (i.e., green cart source separated organic collection program, or SSO), as 73% of

respondents either strongly agreed or agreed that they would support an SSO/kitchen organics program, with 21% indicating disagreement. Figure 4 summarizes the responses.

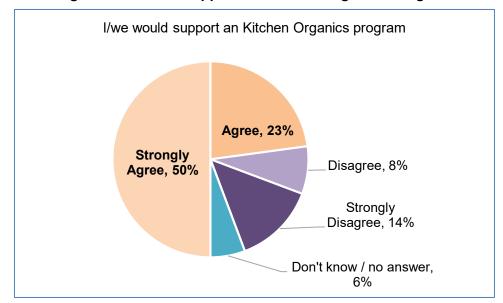


Figure 4: Level of Support for Kitchen Organics Program

In addition to the above organics question respondents were also asked to indicate their level of agreement with the following statement:

• If the County of Brant were to establish a weekly kitchen organics collection program (i.e., a "green cart" program) along with our recycling program, I/we would have very little garbage left over to manage and would participate in a bi-weekly (every other week) garbage collection.

Slightly more than half (56%) generally agreed with this statement, while about two-fifths (39%) generally disagreed. Figure 5 summarizes the responses.

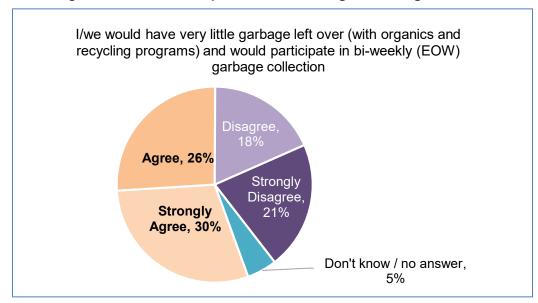


Figure 5: Perceived Impact of Kitchen Organics Program

4.3.3.3 Food Waste Reduction Promotion and Education

About two-thirds (69%) of respondents said they either agreed or strongly agreed that they would support implementation of a promotion and education campaign to reduce food waste. Figure 6 below summarizes the responses.

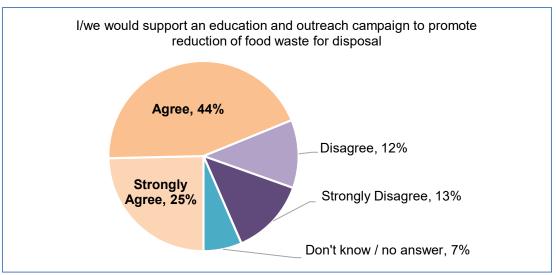


Figure 6: Level of Support for Food Waste Reduction Campaign

4.3.3.4 Public Space Recycling

There was considerable support for public space recycling, as 92% of respondents agreed or strongly agreed that they would support placing recycling bins in public areas such as arenas, parks and trails. Figure 7 below summarizes the responses.

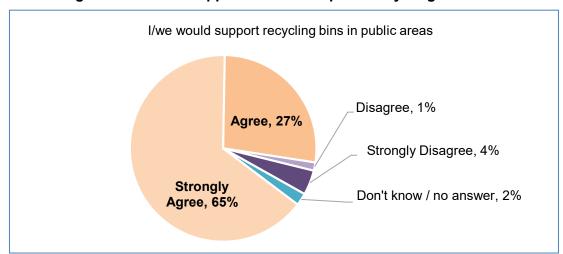


Figure 7: Level of Support for Public Space Recycling

4.3.3.5 Municipal Hazardous and Special Waste

Respondents were asked to indicate their preference for either one or two additional municipal household special waste (MHSW) events per year, a permanent MHSW depot at one of the transfer stations, or to continue with the existing arrangement of one event per year. Preference for one or two additional events per year (39%) was slightly higher than the permanent MHSW depot (36%), but both were considerably higher than for the existing program (14%).

Figure 8 summarizes the survey responses for this question.

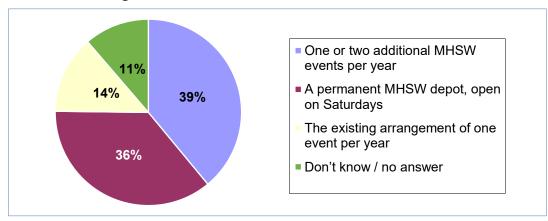


Figure 8: Preference for MHSW Services

4.3.3.6 Waste Collection Policies

Respondents were asked whether they would support certain collection policies in order to help support curbside recycling and increase waste diversion. The policy options included:

- Using clear bags for garbage, to identify if recyclables are going into the garbage and help educate program users (an opaque "privacy" bag would be allowed inside the clear bag for personal privacy items);
- The use of bag tags, at a nominal cost (e.g., \$2 to \$3 per bag, as in other jurisdictions), for any waste bags placed at the curb for collection;
- Reduction of County's bag limit, from the current limit of 5 bags/week;
- Curbside Collection on one side of Road (select rural roads) and
- Banning of recyclables from the garbage.

Reducing the current bag limit and single side collection received the greatest support of the policies, while requiring bag tags on all bags of garbage received the lowest (11%). One-third (34%) said that they would not support any of the policies. The results are summarized below.

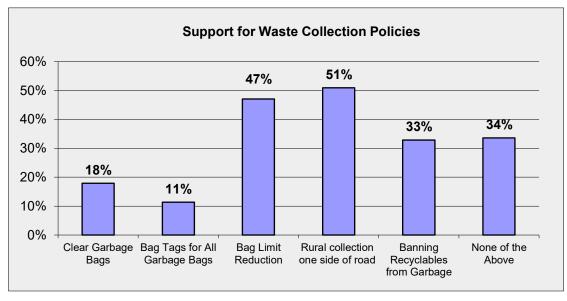


Figure 9: Level of Support for Waste Collection Policies

4.3.3.7 Recycling Program Enhancements

Respondents were asked whether they supported specific enhancements to the recycling program, including:

- Free replacement blue boxes for residents;
- Adding additional materials like polystyrene (i.e., Styrofoam) and film plastic to the recycling program;
- Recycling collection from schools;
- Recycling collection from apartments and condos; and
- A recycling program "reboot" where all residents receive an additional blue box.

Including recycling collection for schools was most widely supported (77%), followed by adding addition material to the program (eg. polystyrene and plastic film) (75%) and recycling collection for apartments and condos (70%). The recycling "reboot" was least supported, although it was still supported by more than half (56%) of respondents. The survey results are summarized below.

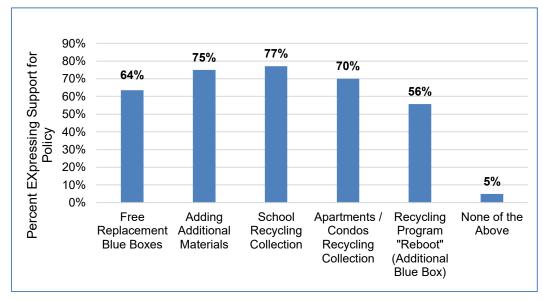


Figure 10: Level of Support for Recycling Program Enhancements

4.3.3.8 Paris Transfer Station Hours of Operation

Respondents were asked for their feedback on whether the hours of the Paris Transfer Station met their needs. Of those that reported using the transfer station, 57% said that the hours are sufficient, while 31% said that they were not (see Figure 11).

Of those who said the hours were not sufficient:

- 80% said it was because the hours during the week are inconvenient;
- 27% said they were unable to get to the transfer station on a Saturday; and
- 23% said that the number of hours the transfer station is open is insufficient for the number of times they want to use it.

Comments received for this question noted in the following text box.

Its crazy busy on Saturday, and on a nice day it can take all day to drop leaves, etc. Seasonal hours would be nice.

Longer hours on Saturdays.

Saturday are too busy and should be able to go on other days.

Hours need to be open until 5:30 to allow Paris residents to return from work, pack items and deliver to site.

Sundays please! And until 6pm on Saturday.

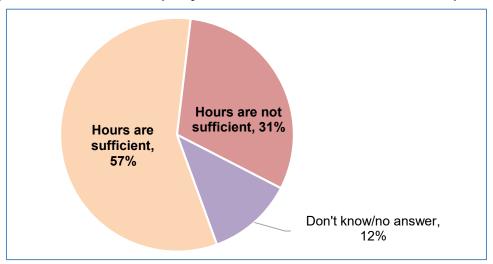


Figure 11: Perceived Adequacy of Paris Transfer Station Hours of Operation

Respondents were provided with a selection of possible options for extending the hours of operation of the transfer station and asked which they most preferred. Nearly half (45%) said they most preferred having evening hours one night per week, followed by being open on Sunday (18%). Figure 12 summarizes the results to this question.

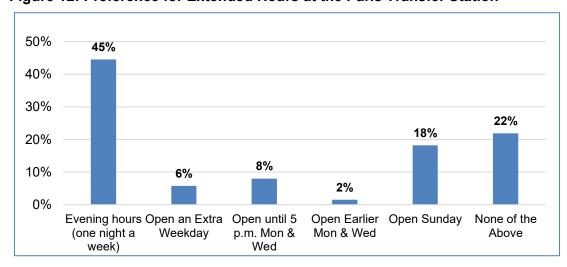


Figure 12: Preference for Extended Hours at the Paris Transfer Station

4.3.3.9 Biggars Lane Landfill Hours of Operation

Respondents were asked for their feedback on whether the hours of the Biggars Lane Landfill met their needs. Of those that reported using the landfill, 71% said

that the hours are sufficient, while 10% said that they were not. Eighteen percent responded don't know/no answer (see Figure 13

Of those who said the hours were not sufficient:

- 80% said it was because the hours during the week are inconvenient; and
- 40% said they were unable to get to the landfill on a Saturday.

Two comments received said that it would be helpful if the landfill could be open later (e.g., until 6 or 7 pm) one or two evenings per week.

Hours are sufficient, 10%
None of the above, 1%
Don't know/no answer, 18%

Figure 13: Perceived Adequacy of Biggars Lane Hours of Operation

4.3.3.10 Unsorted Load Tip Fees

Respondents were asked if they agreed that the County should charge higher tip fees for mixed or unsorted waste at the landfill site or transfer station to encourage waste diversion. Nearly two-thirds (59%) generally agreed with this, while slightly more than one-quarter (about 27%) did not. Figure 14 summarizes the survey result.

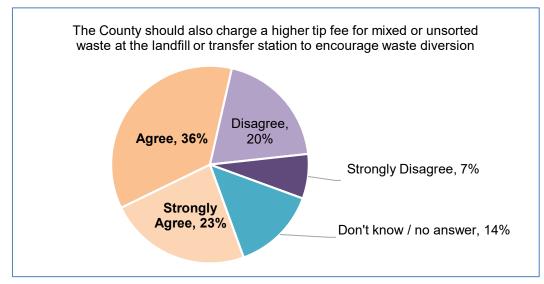


Figure 14: Preference for Graduated Tipping Fees

4.3.3.11 Expanded Leaf and Yard Waste Collection

Respondents were asked whether they would like the County to establish a yard waste collection program across the County, where curbside leaf and yard waste collection is made available for 3 weeks in the spring and in the fall. There was strong agreement with this, with more than four-fifths (86%) generally agreeing with the statement above. Figure 15 summarizes the survey result.

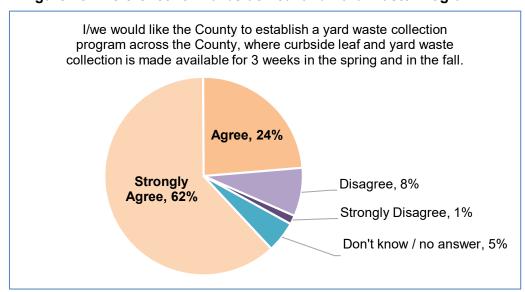


Figure 15: Preference for Curbside Leaf and Yard Waste Program

4.3.3.12 Christmas Tree Collection

Respondents were asked whether they would like the County to retain its existing Christmas tree collection program, which takes place during the first two weeks of January. The majority of respondents (about 81%) agreed that they would. Figure 16 summarizes the survey result.

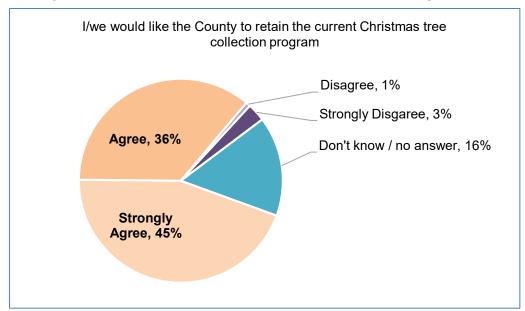


Figure 16: Preference for Christmas Tree Collection Program

4.3.3.13 Single and Dual Stream Recycling

Respondents were advised that the County of Brant has the option to consider both single stream or dual stream program approaches in the next collection tender and asked if they would be willing to go back to the dual stream system if it would increase program efficiency. More than three-quarters (77%) agreed that they would, while less than one-quarter (21%) said they disagreed. Figure 17 summarizes the survey result.

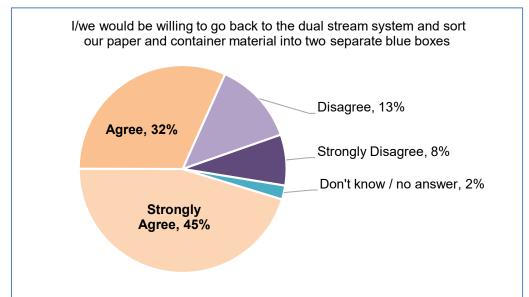


Figure 17: Willingness to Revert to Dual Stream Collection for Recycling

4.3.3.14 Survey Demographics

The survey also asked respondents information about the number of people living in their household and their age. More than three-quarters (78%) of respondents said they had from 2 to 4 people in their household. The most common age range represented among the respondents were those aged 30 to 34 years (19%), followed by those aged 35 to 39 years (18%). Figures 18 and 19 summarize the demographics.

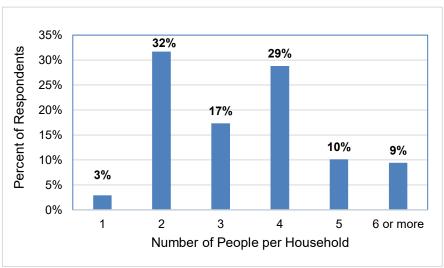


Figure 18: Number of People in Household

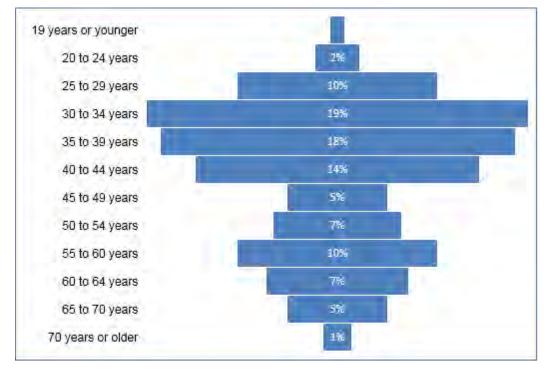


Figure 19: Distribution of Age of Respondents

4.4 Consultation Conclusions

Based on the feedback received through the consultation, there are a number of solid waste management options that have received very positive support from the public. These include:

- Expanding the list of items collected in the blue box;
- Collection by the County of recyclables from schools and apartments/condos;
- Recycling in public spaces;
- Reverting back to dual stream collection, if beneficial;
- Introduction of a kitchen organic collection program;
- Food waste reduction promotion program;
- Expanding collection services for MHSW, whether it be a permanent depot or additional special events.;
- Curbside collection of Bulky Waste;
- Spring and fall leaf and yard waste collection program; and
- Waste collection on one side of the road in select rural areas.

Conversely, the one option that received very little support was discontinuing the Christmas tree collection.

5 Recommendations

5.1 Outcomes

Tables 8 and 9 present the public support for the tender package options and the other potential solid waste management options. The overall support column is the combined results of the PICs and the online survey.

Table 8: Total Level of Support for Collection and Processing Tender Options

| Option | Overall Support |
|---|-----------------|
| Collection Frequency Option 1: Current Program Weekly garbage collection EOW recycling collection | 46% |
| Collection Frequency Option 2Weekly garbage collectionWeekly recycling collection | 47% |
| Collection Frequency Option 3 EOW garbage collection EOW recycling collection Weekly kitchen organics collection | 35% |
| Collection Frequency Option 4 EOW garbage collection Weekly recycling collection Weekly kitchen organics collection | 36% |
| Collection Frequency Option 5 Weekly garbage collection Weekly recycling collection Weekly kitchen organics collection | 37% |
| Kitchen Organic Collection Program (This response reflects the support for an kitchen organics program being included in the Collection Frequency Options) | 69% |

| Option | Overall Support |
|--|-----------------|
| Spring and Summer Yard Waste Collection | 82% |
| Expanded List of Blue Box Items | 78% |
| Revert from Single Stream to Dual Stream Recyclables Collection (if it results in economic benefits) | 76% |
| Collection from Multi-Unit Residences and Schools | 75% |
| Curbside Collection of Bulky Waste | 72% |
| Single-side rural Curbside Collection | 53% |
| Discontinue Christmas Tree Collection | 9% |

Table 9: Total Level of Support for Other Services and Policy Options

| Option | Overall Support |
|---|--------------------|
| Public Space Recycling | 88% |
| Enhanced MHSW Program | 76% |
| Food Waste Reduction Campaign | 70% |
| Free Blue Box Replacements | 64% |
| Unsorted Load Tip Fees | 62% |
| An Extra Free Blue Box Bin | 59% |
| Reduced Bag Limits | 55% |
| Policy to Ban Recyclables from Garbage | 44% |
| Clear Garbage Bags | 30% |
| Paris Transfer Station Improvements | 25% |
| User Pay (or Pay As You Throw) | 20% |
| Discontinuing Christmas Tree Collection | 9% |
| Change to Biggars Land Landfill hours | 6% |

5.2 Waste Collection and Processing Tender Package Options

The recommended options for inclusion in the solid waste and recycling collection and processing tender package are based on receiving greater than 50% support or more from the results of the public consultation activities. Other evaluation factors also considered include level of customer service, and cost savings. The exception to this is the inclusion of collection frequency option 1, and 2 which is recommended for the tender package. Option 1 provides a baseline for comparison against the other options and option 2 received 47% support and is a possible enhanced level of service compared to the current program without a kitchen organics collection program. The recommended tender package options and their rationale is provided in the following table.

Table 10: Recommended Tender Package Options

| Recommended Options to Include in Tender Package | Rationale |
|---|--|
| Collection Frequency Option 1: Current Program • Weekly garbage collection • EOW recycling collection | As the current option, it provides a baseline against which the other option packages can be compared Received 46% support |
| Collection Frequency Option 2 Weekly garbage collection Weekly recycling collection | Option 2 received 47% Enhanced level of service option compared to current program without Kitchen organics collection |
| Collection Frequency Option 5 Weekly garbage collection Weekly recycling collection Weekly kitchen organics collection | Option 5 received 36% and option 4 received 37% support Includes kitchen organics collection, which was supported by 69% of the respondents |
| Collection Frequency Option 4 EOW garbage collection Weekly recycling collection Weekly kitchen organics collection | Would provide a significant increase in diversion Option 5 would provide a high level of customer service while option 4 could generate higher diversion and provide a lower cost than option 5 |
| Spring and Summer Yard Waste Collection | Received 82% supportProvides customer service increasePotential to increase waste diversion |
| Expanded List of Blue Box Items | Received 78% supportPotential to increase waste diversion |

| Recommended Options to Include in Tender Package | Rationale |
|--|---|
| Revert from Single Stream to Dual Stream Recyclables Collection if it provides economic advantages | Received 76% supportCould provide cost savings |
| Collection from Multi-Unit Residences and Schools | Received 75% supportProvides customer service increase |
| Curbside Collection of Bulky Waste | Received 72% supportProvides customer service increase |
| Curbside Collection on one side of Road (select rural roads) | Received 53% supportCould provide cost savings |

5.3 Non Tender Service Options

Similar to the tender collection package options, recommendations for further consideration by the County for the non-tender waste management options were based on receiving greater than 50% support or more from the results of the public consultation activities. Other evaluation factors also considered include increased level of customer service, and cost savings. These options are summarized in the table below.

Table 11: Other Recommended Waste Management Options

| Recommended Tender Option | Rationale |
|---|---|
| Public Space Recycling | Received 88% supportPotential to increase waste diversion |
| Enhanced Municipal Hazardous and Special Waste (MHSW) Program Permanent Depot Additional Special Event(s) While support for additional household events and for a permanent MHSW depot were similar, slightly more respondents were in favour of an additional event. It is recommended that the County assess the cost-benefit of proceeding with either a permanent depot or the use of events. | Received 76% support While this option does not provide significant waste diversion and it increases cost, it does provide an opportunity to remove toxic material from the waste stream |
| Food Waste Reduction Campaign | Received 70% support |

| Recommended Tender Option | Rationale | | |
|----------------------------|---|--|--|
| | Potential to increase waste diversionPotential to reduce cost | | |
| Free Blue Box Replacements | Received 64% supportProvides customer service increase | | |
| Unsorted Load Tip Fees | Received 62% support | | |
| An Extra Free Blue Box Bin | Received 59% support Provides customer service increase Potential to increase waste diversion | | |
| Reduced Bag Limits | Received 55% supportPotential to increase waste diversion | | |

Appendix A – Public Consultation Material and Public Comments



Welcome!

Welcome to this Public Information Centre.

Please sign in and take a comment sheet and voting stickers.

The purpose of this Public Information Centre is to:

- Present information about the project.
- Provide information about the performance of Brant's current residential solid waste management system.
- Share information about possible service options for consideration.
- Seek public input and comments.
- If you have questions, our team members are available to discuss the project with you.
- Please place your comment sheets in the "Comment Box" or send them by August 12, 2016 to either:

Matthew D'Hondt., C.E.T Solid Waste/Wastewater Operations Manager Corporation of the County of Brant 26 Park Avenue, P.O. Box 180 Burford, ON NOE 140 Email: publicovis@brant.ca

John Smith exp. Services Inc. 1595 Clark Boulevard. Brampton, ON L6T 4V1 Email: john.smith@exp.cc





/

About this Project

- The County of Brant is completing a review of its solid waste and recycling programs in advance of its next solid waste and recycling collection and processing tender.
- The next tender contract period is anticipated to be for the period of November 2017 to 2024.

Purpose of the Service Review

- To determine the programs to be included for pricing in the new solid waste and recycling collection and processing tender.
- To identify the programs for potential implementation outside of the new collection contract.

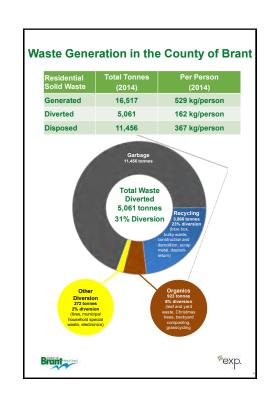
Solid Waste and Recycling Services Currently Provided by the County

- · Weekly curbside collection and disposal of garbage
- Bi-weekly curbside collection and processing of recyclable material.
- Operation of the Biggars Lane landfill site and Paris Transfer Station.
- Fall curbside collection of leaves in urban areas.
- Household Hazardous and Special Waste collection event
- · Curbside collection of Christmas trees in January.

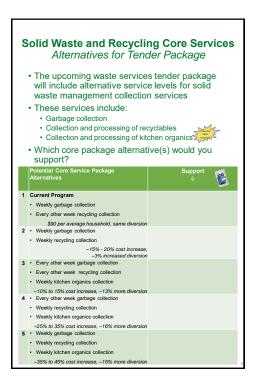
Services are funded by municipal taxes, tipping fees and blue box funding.



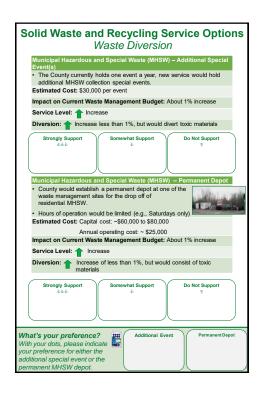




Solid Waste and Recycling Service Options • The following boards present a "long list" of solid waste and recycling options. · We want your feedback on the options you prefer or do not prefer. • Your feedback will be considered in screening the options "long list" down to a "short list," for further consideration. About the dot stickers.... The options listed include space where you can vote on the options you wish the County to consider. · Place a sticker in the appropriate box to show your level of support for particular options. • Do you have specific thoughts about the options? Please make sure to tell us, or include them on your comment If you are unable to participate with the "dot stickers", please complete our online questionnaire via the County's website (hard copies available at sign-in table) Brant





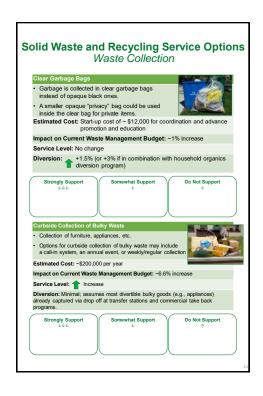


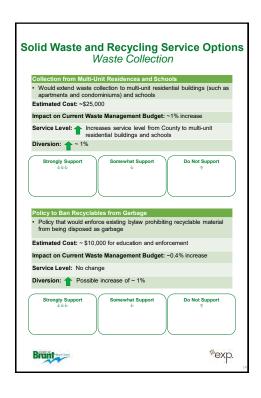


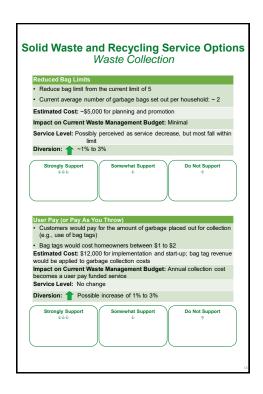


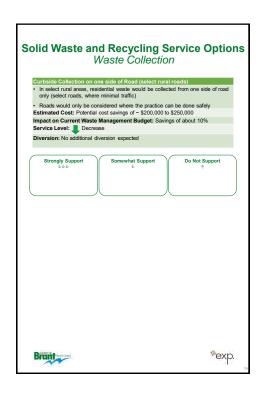












Project Next Steps

- · Next steps for this project include:
 - Analyze feedback from public
 - Considering the feedback received and the evaluation criteria below, screen the options "long list" to a short list for inclusion in the tender package and/or consideration for implementation by the County.
 - Deliver report to County Public Works Committee, including:
 - Recommendations for programs to be included for pricing in the new solid waste and recycling collection and processing tender, and
 - Recommend programs to be consideration for implementation outside of the collection contract.

Evaluation Criteria

- ✓ Estimated cost or added revenue
- Amount of waste diverted (including type of waste diverted)
- ✓ Social acceptability
- √ Ease of implementation
- ✓ Other environmental benefits



Thank you for attending! If you have any further comments, please complete a comment form. If you or someone you know were unable to indicate a preference with the "sticker dots", then please complete our online questionnaire through the County's website (hard copies available at the sign-in table).







Solid Waste and Recycling Service Review Public Information Centre July 18 19 / 28, 2016

SIGN-IN SHEET (please print)

| NAME | ADDRESS |
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| NAME | ADDRESS |
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| Lynn Travers | |
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| JOHN HUJGEN | ue . |
| BEN DUNBAR | 4 |
| GEORGE TELFER | |
| DAVE MILLER | |
| Keith Middleton | |
| Cathie Graham | |
| DAVE AROSCO | |
| Fanct Snaith | |
| Joan Gatward | |
| Spully Jones | |
| Janine Davies | |
| Beth Indraes | |
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SIGN IN SHEET (please print)

| NAME | ADDRESS |
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| Charles & Margaret Hunte | |
| KAREN SELLING | |
| WILLIAM BURDEN | |
| Jeff Leader | |
| Christal Lambut | a |
| Elizabeth Forjohann | |
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COMMENT SHEET

Thank you for participating in County of Brant's solid waste and recycling service review.

We hope you were able to use the dot stickers to indicate your choices on the display boards. If you were unable to use the dots, you can complete an online survey located on the County's website at brant.ca or you can also request a hard copy of the survey at the sign in table.

If you have any additional comments to the presentation boards, please include them on this sheet.

| Did the information presented at today's Public Information Centre in | neet your information needs? |
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| Yes No No | |
| If you answered no, please indicate why: | |
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| Please return your completed comment sheet today or send them by August 12, 2016 to either: |
| Matthew D'Hondt., C.E.T Solid Waste/Wastewater Operations Manager Corporation of the County of Brant 26 Park Avenue, P.O. Box 160 Burford, ON N0E 1A0 Email: publicworks@brant.ca John Smith exp. Services Inc. 1595 Clark Boulevard. Brampton, ON L6T 4V1 Email: john.smith@exp.com |



If you answered no, please indicate why:

Solid Waste and Recycling Service Review
Public Information Centre
July 18 / 19 / 28, 2016

COMMENT SHEET

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If you have any additional comments to the presentation boards, please include them on this sheet.

No

1. Did the information presented at today's Public Information Centre meet your information needs?

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| Are there any additional services that the County should consider? If yes, please include the additional services in the space below: |
| (*) Ability to use either blue bins or rolling carts for recycling |
| garbage one week and recycling next |
| Stronger school program - education and picking up recycling from the schools. |
| -> once a year call for bulky pickup service for fee bulky iten pay per pick up tag? |
| → additional hazardous waste day |
| > drop off bins for cfl's & batteries |
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Solid Waste and Recycling Service Review Public Information Centre

July 18 / 19 / 28, 2016

| 3. | Do you have any furth | er comments or questions? | If yes, please include them | in the space below: |
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Under the Freedom of Information and Protection of Privacy Act, unless otherwise stated in the submission, any personal information such as name, address, telephone number and property location included in a submission will become part of the public record files for this matter and will be released, if requested, to any person.

Please return your completed comment sheet today or send them by August 12, 2016 to either:

Matthew D'Hondt., C.E.T
Solid Waste/Wastewater Operations Manager
Corporation of the County of Brant
26 Park Avenue, P.O. Box 160
Burford, ON NOE 1A0
Email: publicworks@brant.ca

John Smith exp. Services Inc.
1595 Clark Boulevard.
Brampton, ON L6T 4V1
Email: john.smith@exp.com



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If you have any additional comments to the presentation boards, please include them on this sheet.

1. Did the information presented at today's Public Information Centre meet your information needs?

| 2. Are there any additional services that the County should consider? If yes, please include the additional services in the space below. - Partner with crit, of Brant ford for Some Services (green bin in Organn)? - Partner with other heigh bring municipalities, for serves? - Will be social media to provide updates in waste diversion in Brant County. Contact Information (Optional) Name: Additional: Additional: Email: | Yes No | |
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3. Do you have any further comments or questions? If yes, please include them in the space below:

Under the Freedom of Information and Protection of Privacy Act, unless otherwise stated in the submission, any personal information such as name, address, telephone number and property location included in a submission will become part of the public record files for this matter and will be released, if requested, to any person.

Please return your completed comment sheet today or send them by August 12, 2016 to either:

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Solid Waste/Wastewater Operations Manager
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Email: publicworks@brant.ca

John Smith exp. Services Inc. 1595 Clark Boulevard. Brampton, ON L6T 4V1 Email: john.smith@exp.com



COMMENT SHEET

Thank you for participating in County of Brant's solid waste and recycling service review.

We hope you were able to use the dot stickers to indicate your choices on the display boards, if you were unable to use the dots, you can complete an online survey located on the County's website at brant.ca or you can also request a hard copy of the survey at the sign in table.

if you have any additional comments to the presentation boards, please include them on this sheet.

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- 3. Do you have any further comments or questions? If yes, please include them in the space below:
- IF FREE RELYCLING BINS IS IMPLEMENTED, A SYSTEM IS NEEDED TO ENSURE THERE IS NO ABUSE.
- SINGLE SIDE CULLECTION CAN BE AN ISSUE SE YOUR NEIGHBOUR POES NOT CLEAN UP ANY MESS LEFT BENIND ON YOUR SIDE OF ROPD.

Under the Freedom of Information and Protection of Privacy Act, unless otherwise stated in the submission, any personal information such as name, address, telephone number and property location included in a submission will become part of the public record files for this matter and will be released, if requested, to any person.

Please return your completed comment sheet today or send them by August 12, 2016 to either:

Matthew D'Hondt., C.E.T Solid Waste/Wastewater Operations Manager Corporation of the County of Brant 26 Park Avenue, P.O. Box 160 Burford, ON NOE 1A0 Email: publicworks@brant.ca

John Smith
exp. Services Inc.
1595 Clark Boulevard.
Brampton, ON L6T 4V1
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| Did the ir | nformation presented at today's Public Information Centre meet your information needs? |
|---|--|
| | Yes No |
| If you ans | swered no, please indicate why: |
| We appr Thank | eciated the explanation of each information Board. |
| Elizabeth a lhe Count the sehon paper through e | e any additional services that the County should consider? If yes, please include the additional in the space below: In Storjohan has been trying to get into schools waste "! The mondeful nides program on zero waste"! If y needs to encourage this program throughout al system and do more education advertiging and premphle to to each household. Only duration are we going to get everyone on to reduce the amount of garlege to go to fill site!!! |
| GM PVCIPVI CDCICO Compliance Caten Dir. Eng. Capital Dev. Serv. Eng. Tech. All Via e mail Response Coord. | RECEIVED COUNTY OF BRANT Public Works Department AUG 16 2013 Dir Not. Wat Super. Wat S |
| - | Contact Information (Optional) |
| Name: | |
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| Telephon | |



3. Do you have any further comments or questions? If yes, please include them in the space below:

Ever item on the suggestion boards was taking \$\frac{4}{2} \text{ or \$\frac{3}{2}\$ per boy of garlings. Saveral thoughts come to mind!

I. garlings will be dumped anywhere rather than pay \$\frac{4}{2}\$ or \$\frac{3}{2}\$.

2. I notice so many times that people do not fill their bags full - sametiones \$\frac{1}{2}\$, \$\frac{1}{2}\$ or \$\frac{1}{2}\$ full,

3. Education is the key through booklets, which you do already, newspapers, T. V., radio: " are you taking time to sort your waste? These are the categories!" There waste is our goal,

Olso pressure needs to beput on the packaging of products. That is at manufacturing level!!!

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Solid Waste and Recycling Core Services Alternatives for Tender Package The upcoming waste services tender package will include alternative service levels for solid waste management collection services · These services include: · Garbage collection Collection and processing of recyclables Collection and processing of kitchen organics Which core package alternative(s) would you support? Potential Core Service Package 1 Current Program · Weekly garbage collection · Every other week recycling collection \$90 per average household, same diversion 2 · Weekly garbage collection · Weekly recycling collection ~15% - 20% cost increase. ~3% increased diversion 3 · Every other week garbage collection · Every other week recycling collection · Weekly kitchen organics collection ~10% to 15% cost increase, ~13% more diversion 4 • Every other week garbage collection · Weekly recycling collection · Weekly kitchen organics collection ~25% to 35% cost increase, ~16% more diversion Weekly garbage collection · Weekly recycling collection · Weekly kitchen organics collection ~35% to 45% cost increase, ~15% more diversion

Solid Waste and Recycling Service Options Waste Management Site Operations

Possible Paris Transfer Station Improvements

- Extended seasonal hours (May to Nov.) one or two evenings a week.
- · An additional weigh scale
- Upgrading drop-off area with elevated access to bins, with 8 bins

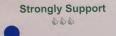


Estimated Cost: ~\$600,000 for capital improvements, \$17,000 annual for extra hours (assumes two evenings per week, open until 7 pm)

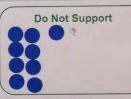
Impact on Current Waste Management Budget: Operating: ~1% increase

Service Level: 1 Improved service through better access /ease of use

Diversion: Negligible impact on waste diversion anticipated







Unsorted Load Tip Fees

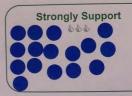
 Increased tip fees for unsorted/mixed waste disposed at the Landfill or Transfer Station (typically 2 to 3 times current rate) to provide an incentive to sort out divertible material

Estimated Cost: Cost/revenue neutral

Impact on Current Waste Management Budget: Minimal

Service Level: Increase (provides customers with more control over cost of disposing waste)

Diversion: Possible increase of 1% to 3%

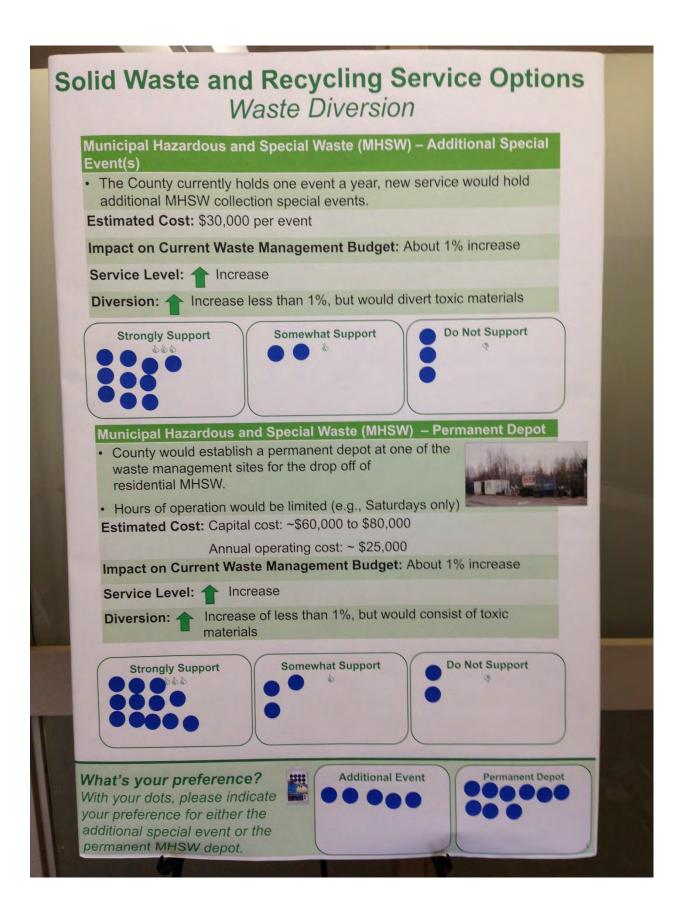


Somewhat Support

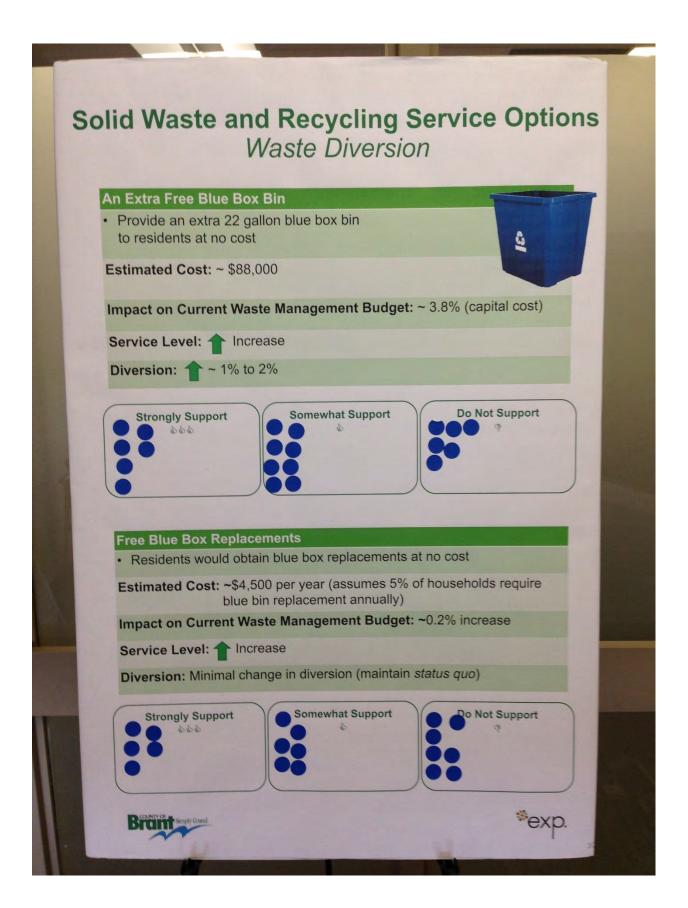
Do Not Support







Solid Waste and Recycling Service Options Waste Diversion Public Space Recycling Multi-material bins placed in public spaces (e.g., parks or along downtown streets) for garbage and recycling · Number of recycling bins and locations to be determined Estimated Cost: ~\$45,000 for promotion/education/implementation, plus about \$120,000 for capital costs and \$25,000/year operating cost (based on 100 recycling bins) Impact on Current Waste Management Budget: Operating: ~1.1% increase Service Level: 1 Increase Diversion: Less than 0.5% increase in diversion (~5 tonnes/year based on 100 recycling bins) Do Not Support Somewhat Support **Strongly Support Expanded List of Accepted Blue Box Items** Add plastic film and EPS (e.g., Styrofoam) to list of accepted blue box items Estimated Cost: \$45,000 Impact on Current Waste Management Budget: ~ 2% increase Service Level: 1 Increase Possible increase of 0.1% to 0.2% Diversion: Do Not Support Strongly Support Somewhat Support



Spring and Summer Yard Waste Collection

- Current program is limited to collection of leaves in urban areas 3 times per year
- Would expand to include other yard waste across
 County of Brant in spring and in summer (3 times each)



Estimated Cost: ~\$190,000 annually

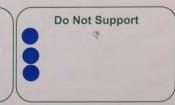
Impact on Current Waste Management Budget: ~6% increase

Service Level: 1 Increase

Diversion: ~2% increase



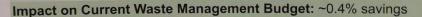




Discontinuing Christmas Tree Collection

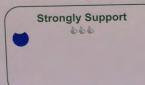
 Discontinuing Christmas Tree collection program, which occurs first 2 weeks in January

Estimated Cost: savings of about \$10,000



Service Level: Decrease

Diversion: Less than 1%











Revert from Single Stream to Dual Stream Recyclables Collection

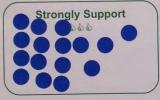
- Would switch from current single stream collection for blue box materials (i.e., all materials in one bin) to dual stream collection (separate bin for containers and another for paper/cardboard)
- Potential to reduce processing costs through increased competition by allowing both single-stream and dual-stream facilities to bid and reduced contamination levels in blue box stream. However, collection cost would likely increase.

Estimated Cost: Potential annual cost savings, but amount is unclear. ~\$100,000 implementation for bins and promotion

Impact on Current Waste Management Budget: Minimal

Service Level: __ Decrease (convenience of single sort is reduced)

Diversion: Negligible impact on diversion



Somewhat Support

Do Not Support

Food Waste Reduction Campaign

 Promotion and education program to reduce avoidable food waste (e.g., spoilage)

Estimated Cost: ~\$6,000 for promotion and education

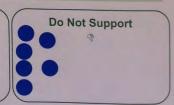
Impact on Current Waste Management Budget: ~0.3%

Service Level: No change

Diversion: Potentially up to 3%, but amount is unclear and difficult to measure

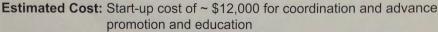






Clear Garbage Bags

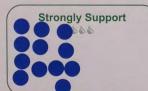
- · Garbage is collected in clear garbage bags instead of opaque black ones.
- · A smaller opaque "privacy" bag could be used inside the clear bag for private items.

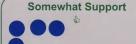


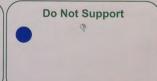
Impact on Current Waste Management Budget: ~1% increase

Service Level: No change

Diversion: +1.5% (or +3% if in combination with household organics diversion program)







Curbside Collection of Bulky Waste

- Collection of furniture, appliances, etc.
- Options for curbside collection of bulky waste may include a call-in system, an annual event, or weekly/regular collection



Estimated Cost: ~\$200,000 per year

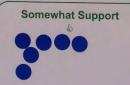
Impact on Current Waste Management Budget: ~6.6% increase

Service Level: 1 Increase



Diversion: Minimal; assumes most divertible bulky goods (e.g., appliances) already captured via drop off at transfer stations and commercial take back programs.







Collection from Multi-Unit Residences and Schools

 Would extend waste collection to multi-unit residential buildings (such as apartments and condominiums) and schools

Estimated Cost: ~\$25,000

Impact on Current Waste Management Budget: ~1% increase

Service Level: Increases service level from County to multi-unit residential buildings and schools

Diversion: - ~ 1%





Do Not Support

Policy to Ban Recyclables from Garbage

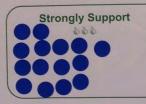
 Policy that would enforce existing bylaw prohibiting recyclable material from being disposed as garbage

Estimated Cost: ~ \$10,000 for education and enforcement

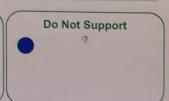
Impact on Current Waste Management Budget: ~0.4% increase

Service Level: No change

Diversion: Possible increase of ~ 1%











Reduced Bag Limits

- · Reduce bag limit from the current limit of 5
- Current average number of garbage bags set out per household: ~ 2

Estimated Cost: ~\$5,000 for planning and promotion

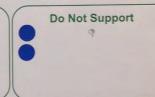
Impact on Current Waste Management Budget: Minimal

Service Level: Possibly perceived as service decrease, but most fall within limit

Diversion: 1% to 3%







User Pay (or Pay As You Throw)

- Customers would pay for the amount of garbage placed out for collection (e.g., use of bag tags)
- Bag tags would cost homeowners between \$1 to \$2

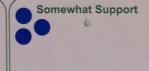
Estimated Cost: \$12,000 for implementation and start-up; bag tag revenue would be applied to garbage collection costs

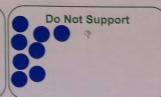
Impact on Current Waste Management Budget: Annual collection cost becomes a user pay funded service

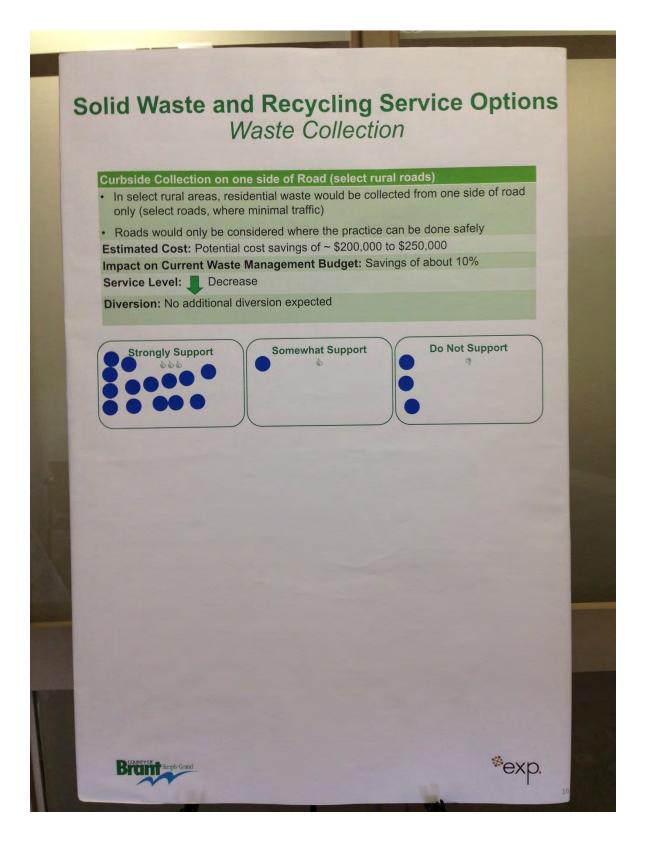
Service Level: No change

Diversion: Possible increase of 1% to 3%



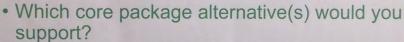






Solid Waste and Recycling Core Services Alternatives for Tender Package

- The upcoming waste services tender package will include alternative service levels for solid waste management collection services
- These services include:
 - Garbage collection
 - Collection and processing of recyclables
 - Collection and processing of kitchen organics



| | Potential Core Service Package Alternatives | Support | 25.81 |
|-----|--|---------|-------|
| 1 (| Current Program | | |
| | Weekly garbage collection | | |
| - | Every other week recycling collection | | |
| | \$90 per average household, same diversion | | |
| 2 | Weekly garbage collection | | |
| | Weekly recycling collection | | |
| | ~15% - 20% cost increase, ~3% increased diversion | | |
| 3 | Every other week garbage collection | | |
| | Every other week recycling collection | | |
| | Weekly kitchen organics collection | | |
| | ~10% to 15% cost increase, ~13% more diversion | | |
| 1 | Every other week garbage collection | 00000 | |
| | Weekly recycling collection | | |
| | Weekly kitchen organics collection | | |
| 5 | ~25% to 35% cost increase, ~16% more diversion • Weekly garbage collection | | |
| | Weekly recycling collection | | |
| | Weekly kitchen organics collection | | |
| | ~35% to 45% cost increase, ~15% more diversion | | |

Solid Waste and Recycling Service Options Waste Management Site Operations

Possible Paris Transfer Station Improvements

- Extended seasonal hours (May to Nov.) one or two evenings a week.
- · An additional weigh scale
- Upgrading drop-off area with elevated access to bins, with 8 bins



Estimated Cost: ~\$600,000 for capital improvements, \$17,000 annual for extra hours (assumes two evenings per week, open until 7 pm)

Impact on Current Waste Management Budget: Operating: ~1% increase

Service Level: 1 Improved service through better access /ease of use

Diversion: Negligible impact on waste diversion anticipated

Strongly Support





Unsorted Load Tip Fees

 Increased tip fees for unsorted/mixed waste disposed at the Landfill or Transfer Station (typically 2 to 3 times current rate) to provide an incentive to sort out divertible material

Estimated Cost: Cost/revenue neutral

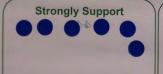
Impact on Current Waste Management Budget: Minimal

Service Level:

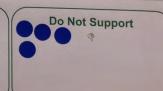
Increase (provides customers with more control over

cost of disposing waste)

Diversion: Possible increase of 1% to 3%

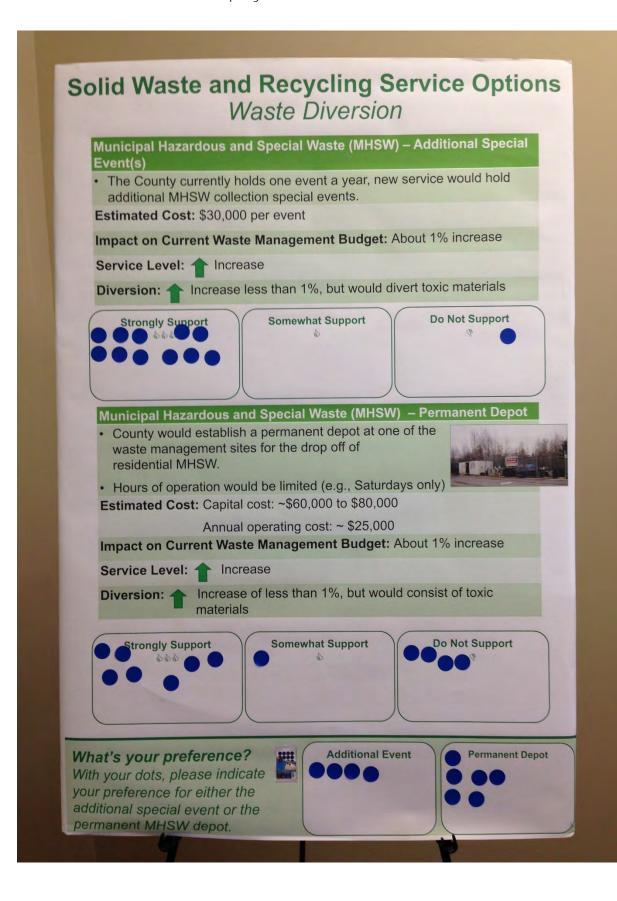


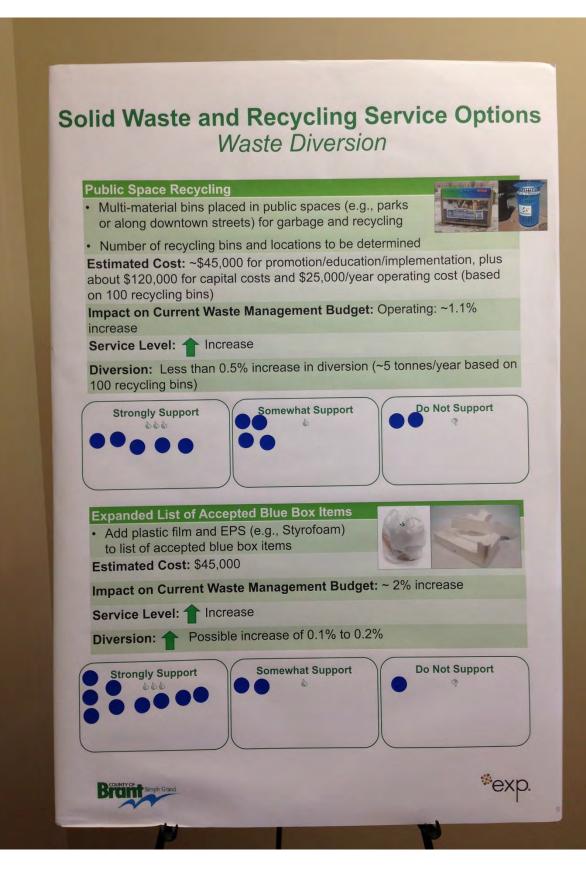
Somewhat Support

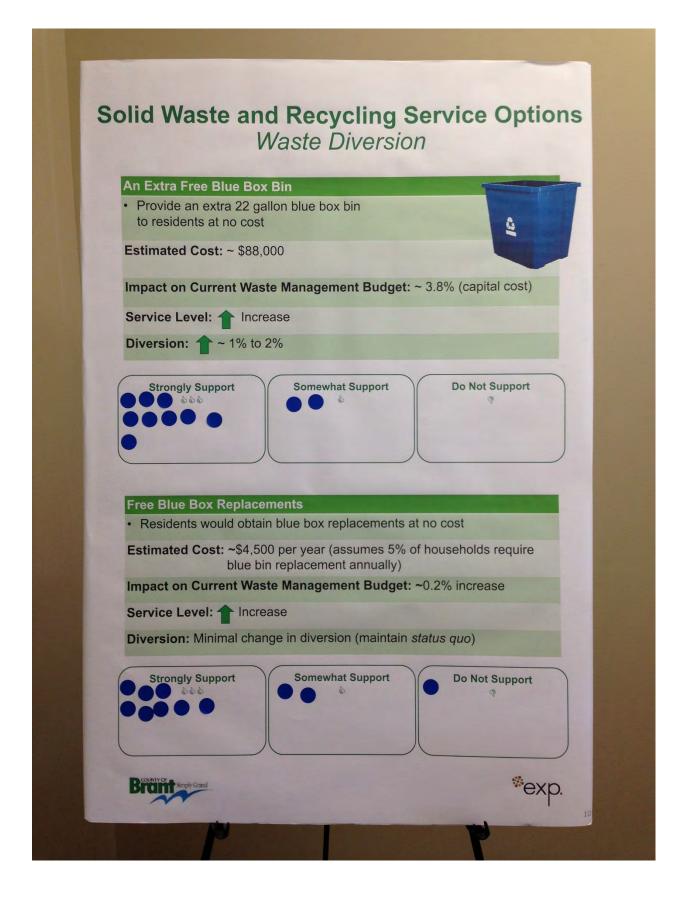


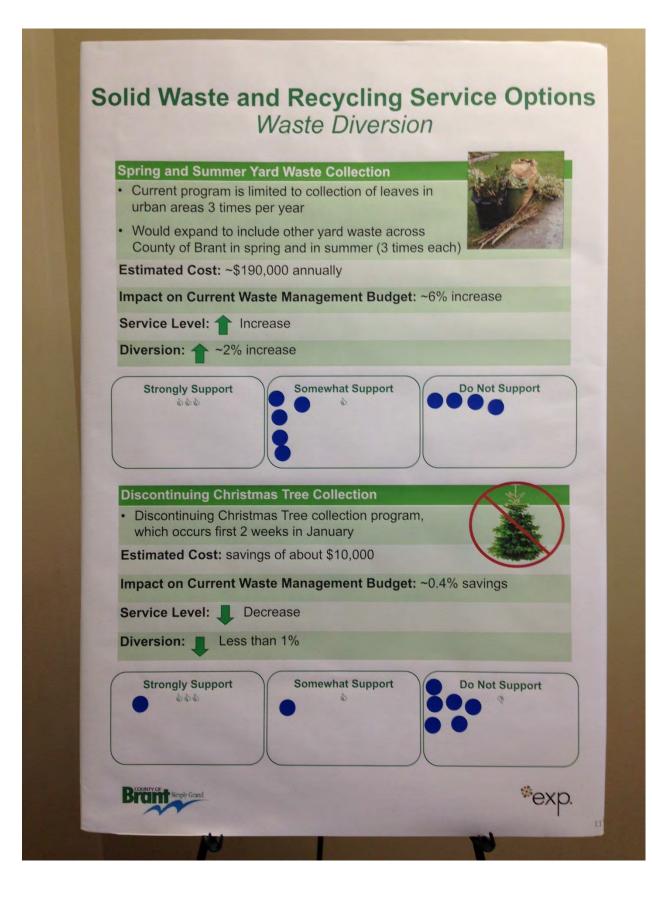












Revert from Single Stream to Dual Stream Recyclables Collection

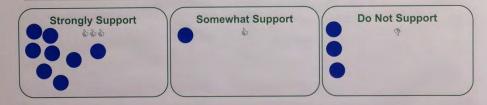
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- Potential to reduce processing costs through increased competition by allowing both single-stream and dual-stream facilities to bid and reduced contamination levels in blue box stream. However, collection cost would likely increase.

Estimated Cost: Potential annual cost savings, but amount is unclear. ~\$100,000 implementation for bins and promotion

Impact on Current Waste Management Budget: Minimal

Service Level: __ Decrease (convenience of single sort is reduced)

Diversion: Negligible impact on diversion



Food Waste Reduction Campaign

 Promotion and education program to reduce avoidable food waste (e.g., spoilage)

Estimated Cost: ~\$6,000 for promotion and education

Impact on Current Waste Management Budget: ~0.3%

Service Level: No change

Diversion: Potentially up to 3%, but amount is unclear and difficult to measure



Solid Waste and Recycling Service Options Waste Collection Clear Garbage Bags · Garbage is collected in clear garbage bags instead of opaque black ones. A smaller opaque "privacy" bag could be used inside the clear bag for private items. Estimated Cost: Start-up cost of ~ \$12,000 for coordination and advance promotion and education Impact on Current Waste Management Budget: ~1% increase Service Level: No change +1.5% (or +3% if in combination with household organics Diversion: diversion program) Do Not Support Somewhat Support **Strongly Support Curbside Collection of Bulky Waste** Collection of furniture, appliances, etc. Options for curbside collection of bulky waste may include a call-in system, an annual event, or weekly/regular collection Estimated Cost: ~\$200,000 per year Impact on Current Waste Management Budget: ~6.6% increase Service Level: 1 Increase Diversion: Minimal; assumes most divertible bulky goods (e.g., appliances) already captured via drop off at transfer stations and commercial take back Strongly Support Somewhat Support Do Not Support 666

Solid Waste and Recycling Service Options Waste Collection Collection from Multi-Unit Residences and Schools · Would extend waste collection to multi-unit residential buildings (such as apartments and condominiums) and schools Estimated Cost: ~\$25,000 Impact on Current Waste Management Budget: ~1% increase Service Level: A Increases service level from County to multi-unit residential buildings and schools Diversion: 4 Do Not Support Strongly Support Somewhat Support Policy to Ban Recyclables from Garbage · Policy that would enforce existing bylaw prohibiting recyclable material from being disposed as garbage Estimated Cost: ~ \$10,000 for education and enforcement Impact on Current Waste Management Budget: ~0.4% increase Service Level: No change Diversion: Possible increase of ~ 1% Strongly Support Somewhat Support Do Not Support

Reduced Bag Limits

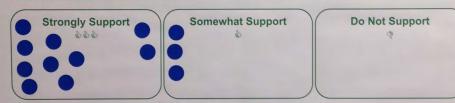
- · Reduce bag limit from the current limit of 5
- Current average number of garbage bags set out per household: ~ 2

Estimated Cost: ~\$5,000 for planning and promotion

Impact on Current Waste Management Budget: Minimal

Service Level: Possibly perceived as service decrease, but most fall within limit

Diversion: 1% to 3%



User Pay (or Pay As You Throw)

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- Bag tags would cost homeowners between \$1 to \$2

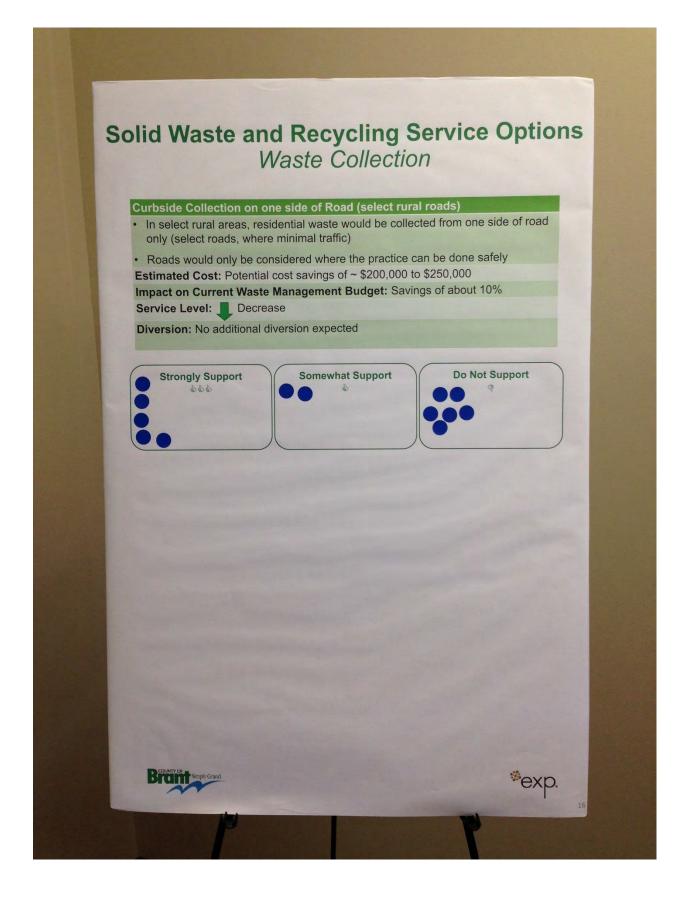
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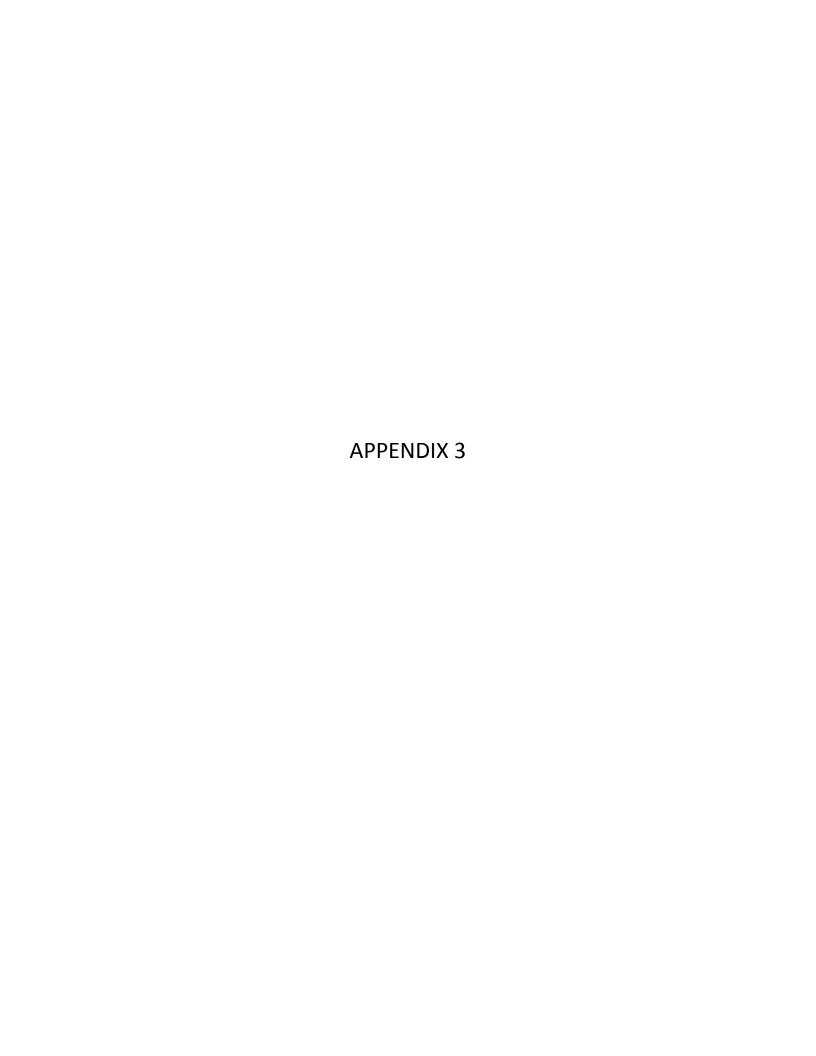
Impact on Current Waste Management Budget: Annual collection cost becomes a user pay funded service

Service Level: No change

Diversion: Possible increase of 1% to 3%









February 22, 2017

Matthew D'Hondt, C.E.T.
Solid Waste/Wastewater Operations Manager
Corporation of the County of Brant
26 Park Avenue
Burford, ON
NOE 1A0

RE: PW-RFP-16-12 REQUEST FOR PROPOSAL FOR SOLID WASTE COLLECTION AND RECYCLING PROCESSING SERVICES – SUMMARY OF SUBMITTED PROPOSALS

Dear Mr. D'Hondt:

A Request for Proposal (RFP) was developed to solicit qualified solid waste management companies to submit proposals to provide waste collection and processing services for the County of Brant. The RFP consisted of a 2 envelope system whereby, proponents were required to submit their technical submission separate from their financial submission. The project team consisting of senior staff from the County and exp. Services Inc. who evaluated and scored the technical submissions. The technical submissions were evaluated based on the following criteria elements:

- Company Profile;
- Applicable waste collection experience;
- Experience of staff assigned to administrate the contract and service delivery;
- The company's Health and Safety practices;
- The extent of the company's staff training plan;
- The type and location of facilities required to manage the contract services;
- Type, capacity and number of vehicles used to service the contract;
- The extent of the implementation plan for transition and start up of the contract;
- The extent of the proponent's operating plan to provide the expected daily level of service;
- The extent of environmental considerations that will be provided for the contract;
- The intended communication plan:
- The company's Quality Control Plan and Business Interruption and Contingency Plan to ensure that the services are provided as required; and
- The company's complaints management plan.

The technical proposals were required to score a minimum of 70% in order to proceed to the financial scoring portion of the evaluation.

The financial component of the RFP required proponents to provide pricing for a 7 year contract term commencing November 1, 2017. The Contract also included the option to extend the term of the contract for 2 additional 1 year terms based on satisfactory performance and the continuing competitiveness of pricing and services provided by the contractor.

Proponents were required to provide unit prices for the collection of garbage, recycling, leaves, and Christmas trees. Proponents were also required to provide prices for optional collection programs including weekly collection of recycling, Source Separated Organics (food waste), yard waste, plastic film and styrofoam, and bulky items waste. Furthermore, to assess where cost savings may be achieved the RFP set out the following options for Proponents to bid:

- A revenue sharing component where the County would receive 50% of the market revenue from the sale of the recyclable material,
- Separate contracts for collection of waste and processing of recyclable material;
- Single stream or 2 stream (separate collection of paper type material and containers) recycling; and
- Collection from one side of rural roads.

The contract prices identified in the RFP are to be adjusted on an annual basis, after the second year's term and adjusted thereafter on the anniversary date, in direct proportion to the increase to the Consumer Price Index (CPI) for "Ontario.

Payments for the services are based on a unit rate per collected tonne of waste/recyclable materials. Four companies submitted proposals as follows:

- Halton Recycling Ltd (Emterra Environmental)
- Progressive Waste Services Ltd.
- Waste Management Ltd.
- Canadian Waste Management Inc.

Of the four companies that submitted proposals, only three (3) met the technical threshold of 70% and, had their financial submissions opened for evaluation. Of the 3 waste management companies that had their financial proposals opened, Emterra Environmental had the lowest price for the various waste management programs therefore, and when added to their technical score they had the highest overall score for the service delivery options. Emterra's proposal also states that recyclable material will be collected and processed as a single stream program.

The lowest cost service proposal was Emterra's bid to provide the current service level and a 50% share of the revenue from the sale of recyclable material. The service includes the weekly garbage collection, every other week (EOW) recycling collection and processing, fall leaf collection and January Christmas tree collection for an estimated annual cost of \$1,576,342.32 plus an estimated annual revenue of \$120,000.00 for an annual estimated net cost of \$1,456,342.32.

The next lowest program cost waste Emterra's bid to provide an enhanced recycling service level that includes weekly garbage collection, weekly recycling collection, fall leaf collection, and a January Christmas tree collection, where the Contractor retains 100% revenue share for the sale of recyclable material, for an estimated annual cost of \$1,505,788.32. As indicated in the County's Solid Waste and Recycling Services Review report, moving to a weekly recycling collection program could increase the amount of waste the County diverts from disposal by 3%.

Emterra's bid price to provide the current service program which includes retaining 100% of the revenue from the sale of recyclable material, was also the lowest cost of the 3 submissions at an estimated annual cost of \$1,507,477.34.

The RFP also requested that proponents provide prices for an optional yard waste collection program in the spring, summer and fall in the urban areas and county wide, a county wide bulk waste (furniture and appliances) collection either as an annual event or as a call in service, and to collect and process plastic film and expanded polystyrene (Styrofoam). Emterra declined the option to collect and process plastic film and Styrofoam. Emterra submitted the lowest price to include the options are as follows:



- Yard waste in urban areas, weekly garbage, EOW recycling, and Christmas tree collection and 50% revenue share at an estimated annual cost of \$1,767,704.07 (estimated \$120,000 revenue share = net cost \$1,647,704.07) and \$2,009,104.07 (\$120,000.00 revenue share = net \$1,889,104.07) annually to provide a county wide yard waste collection; and
- Bulk item collection at an estimated annual cost of \$82,500.00 to provide an annual event or \$31,000.00 to provide the service on a call in basis.

Proponents were also asked to provide a bid price for the collection of source separated organics in addition to the current program. As indicated in the County's Solid Waste and Recycling Services Review report, a program to collect recycling weekly, garbage every other week and source separated organics could increase the amount of waste the County diverts from disposal by 16%. Emterra's bid to provide every other week garbage collection in the urban areas, weekly garbage collection in the rural areas, weekly collection of recyclable material, collection of source separated organics in the urban areas, a fall leaf and January Christmas tree collection, and provide a 50% revenue share from the sale of recyclable material, was the lowest price at \$1,862,950.00 including an estimated annual revenue share of \$120,000.00 for a net cost of approximately \$1,742,950.00.

Table 1 below illustrates the highest scoring proposals for each municipal service option identified in the RFP. No Proponents submitted a proposal to provide for the processing of 2 stream recyclable material therefore, that option was not evaluated. For the option of including plastic film and EPS, Emterra Environmental declined to add these materials while Progressive Waste Solutions and Waste Management indicated they would add the material at no additional cost. The prices for each service option for the each of the 3 Proponents have been included in Schedule 1.

Table 1: Service Options with the highest Evaluation Score

| Company | Service Proposal | Estimated Annual Cost |
|--------------------------|---|--|
| Emterra Environmental | Current service level | \$1,507,477.34 |
| Emterra Environmental | Weekly Garbage EOW (every other week) Recycling (Contractor shares 50% of revenue) Leaf Waste Christmas Trees | \$1,576,342.32 (\$120,000 revenue share = net cost \$1,456,342.32) |
| Emterra Environmental | Weekly Garbage Weekly Recycling (Contractor retains 100% of Revenue) Leaf Waste Christmas Trees | \$1,505,788.32 |
| Emterra Environmental | Weekly Garbage Weekly Recycling(Contractor shares 50% of revenue) Leaf Waste Christmas Trees | \$1,634,068.32 (\$120,000 revenue share = net cost \$1,514,068.32) |



| Company | Service Proposal | Estimated Annual Cost |
|-----------------------------------|--|--|
| Emterra Environmental | Weekly Garbage EOW Recycling (Contractor shares 50% of revenue) Christmas trees Yard waste Collection in urban areas | \$1,767,704.07 (\$120,000 revenue share = net cost \$1,647,704.07) |
| Emterra Environmental | Weekly Garbage EOW Recycling (Contractor shares 50% of revenue) Christmas trees Yard waste Collection county wide | \$2,009,104.07 (\$120,000 revenue share = net cost \$1,889,104.07) |
| Emterra Environmental | One side collection on rural roads | 0% change |
| Emterra Environmental | Addition of plastic film and EPS to recycling stream | No Bid |
| Separate Contra | acts for Waste Collection and Processing of Recycla | ble Material |
| Waste Management | Weekly Garbage EOW Recycling Leaf Waste Christmas Trees MRF < 50km | \$1,690,179.66 |
| Progressive Waste Solutions | Weekly Garbage EOW Recycling Leaf Waste Christmas Trees MRF > 50km | \$1,813,978.40 |
| Waste Management | Weekly Garbage Weekly Recycling Leaf Waste Christmas Trees MRF < 50km | \$1,916,978.70 |
| Waste Management | Weekly Garbage Weekly Recycling Leaf Waste Christmas Trees MRF > 50km | \$2,141,981.82 |
| Emterra Environmental | Processing Recyclable Material (Contractor shares 50% of revenue) | \$0 (\$120,000 revenue share = net cost - \$120,000) |
| All | No change to price to include one side rural road collection | NA |



| Source Separated Organics Collection | | |
|--------------------------------------|--|--|
| Emterra Environmental | EOW garbage in urban areas and weekly in rural areas Weekly Recycling (Contractor shares 50% of revenue) Weekly SSO in urban areas Fall leaf January Christmas trees | \$1,862,950.00 (\$120,000 revenue share = net cost \$1,742,950.00) |
| Emterra Environmental | Weekly garbage county wide Weekly recycling (Contractor retains 100% of Revenue) SSO urban areas Fall leaf January Christmas trees | \$1,994,750.00 |
| Emterra Environmental | EOW garbage county wide Weekly recycling (Contractor shares 50% of Revenue) Weekly SSO county wide Fall leaf January Christmas trees | \$2,257,150.00 (\$120,000 revenue share = net cost \$2,137,150.00) |
| Bulky Items Collection | | |
| Emterra Environmental | Call in service (two calls per year per household) Based on 200 tonnes collected per year | \$31,00.00 |
| Emterra Environmental | County wide curbside collection event Based on 500 tonnes collected per event | \$82,500.00 |

Please do not hesitate to contact me should you have any questions.

Sincerely,

John Smith, B.E.S.

Waste Management Practise Lead



Schedule I Proponent Prices for Each Service Option

Note: all prices are gross costs

Emterra Environmental

Collection of Garbage, Leaves, and Christmas trees, and Collection and Processing of Single Stream Recycling

| Current program | Weekly garbage | Weekly garbage |
|---|------------------------|------------------------------|
| | Weekly recycling | EOW recycling - 50% revenue |
| | Fall leaves | Fall leaves |
| | Christmas trees | Christmas trees |
| | | \$1,576,342.32 (excl. est. |
| \$1,507,477.34 | \$1,505,788.32 | \$120,000 recycling revenue) |
| | | |
| Weekly garbage | Weekly garbage | Weekly garbage |
| Weekly recycling - 50% revenue | EOW recycling | EOW recycling |
| Fall leaves | Yard waste county wide | Yard waste urban areas |
| Christmas trees | Christmas trees | Christmas trees |
| \$1,634,068.32 (excl. est. | | |
| \$120,000 recycling revenue) | | |
| , | \$1,940,239.09 | \$1,698,839.09 |
| | | · |
| Weekly garbage | Weekly garbage | Weekly garbage |
| Weekly recycling | Weekly recycling | EOW recycling - 50% revenue |
| Yard waste county wide | Yard waste urban areas | Yard waste county wide |
| Christmas trees | Christmas trees | Christmas trees |
| | | \$2,009,104.07 (excl. est |
| \$1,938,550.07 | \$1,697,150.07 | \$120,000 recycling revenue) |

| Weekly garbage EOW recycling- 50% revenue Yard waste urban areas Christmas trees | Weekly garbage Weekly recycling- 50% revenue Yard waste urban areas Christmas trees | Weekly garbage Weekly recycling- 50% revenue Yard waste county wide Christmas trees |
|---|--|---|
| \$1,767,704.07(excl. est. | \$1,825,430.07(excl. est. | \$2,066,830.07(excl. est. |
| \$120,000 recycling revenue) | \$120,000 recycling revenue) | \$120,000 recycling revenue) |



Processing Single Stream Recyclable Material

| Processing and marketing of recyclable material | \$0.00 |
|---|--|
| where contractor retains revenue | |
| Processing and marketing of recyclable material | \$0.00(excl. est. \$120,000 recycling revenue) |
| where contractor shares 50% of the revenue | |

^{*}Vendor's proposed MRF is greater than 50km from the Town of Paris boundary

Source Separated Organics Collection (SSO)

| EOW garbage urban area | EOW garbage county wide | EOW garbage urban area |
|------------------------|-------------------------|--------------------------------|
| Weekly garbage rural | Weekly recycling | Weekly garbage rural |
| Weekly recycling | Weekly SSO county wide | Weekly recycling – 50% revenue |
| Weekly SSO urban areas | Fall leaves | Weekly SSO urban areas |
| Fall leaves | Christmas trees | Fall leaves |
| Christmas trees | | Christmas trees |
| \$1,951,150.00 | \$2,345,350.00 | \$1,862,950.00 (excl. est. |
| | | \$120,000 recycling revenue) |

| EOW garbage county wide Weekly recycling – 50% revenue Weekly SSO county wide Fall leaves Christmas trees | EOW garbage urban area Weekly garbage rural Weekly recycling Weekly SSO urban areas Yard waste county wide | EOW garbage urban area Weekly garbage rural Weekly recycling Weekly SSO urban areas Yard waste urban areas |
|---|--|--|
| \$2,257,150.00 (excl. est. \$120,000 recycling revenue) | \$2,382,600.00 | \$2,141,200.00 |

| EOW garbage county wide | EOW garbage county wide | EOW garbage county wide |
|-------------------------|-------------------------|--------------------------------|
| Weekly recycling | Weekly recycling | Weekly recycling – 50% revenue |
| Weekly SSO county wide | Weekly SSO county wide | Weekly SSO county wide |
| Yard waste county wide | Yard waste urban areas | Yard waste county wide |
| Christmas trees | Christmas trees | Christmas trees |
| \$2,776,800.00 | \$2,535,400.00 | \$2,688,600.00 (excl. est. |
| | | \$120,000 recycling revenue) |

| EOW garbage county wide | EOW garbage urban area | EOW garbage county wide |
|--|--------------------------------|--------------------------------|
| Weekly recycling – 50% | Weekly garbage rural | Weekly recycling |
| revenue | Weekly recycling | Weekly SSO county wide |
| Weekly SSO county wide | Weekly SSO urban areas | Fall leaves |
| Yard waste urban areas | Fall leaves | Christmas trees |
| Christmas trees | Christmas trees | One side rural road collection |
| | One side rural road collection | |
| \$2,447,200.00 (excl. est. \$120,000 recycling revenue) | \$1,959,749.50 | \$2,368,289.50 |



| EOW garbage urban area | EOW garbage county wide | EOW garbage urban area |
|--------------------------------|--------------------------------|-------------------------------------|
| Weekly garbage rural | Weekly recycling | Weekly garbage rural |
| Weekly recycling – 50% | Weekly SSO county wide fall | Weekly recycling |
| revenue | leaves | Weekly SSO urban areas |
| Weekly SSO urban areas | Christmas trees | Yard waste county wide |
| Fall leaves | One side rural road collection | Christmas trees |
| Christmas trees | 50% revenue | One side rural road collection |
| One side rural road collection | | |
| \$1,876,295.50 (excl. est. | \$2,279,207.50 (excl. est. | \$2,401,587.50 |
| \$120,000 recycling revenue) | \$120,000 recycling revenue) | |
| | | |
| EOW garbage urban areas | EOW garbage county wide | EOW garbage county wide |
| Weekly garbage rural area | Weekly recycling | Weekly recycling |
| Weekly recycling | Weekly SSO county wide | Weekly SSO county wide |
| Weekly SSO urban areas | Yard waste county wide | Yard waste urban area |
| Yard waste urban areas | Christmas trees | Christmas trees |
| Christmas trees | One side rural road collection | One side rural road collection |
| One side rural road collection | | |
| \$2,155,427.50 | \$2,804,499.50 | Φ2.550.220.50 |
| | | \$2,558,339.50 |
| | 1 | , |
| EOW garbage county wide | EOW garbage county wide | Weekly garbage |
| Weekly recycling | Weekly recycling | Weekly recycling |
| Weekly SSO county wide | Weekly SSO county wide | Weekly SSO urban areas |
| Yard waste county wide | Yard waste urban area | Fall leaves |
| Christmas trees | Christmas trees | Christmas trees |
| One side rural road collection | One side rural road collection | |
| ¢2.71F.792.F0 | \$2,460,357.50 | ¢1.004.750.00 |
| \$2,715,782.50 | \$2,469,257.50 | \$1,994,750.00 |
| | | |
| EOW garbage county wide | Weekly garbage | EOW garbage county wide |
| Weekly recycling | Weekly recycling- 50% revenue | Weekly recycling- 50% revenue |
| Weekly SSO county wide | Weekly SSO urban areas | Weekly SSO county wide |
| Fall leaves | Fall leaves | Fall leaves |
| Christmas trees | Christmas trees | Christmas trees |
| | | |
| | | |
| \$2,080,750.00 | \$2,171,150.00(excl. est. | \$2,257,150.00(excl. est. \$120,000 |
| | \$120,000 recycling revenue) | recycling revenue) |
| | | 1 |



| Weekly garbage | Weekly garbage | EOW garbage county wide |
|--------------------------------|---|--------------------------------|
| Weekly recycling | Weekly recycling | Weekly recycling |
| Weekly SSO urban areas | Weekly SSO urban areas | Weekly SSO county wide |
| Yard waste county wide | Yard waste urban areas | Yard waste county wide |
| Christmas trees | Christmas trees | Christmas trees |
| | | |
| \$2,426,200.00 | \$2,184,800.00 | \$2,512,200.00 |
| | | |
| EOW garbage county wide | EOW garbage county wide | Weekly garbage |
| Weekly recycling | Weekly recycling- 50% revenue | Weekly recycling |
| Weekly SSO county wide | Weekly SSO county wide | Weekly SSO urban areas |
| Yard waste urban areas | Yard waste urban areas | Fall leaves |
| Christmas trees | Christmas trees | Christmas trees |
| | | One side rural road collection |
| | | |
| \$2,270,800.00 | \$2.447.200.00/ovel | \$2,009,413.50 |
| | \$2,447,200.00(excl. est. \$120,000 recycling revenue) | |
| | \$120,000 recycling revenue) | |
| | | |
| EOW garbage county wide | Weekly garbage | EOW garbage county wide |
| Weekly recycling | Weekly recycling | Weekly recycling- 50% revenue |
| Weekly SSO county wide | Weekly SSO urban areas | Weekly SSO county wide |
| Fall leaves | Fall leaves | Fall leaves |
| Christmas trees | Christmas trees | Christmas trees |
| One side rural road collection | One side rural road collection | One side rural road collection |
| • | • | |
| \$2,056,493.50 | \$2,187,577.50 | \$2,279,207.50 (excl. est. |
| | | \$120,000 recycling revenue) |
| | | |
| Weekly garbage | Weekly garbage | EOW garbage county wide |
| Weekly recycling | Weekly recycling | Weekly recycling |
| Weekly SSO urban areas | Weekly SSO urban areas | Weekly SSO county wide |
| Yard waste county wide | Yard waste county wide | Yard waste county wide |
| One side rural road collection | One side rural road collection | One side rural road collection |
| \$2,721,273.50 | \$2,199,463.50 | \$2,537,253.50 |
| | | |
| | | |
| EOW garbage county wide | EOW garbage county wide | EOW garbage county wide |
| Weekly recycling | Weekly recycling | Weekly recycling- 50% revenue |
| Weekly SSO county wide | Weekly SSO county wide | Weekly SSO county wide |
| Yard waste urban areas | Yard waste county wide | Yard waste urban areas |
| One side rural road collection | One side rural road collection | One side rural road collection |
| | One side rural road collection | |
| \$2,291,093.50 | \$2,715,417.50 | \$2,469,257.50 (excl. est. |
| | | \$120,000 recycling revenue) |
| | 1 | <u> </u> |



Bulky Item Collection

| Emterra Environmental | Call in service (two calls per year per household) | \$31,00.00 |
|--------------------------|--|-------------|
| Emterra Environmental | One county wide curbside collection event per year | \$82,500.00 |

Emterra Environmental indicated No Bid to add plastic film and EPS to the recycling stream.



Progressive Waste Solutions

Collection of Garbage, Leaves, and Christmas trees, and Collection and Processing of Single Stream Recycling

| Current program | Weekly garbage Weekly recycling Fall leaves Christmas trees | Weekly garbage EOW recycling- 50% revenue Fall leaves Christmas trees |
|-----------------|--|---|
| \$1,841,344.80 | \$2,284,124.60 | \$2,013,988.30(excl. est. \$120,000 recycling revenue) |

| Weekly garbage Weekly recycling- 50% revenue Fall leaves Christmas trees | Weekly garbage EOW recycling Yard waste county wide Christmas trees | Weekly garbage EOW recycling Yard waste urban areas Christmas trees |
|--|--|--|
| \$2,456,768.10(excl. est. \$120,000 recycling revenue) | \$1,953,844.80 | \$1,892,644.80 |

| Weekly garbage | Weekly garbage | Weekly garbage |
|------------------------|------------------------|------------------------------|
| Weekly recycling | Weekly recycling | EOW recycling- 50% revenue |
| Yard waste county wide | Yard waste urban areas | Yard waste county wide |
| Christmas trees | Christmas trees | Christmas trees |
| | | |
| | | \$2,126,488.30 (excl. est. |
| \$2,396,624.60 | \$2,335,424.60 | \$120,000 recycling revenue) |

| Weekly garbage | Weekly garbage | Weekly garbage |
|------------------------------|------------------------------|-------------------------------|
| EOW recycling- 50% revenue | Weekly recycling | Weekly recycling- 50% revenue |
| Yard waste urban areas | Yard waste urban areas | Yard waste county wide |
| Christmas trees | Christmas trees | Christmas trees |
| | 50% revenue | |
| \$2,065,288.30 (excl. est. | \$2,508,068.10(excl. est. | \$2,569,268.10(excl. est. |
| \$120,000 recycling revenue) | \$120,000 recycling revenue) | \$120,000 recycling revenue) |



<u>Collection Services Only for Garbage, Single Stream Recycling, Leaves, Yard Waste and Christmas Trees</u>

| Weekly garbage | Weekly garbage | Weekly garbage |
|-----------------|------------------------|------------------------|
| EOW recycling | EOW recycling | EOW recycling |
| Fall leaves | Yard waste county wide | Yard waste urban areas |
| Christmas trees | Christmas trees | Christmas trees |
| \$1,783,832.60 | \$1,896,332.60 | \$1,835,132.60 |

| Service | | Weekly garbage Fall leaves Christmas trees | Weekly garbage Yard waste county wide Christmas trees | Weekly garbage Yard waste urban areas Christmas trees |
|--|--------------------------------|--|---|--|
| Collect and transfer Recyclable Material to a | *Every other week 2 stream | \$1,796,019.20 | \$1,908,519.20 | \$1,847,319.20 |
| third party MRF within 50 kilometres from the Town of | Weekly single stream | \$2,226,612.40 | \$2,368,362.40 | \$2,277,912.40 |
| Paris settlement boundary | *Weekly 2 stream | \$2,246,709.60 | \$2,388,459.60 | \$2,298,009.60 |
| | | | | |
| Collect and transfer | Every other week single stream | \$1,813,978.40 | \$1,955,728.40 | \$1,865,278.40 |
| Recyclable Material to a third party MRF greater than 50 kilometres but less | *Every other week 2 stream | \$1,826,165.00 | \$1,967,915.00 | \$1,877,465.00 |
| than 100 kilometres away | | 1 /2 2/ 22 22 | 1 /2 2 /2 2 2 2 | |
| from the Town of Paris settlement boundary | Weekly single stream | \$2,263,920.50 | \$2,405,670.50 | \$2,315,220.50 |
| | *Weekly 2 stream | \$2,284,231.50 | \$2,425,981.50 | \$2,335,531.50 |

^{*}No vendor submitted a bid to provide a two stream recycling MRF



<u>Collection Services Only - Source Separated Organics, Garbage, Recycling, Leaves, Yard Waste, and Christmas Tress</u>

| EOW garbage urban area | EOW garbage county wide | EOW garbage urban area | |
|---|-------------------------|---------------------------|--|
| Weekly garbage rural area Weekly recycling SS | | Weekly garbage rural area | |
| EOW recycling SS | Weekly SSO county wide | EOW recycling SS | |
| Weekly SSO urban areas | Fall leaves | Weekly SSO urban areas | |
| Fall leaves Christmas trees | | Yard waste county wide | |
| Christmas trees | MRF <50km | Christmas trees | |
| MRF <50km | | MRF <50km | |
| \$2,564,990.00 | \$2,695,735.00 | \$2,677,490.00 | |

| EOW garbage urban area | EOW garbage county wide | EOW garbage county wide |
|---------------------------|-------------------------|-------------------------|
| Weekly garbage rural area | Weekly recycling SS | Weekly recycling SS |
| EOW recycling SS | SSO county wide | SSO county wide |
| Weekly SSO urban areas | Yard waste county wide | Yard waste urban areas |
| Yard waste urban areas | Christmas trees | Christmas trees |
| Christmas trees | MRF<50km | MRF<50km |
| MRF <50km | | |
| \$2,616,290.00 | \$2,808,235.00 | \$2,747,035.00 |

| Weekly garbage | Weekly garbage | Weekly garbage |
|------------------------|------------------------|------------------------|
| Weekly recycling SS | Weekly recycling SS | Weekly recycling SS |
| Weekly SSO urban areas | Weekly SSO county wide | Weekly SSO urban areas |
| Fall leaves | Fall leaves | Yard waste county wide |
| Christmas trees | Christmas trees | Christmas trees |
| MRF>50km | MRF>50km | MRF>50km |
| \$2,777,228.50 | \$3,171,398.50 | \$2,889,728.50 |

| Weekly garbage | Weekly garbage | Weekly garbage |
|------------------------|------------------------|------------------------|
| Weekly recycling SS | Weekly recycling SS | Weekly recycling SS |
| Weekly SSO urban areas | Weekly SSO county wide | Weekly SSO county wide |
| Yard waste urban areas | Yard waste county wide | Yard waste urban areas |
| Christmas trees | Christmas trees | Christmas trees |
| MRF>50km | MRF>50km | MRF>50km |
| \$2,828,528.50 | \$3,283,898.50 | \$3,222,698.50 |



Collection of Source Separated Organics, Garbage, Leaves, Yard Waste, Christmas Trees and Collection and Processing of Recycling

| | T | 1 |
|--------------------------------|-------------------------------|--------------------------------|
| EOW garbage urban areas | EOW garbage county wide | EOW garbage urban areas |
| Weekly garbage rural area | Weekly recycling | Weekly garbage rural area |
| Weekly recycling | Weekly SSO county wide | Weekly recycling- 50% revenue |
| Weekly SSO urban areas | Fall leaves | Weekly SSO urban areas |
| Fall leaves | Christmas trees | Fall leaves |
| Christmas trees | | Christmas trees |
| | | |
| \$2,624,194.25 | \$2,754,939.25 | \$2,802,248.00(excl. est. |
| | | \$120,000 recycling revenue) |
| | | |
| EOW garbage county wide | EOW garbage urban areas | EOW garbage urban areas |
| Weekly recycling- 50% revenue | Weekly garbage rural area | Weekly garbage rural area |
| Weekly SSO county wide | Weekly recycling | Weekly recycling |
| Fall leaves | Weekly SSO urban areas | Weekly SSO urban areas |
| Christmas trees | Yard Waste county wide | Yard Waste urban areas |
| | Christmas trees | Christmas trees |
| \$2,932,993.00(excl. est. | \$2,736,694.25 | \$2,675,494.25 |
| \$120,000 recycling revenue) | ψ2,7 3 0,03 1123 | φ2,0,0,13 1123 |
| 7120,000 recycling revenue) | | |
| EOW garbage county wide | EOW garbage county wide | EOW garbage county wide |
| Weekly recycling | Weekly recycling | Weekly recycling – 50% revenue |
| Weekly SSO county wide | Weekly SSO county wide | Weekly SSO county wide |
| Yard waste county wide | Yard waste urban areas | Yard waste county wide |
| Christmas trees | Christmas trees | Christmas trees |
| \$2,867,439.25 | \$2,806,239.25 | \$3,045,493.00 (excl. est. |
| 72,007,433.23 | 72,800,233.23 | \$120,000 recycling revenue) |
| | | \$120,000 recycling revenue) |
| EOW garbage county wide | Weekly garbage | EOW garbage county wide |
| Weekly recycling- 50% revenue | Weekly recycling | Weekly recycling |
| Weekly SSO county wide | Weekly SSO urban areas | Weekly SSO county wide |
| Yard waste urban areas | Fall leaves | Fall leaves |
| Christmas trees | Christmas trees | Christmas trees |
| Cillistillas trees | Cilistillas trees | Cillistillas trees |
| \$2,984,293.00(excl. est. | \$2,694,100.00 | \$2,719,990.00 |
| \$120,000 recycling revenue) | 72,034,100.00 | 72,713,330.00 |
| 7120,000 recycling revenue) | | |
| Weekly garbage | EOW garbage county wide | Weekly garbage |
| Weekly recycling - 50% revenue | Weekly recycling- 50% revenue | Weekly recycling |
| Weekly SSO urban areas | Weekly SSO county wide | Weekly SSO urban areas |
| Fall leaves | Fall leaves | Yard waste county wide |
| Christmas trees | Christmas trees | Christmas trees |
| Cili istilias ti ees | Cilistillas tiees | Ciristillas trees |
| \$2,872,153.75(excl. est. | \$2,898,043.75(excl. est. | \$2,806,600.00 |
| \$120,000 recycling revenue) | \$120,000 recycling revenue) | 72,000,000.00 |
| 7120,000 recycling revenue) | 7120,000 recycling revenue) | |



| Weekly garbage | EOW garbage county wide | EOW garbage county wide |
|------------------------|-------------------------|-------------------------|
| Weekly recycling | Weekly recycling | Weekly recycling |
| Weekly SSO urban areas | Weekly SSO county wide | Weekly SSO county wide |
| Yard waste urban areas | Yard waste county wide | Yard waste urban areas |
| Christmas trees | Christmas trees | Christmas trees |
| \$2,745,400.00 | \$2,832,490.00 | \$2,771,290.00 |
| | | |

| EOW garbage county wide Weekly recycling- 50% revenue Weekly SSO county wide Yard waste county wide Christmas trees | EOW garbage county wide Weekly recycling- 50% revenue Weekly SSO county wide Yard waste urban areas Christmas trees |
|---|---|
| \$3,010,543.75(excl. est. | \$2,949,343.75(excl. est. |
| \$120,000 recycling revenue) | \$120,000 recycling revenue) |

Bulk Items Collection and Disposal

| County wide collection and disposal of Bulk Items | One curbside collection event scheduled per year at the request of the County | \$69,725.00 |
|--|---|-------------|
| Collection and disposal of Bulk Items to be scheduled on a call in basis | Call in service (two collections per year for eligible properties) | \$27,890.00 |

Progressive Waste Services Bid provided no adjustment for one side rural road collection.

Progressive Waste Services Bid indicated no cost for adding plastic film and EPS to recycling stream.



Waste Management Canada

Collection Services Only

| Weekly garbage | Weekly garbage | Weekly garbage |
|------------------|------------------------|------------------------|
| EOW recycling SS | EOW recycling SS | EOW recycling SS |
| Fall leaves | Yard waste county wide | Yard waste urban areas |
| Christmas trees | Christmas trees | Christmas trees |
| MRF <50km | MRF <50km | MRF <50km |
| \$1,690,179.66 | \$1,747,829.66 | \$1,727,769.66 |

| Service | | | Weekly garbage | Weekly garbage | Weekly garbage Yard |
|-----------------------------------|-------------------------|-------------------------|-----------------|-------------------|---------------------|
| | | | Fall leaves | Yard waste county | waste urban areas |
| | | | Christmas trees | wide Christmas | Christmas trees |
| | | | | trees | |
| | | *Every other week 2 | | | |
| Collect and transfer De | scuslable Material to a | stream | \$1,915,182.78 | \$1,972,832.78 | \$1,952,772.78 |
| Collect and transfer Re | • | | | | |
| third party MRF withi | | Weekly single stream | \$1,916,978.70 | \$2,017,828.70 | \$1,997,768.70 |
| the Town of Paris se | ettlement boundary | | | | |
| | | *Weekly 2 stream | \$2,141,981.82 | \$2,242,831.82 | \$2,179,571.82 |
| | | | | | |
| | | Every other week single | | | |
| | | stream | \$1,916,978.70 | \$2,017,828.70 | \$1,954,568.70 |
| Collect and transfer De | scuslable Material to a | | | | |
| Collect and transfer Re | • | *Every other week 2 | | | |
| third party MRF great | | stream | \$2,141,981.82 | \$2,242,831.82 | \$2,179,571.82 |
| | metres away from the | | | | |
| Town of Paris settlement boundary | | Weekly single stream | \$2,141,981.82 | \$2,242,831.82 | \$2,179,571.82 |
| | | | | | |
| | | *Weekly 2 stream | \$2,368,780.86 | \$2,469,630.86 | \$2,406,370.86 |

<u>Collection Services Only - Source Separated Organics, Garbage, Recycling, Leaves, Yard Waste, and Christmas Tress</u>

| EOW garbage urban area | EOW garbage county wide | EOW garbage urban area |
|---------------------------|-------------------------|---------------------------|
| Weekly garbage rural area | Weekly recycling SS | Weekly garbage rural area |
| EOW recycling SS | Weekly SSO county wide | EOW recycling SS |
| Weekly SSO urban areas | Fall leaves | Weekly SSO urban areas |
| Fall leaves | Christmas trees | Yard waste county wide |
| Christmas trees | MRF <50km | Christmas trees |
| MRF <50km | | MRF <50km |
| \$2,131,202.35 | \$2,563,186.35 | \$2,188,852.35 |



^{*}No vendor submitted a bid to provide a two stream recycling MRF
* Proposed vendor MRF is approximately 60km from the Town of Paris boundary

| EOW garbage urban area | EOW garbage county wide | EOW garbage county wide |
|---------------------------|-------------------------|-------------------------|
| Weekly garbage rural area | Weekly recycling SS | Weekly recycling SS |
| EOW recycling SS | SSO county wide | SSO county wide |
| Weekly SSO urban areas | Yard waste county wide | Yard waste urban areas |
| Yard waste urban areas | Christmas trees | Christmas trees |
| Christmas trees | MRF<50km | MRF<50km |
| MRF <50km | | |
| \$2,168,792.35 | \$2,620,836.35 | \$2,600,776.35 |

| Weekly garbage | Weekly garbage | Weekly garbage |
|------------------------|------------------------|------------------------|
| Weekly recycling SS | Weekly recycling SS | Weekly recycling SS |
| Weekly SSO urban areas | Weekly SSO county wide | Weekly SSO urban areas |
| Fall leaves | Fall leaves | Yard waste county wide |
| Christmas trees | Christmas trees | Christmas trees |
| MRF>50km | MRF>50km | MRF>50km |
| \$2,131,202.35 | \$2,725,218.35 | \$2,188,852.35 |

| Weekly garbage | Weekly garbage | Weekly garbage |
|------------------------|------------------------|------------------------|
| Weekly recycling SS | Weekly recycling SS | Weekly recycling SS |
| Weekly SSO urban areas | Weekly SSO county wide | Weekly SSO county wide |
| Yard waste urban areas | Yard waste county wide | Yard waste urban areas |
| Christmas trees | Christmas trees | Christmas trees |
| MRF>50km | MRF>50km | MRF>50km |
| \$2,168,792.35 | \$2,782,868.35 | \$2,762,808.35 |

Bulk Items Collection and Disposal

| County wide collection and disposal of Bulk Items | One curbside collection event scheduled per year at the request of the County | \$100,000.00 |
|--|---|--------------|
| Collection and disposal of Bulk Items to be scheduled on a call in basis | Call in service (two collections per year for eligible properties) | \$45,000.00 |







THE CORPORATION OF THE COUNTY OF BRANT

REQUEST FOR PROPOSAL FOR SOLID WASTE COLLECTION AND RECYCLING PROCESSING SERVICES

PW-RFP-16-12

RECEIVING DATE: UNTIL 1:00 PM LOCAL TIME

January 27, 2017

RETURN TO: Clerk's Department

County of Brant 26 Park Avenue P.O. Box 160

Burford, ON N0E 1A0

THE CORPORATION OF THE COUNTY OF BRANT

REQUEST FOR PROPOSAL FOR SOLID WASTE COLLECTION AND RECYCLING PROCESSING SERVICES

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REQUEST FOR PROPOSAL FOR SOLID WASTE COLLECTION AND RECYCLING PROCESSING SERVICES

1. <u>INVITATION TO SUBMIT PROPOSAL</u>

Proposals are currently being requested for the collection and transportation of solid Waste and/or the processing and marketing of Recyclable Material.

The complete Request for Proposal documents are attached for your review.

This request PW-RFP-16-12 shall be governed by the County of Brant's Purchasing Policy (By-law No. 45-13).



2. <u>INFORMATION TO PROPONENTS</u>

2.1. NATURE OF PROJECT

It is the intention of this request to select a proponent or proponents who can provide services to collect and transport residential and commercial Collectible Waste and/or process and market Recyclable Material.

Further information is available in Scope of Work, Section 3.0.

2.2. SCHEDULE

This RFP was released on Thursday, December 1, 2016 at 8:30 AM.

Sealed proposals for the completion of the scope of work, more completely described in Section 3, will be received until 1:00 PM local time, on Friday, January 27, 2017.

The County of Brant reserves the right to arrange for presentations by any or all of the proponent(s).

The County of Brant reserves the right to amend the schedule should it be deemed necessary.

2.3. SUBMISSION

Proposals must be complete, providing all the requested information and sealed in two (2) envelopes, clearly marked as to contents.

Submissions must follow the sequence outlined and be in the formats requested.

A two (2) envelope system will be used whereby Envelope 1 shall contain the technical proposal only with no reference to costs and Envelope 2 shall contain the cost proposal.

A copy of all Addenda issued during the proposal period must be submitted with the technical proposal, signed, dated and sealed where required.

<u>Proposals sent by e-mail, fax or arriving after the stated closing time will not be considered</u>. Proposals must be delivered to:

Clerk's Department County of Brant 26 Park Avenue P.O. Box 160 Burford, ON N0E 1A0

Proposal is to be open to acceptance for a period of ninety (90) Days, beyond the closing date.



2.4. CONTACT PERSON

The proponent must identify those persons who are authorized to negotiate on their behalf with the County of Brant. In addition the person signing the proposal must have authority to bind the proponent should the proposal be accepted by the County of Brant.

2.5. ACCEPTANCE AND AWARD

The County of Brant reserves the right to accept or reject any proposal, in whole or in part(s) as the County of Brant deems fit, solely at the County's discretion, without liability on the part of the County of Brant.

The County of Brant will not be held responsible for any cost incurred by any proponent associated with preparing or submitting a proposal for this project, should the proposal be rejected or the process cancelled.

Proposals which are incomplete, conditional, or obscure may be rejected.

Any proponent that communicates or attempts to communicate with the Mayor, members of Council or members of County staff other than the contact person identified in Section 2.10, in connection with this process either before or after the closing date, and prior to award by Council, may at the County's discretion be disqualified. Disqualified proponent's will have their bid promptly returned and will no longer be considered.

2.6. DELIVERY AND SCHEDULE

It is the intent of this proposal that:

- The successful proponent may be chosen in March 2017 based on proposals returned for this RFP, dependent on scheduling of County Committee and Council meetings.
- The successful proponent is expected to commence the Work November 1, 2017.
- The service Contract is for a period of 7 years terminating on November 1, 2024.
- The Municipality 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.

2.7. EVALUATION CRITERIA

PW-RFP-16-12

Specific evaluation criteria shall be used in evaluating the proposals received. More details on the evaluation criteria are contained herein in Section 4.

2.8. UNBLALANCED PROPOSALS

Each item in the cost proposal submittal forms shall indicate a commercially reasonable price for such item. Proponents may not submit unreasonably low

Page 5

prices for one portion of the required Work along with unreasonable high prices for another portion of the Work. The evaluation committee shall be the sole judge of such matters and, should any proposal be considered to be unbalanced, it may be rejected without further consideration.

Proposals containing minor non-conformances and/or mathematical errors may be considered following correction of said errors by the evaluation committee. Proposals containing major mathematical errors may be rejected or the proponent may be contacted for clarification/amendments at the sole discretion of the evaluation committee.

2.9. SALES TAXES

The quoted prices shall not include Harmonized Sales Tax (HST) as applicable. Applicable HST should be shown as a separate line item. Proponents should note that the County of Brant may be entitled to exemption from portions of the applicable sales tax. The successful proponent will be supplied with details and proof of exemption prior to billing.

2.10. CLARIFICATION

Should a proponent find discrepancies in, errors in, or omissions in the proposal documents, or should there be any doubt as to their meaning, an inquiry in writing should be made to Matthew D'Hondt, Solid Waste/Wastewater Operations Manager. Should a correction, explanation, or interpretation be necessary or desirable, a written addendum will be issued to all proponents. Addenda issued during the bidding period are to be considered part of these proposal documents. All addenda shall be issued by the County by Friday, January 20, 2017.

All written inquiries **must** be received by **4:30 PM on Wednesday, January 18, 2017**, in order that any addendum necessary to the proposal may be issued. Written inquiries **must** be submitted by fax or email to:

Mr. Matthew D'Hondt, C.E.T.

Fax: (519) 449-3382

Email: publicworks@brant.ca

Inquiries received after this date will only be answered if deemed by the County fundamental to the integrity of the RFP.

2.11. QUALIFICATION OF PROPONENTS

The County of Brant requires that all proponents be able to furnish evidence satisfactory to the County of Brant that they have the ability, experience, capital, and resources to enable them to complete the Work successfully, within the time frame indicated.



2.12. SUB-CONSULTANTS

Proponents shall disclose any sub-consultants that they propose to employ in the performance of this Contract. Sub-consultants may not be changed after award of the Contract without written permission from the County of Brant.

2.13. PRICES

The County of Brant has strictly defined budgets for the Work within this Contract and reserves the right to change the scope of this Contract to bring the proposal price within the available budget limits. Should it be determined that the changes in the scope of the Contract are of sufficient magnitude (10% of total project), then the County of Brant may cancel the proposal call. At their discretion, the County of Brant may commence a new process in order to complete the project within the budget available.

Proposals containing minor non-conformances and/or mathematical errors may be considered following correction of said errors.

2.14. PAYMENT

Proponents should note that the County of Brant must be invoiced on a monthly basis in a form acceptable to the Municipality. Subject to any discrepancies, Liquidated Damages, or deficiencies, the County of Brant shall pay 100 percent of an invoice received within 30 Days after the invoice date.

2.15. PRESENTATION

If requested by the County of Brant, proponents may be required to make a presentation to the County of Brant staff and/or Public Works Committee. This presentation may assist the County of Brant in selecting a proponent.

Should a proponent be selected to make a presentation, the County will require that the proponent provide an additional ten (10) copies of their proposal to the County within 48 hours of being so notified.

2.16. AGREEMENT

This RFP process is intended to identify prospective suppliers for the purposes of negotiating a potential agreement. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and the Municipality by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

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



2.17. SUPPLIER STATUS

The successful proponent shall be considered a supplier of services to the County of Brant. At no time will the proponent, or any individual acting for the proponent, be considered an employee of the County of Brant.

2.18. OTHER INFORMATION

The County of Brant reserves the right to require proponents to produce any of the following:

- Appropriate insurance certificates;
- Financial and corporate information; and
- Other additional assurances or protections as deemed necessary by the County of Brant.

2.19. OWNERSHIP OF DOCUMENTATION AND FREEDOM OF INFORMATION

The information submitted in response to this RFP will be managed in accordance with all applicable legislation governing municipal activity, including but not limited to the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). The proponent does, by the submission of a proposal, accept that the information contained in it will be treated in accordance with the process set out in the RFP. Proponents should clearly indicate in their submission which parts, if any, are exempt from disclosure under the relevant freedom of information and protection of privacy legislation. Any submitted proposal shall immediately become the property of the County of Brant.

In the course of the project or of the RFP process, the County of Brant may provide information to proponents to allow the preparation of a response to the RFP or of the project deliverables. The County of Brant retains the ownership of and reserves all rights (including copyright and other intellectual property rights) in any document, materials or other information that they provide to the proponents. Proponents may not use any materials provided for other purposes without the written permission of the County of Brant.

2.20. RIGHT TO AMEND REQUIREMENTS

Upon awarding the Contract based on the information submitted in proposals received, the County of Brant reserves the right to Work with the successful proponent to modify any of the proposal components outlined in the RFP that are agreeable to all parties. In the event that the chosen proponent fails to act in good faith by refusing or failing to negotiate in a timely and reasonable manner, or fails to fulfill the intent of the RFP, or to execute the negotiated agreements, the proponent will be considered to have abandoned all rights and interest in the Contract award and the award may be cancelled without penalty to the County. The award may then be made to the next highest ranked proponent or all proposals may be rejected at the sole discretion of the County of Brant.

2.21. CONFLICTS OF INTEREST

Proponents are required to state any perceived or actual conflicts of interest that they might have with the County of Brant or their staff.

2.22. ERRORS AND OMISSIONS

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



2.23. INSURANCE

COMMERCIAL GENERAL LIABILITY INSURANCE REQUIREMENT The proponent shall, at their expense obtain and keep in force during the Term of the Agreement, Commercial General Liability Insurance satisfactory to the County of Brant and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for bodily injury, property damage and personal injury and shall include but not be limited to:

- (a) A limit of liability of not less than \$3,000,000/occurrence with an aggregate of not less than \$8,000,000
- (b) Add County of Brant as an additional insured with respect to the operations of the named insured
- (c) The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured
- (d) Non-owned automobile coverage with a limit not less than \$3,000,000 and shall include Contractual non-owned coverage (SEF 96)
- (e) Products and completed operations coverage
- (f) Broad form property damage
- (g) Contractual liability
- (h) Owners & Contractors protective
- (i) Hostile fire
- (j) The policy shall provide 30 days prior notice of cancellation

AUTO LIABILITY INSURANCE REQUIREMENT

The Contractor shall, where applicable, at its own expense, obtain and maintain, until the expiry or termination of this agreement, automobile liability insurance covering third party damage and bodily injury (including accident benefits) as may be required by Applicable Laws arising out of any licensed vehicle operated by the Contractor in connection with this Agreement with limits not less than \$3 million

POLLUTION LIABILITY

The Contractor shall carry a Contractor's Pollution Liability Policy, underwritten by an insurer licensed to conduct business in the Province of Ontario for a limit of not less than \$2 million per claim. If there is an aggregate limit, said limit shall not be less than \$4 million per year. The policy shall provide coverage on a gradual release for pollution conditions as a result of the operations performed at the job site. Coverage shall include bodily injury, property damage, clean-up and remediation costs. The Contractor shall purchase at minimum a 1 Year Extended Reporting Endorsement.



The Proponent's insurance policies will include the County of Brant as additional insureds for the Term of the Contract.

The Proponent's insurance policies will include the County of Brant as additional insureds for the Term of the Contract.

2.24. INDEMNIFICATION & HOLD HARMLESS CLAUSE

The Contractor shall defend, indemnify and save harmless the County of Brant, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Supplier, its directors, officers, employees, agents, Contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Contractor in accordance with this Contract, and shall survive this Contract.

The Contractor agrees to defend, indemnify and save harmless the County of Brant from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Supplier's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Supplier in accordance with this Contract, and shall survive this Contract.

2.25. PRICE ESCALATION

Pricing submitted by the Contractor shall remain firm until the second Anniversary Date of the Contract commencement. Effective on the first Day of the third year of the Contract, the unit rates for all Contract pricing submitted shall be subject to a seasonally annual increase based on the amount by which the Canadian Consumer Price Index (CPI) as published by Statistics Canada for the previous twelve months has increased for the immediately preceding seasonal year. No negative CPI will be used and if that is the calculation for any given year, the increase shall be 0. The annual rate increase will be between 0% and a maximum of 5%. The escalation factor is intended to accommodate cost increases on the Contractor, thereby decreasing the risk of economic factors that have an impact on the operations.

The CPI calculations will be based on the following formula:



- a) 80% of the value of the escalation factor shall be derived from Statistics Canada Catalogue no. 62-001-X, Ontario ALL-EXCLUDING FOOD AND ENERGY index, CANSIM vector number (v41692045).
- b) 20% of the value of the escalation factor shall be derived from Statistics Canada Catalogue no. 62-001-X, Table 326-0009

 Average retail prices for gasoline and fuel oil, by urban centre (percentage change (year-to-year)) diesel self-serve Toronto area.

The adjustment to this Contract Price shall take effect from the Anniversary Date for the ensuing Contract Year.

2.26. LEGAL CLAIMS

No proposal will be accepted from any person, or company, or proponent which has a claim or instituted a legal proceeding against the County or against whom the County has a claim or instituted a legal proceeding with respect to any previous Contract without prior approval by Council.

2.27. CARBON CREDITS

Carbon credits means all credits, benefits, offsets, reductions, rights or indicia relating to (i) the reduction, mitigation or control of greenhouse gas emissions, including, without limitation, carbon dioxide, methane, nitrous oxide, hydro fluorocarbons, or any other gas, matter or substance, or (ii) the generation or creation of energy from sources recognized as renewable, or generated from otherwise wasted resources, directly or indirectly arising out of the production, use, sale, capture, flaring, burning, destruction, processing, conversion, utilization, fueling, storage or sequestration that now or hereafter qualifies for recognition under any domestic, international or foreign emissions reduction or emissions program, scheme or organization or law or governmental authorization.

Any carbon credits resulting from any Work performed under any Contract(s) awarded under this RFP shall remain the sole property of the Municipality for their exclusive use.

2.28. REFERENCE DOCUMENTS

The proponent may access the following reference documents on the County of Brant website at bids.brant.ca

- Household Organics Collection Feasibility Study 2011
- Solid Waste By-Law
- 2016 Collection Calendar
- County of Brant Purchasing Policy (By-Law 45-13)
- Urban Leaf, Organic and Yard Waste Collection Boundary Map



- County of Brant/Municipality of Brantford Boundary Adjustment Map
- County of Brant Street Map (County of Brant/Municipality of Brantford Boundary Adjustment is not indicated on this map)
- Downtown Area Map
- County maps can be viewed at http://www.brant.ca/en/countygovernment/resources/Maps/Street_Map.pdf
- Other maps can also be viewed at http://www.brant.ca/en/countygovernment/maps.asp#PDFMaps

The proponent may also access GIS interactive mapping on the County website at http://www.brant.ca/en/county-government/maps.asp

The proponent may also obtain detailed GIS layers by completing the "Agreement for the Transfer of Digital Information" contained in Schedule G. The completed agreement form is to be emailed to publicworks@brant.ca , with "PW-RFP-16-12 Transfer of Digital Information" in the subject line, once the agreement has been executed by the County an FTP site access email will be sent to the proponent.



3. SCOPE OF WORK

This section is intended to define the Work activities for the project as accurately as possible. Proponents should follow the Terms of Reference and augment the Work herein proposed as required. The required services for this project will include, but will not necessarily be limited to, the specifications outlined in Section 3.

The service area of the Work outlined in this RFP is the municipal boundary of the County of Brant. At this time the County of Brant and City of Brantford are awaiting provincial government approval to adjust the municipal boundary. Refer to the section 2.28 "Reference Documents" for a figure indicating the Boundary Change. The proponent is to prepare their pricing for the Work using the proposed municipal Boundary as the limit of the service area of the Work.

3.1. GENERAL OPERATING DETAILS

- 3.1.1. Capitalized Terms have the meanings given to such Terms in the definitions section of the Contract included as Schedule F to this RFP.
- 3.1.2. By no later than two months after execution of the Contract, the Contractor shall submit to the Designated Municipal Official for approval, detailed route maps including a proposed schedule for collection Days, the Contractor shall consider the existing collection areas when creating their schedule. Each Collection Route shall be identified by a number and the list will cover a normal week's operation showing the number of Collection Vehicles, employees per route, starting location and estimated start time and ending location and estimated end time. The Designated Municipal Official may at any time during the Contract require the Contractor to modify or amend the daily Collection Routes and the Contractor will implement and adhere to such changes within six calendar weeks.
- 3.1.3. The Contactor shall provide curbside collection services for Collectible Waste from the following.
 - Low density residential:
 - Designated multi-residential dwellings;
 - Designated institutional buildings;
 - Designated commercial establishments located on residential routes: and
 - BIA areas.
- 3.1.4. Unless otherwise directed by this Contract or a Designated Municipal Official, the Contractor will complete the Collection Routes for all collection locations in the Municipality between the hours of 7:00 AM. and 5:00 PM. on the scheduled

- collection Day (Monday to Friday). Materials to be delivered to the Biggars Lane Landfill must be off loaded and vehicles exited the site by 5:00 PM.
- 3.1.5. The Contractor's Material Recycling Facility Material Recycling Facility (MRF) will receive Recyclable Material at a minimum, between the hours of 7:00 AM and 5:00 PM on the scheduled collection Days.
- 3.1.6. The Contractor will provide at their own expense, all materials, personnel and Equipment as required for the mandatory collection, transportation and unloading of Collectible Waste.
- 3.1.7. After the Commencement Date of this Contract, no change in collection Days may be made without the written approval of the Designated Municipal 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 Municipality. This notice will be at the Contractor's expense. The notice will also be submitted to the Municipality in PDF format.
- 3.1.8. If the Contractor encounters any impassable obstruction, including without limitation, utilities or other Contractors working on the traveled portion of the Collection Route, they will notify the Designated Municipal 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
- 3.1.9. The Contractor will collect Collectible Waste from Garbage Enclosures, private roads, or any other location as directed by the Designated Municipal Official from time to time. Where for any reason Collection cannot be made from the locations specified (e.g. due to road closures or construction), items for collection will be placed at alternate locations, that may be designated by the Designated Municipal Official from time to time, to be collected by the Contractor.
- 3.1.10. Apartments and schools are required to bring their material to the municipal curbside, if they wish to participate in the municipal collection program, Condominiums will be provided the option to receive collection from their private roadways if there is unimpeded access to the material Containers for the Contractor's Collection Vehicle.
- 3.1.11. The Contractor may be required to collect Collectible Waste from one side of rural roads with the exception of those roads identified in Schedule D. The



Contractor is to provide a price to collect from one side of rural roads, in Schedule C, cost proposal submittal forms. The Contractor will be responsible to determine which side of the roads Waste is to be collected from. When determining the roads to receive collection on one side of the road, it is paramount the Contractor must consider public safety (i.e. hills, curves, shoulder width) and which side of the road contains the majority of the collection locations. The Municipality will have final approval for rural roads determined by the Contractor for one side collection.

- 3.1.12. The Contractor will return all emptied Containers to the location from which they were retrieved for Collection. Care will be used not to damage any Containers during Collection. The Contractor will be responsible for replacing any Containers damaged as a result of Collection or as deemed to do so by the Designated Municipal Official.
- 3.1.13. Where the Municipality deems it necessary to replace damaged Containers due to negligence of the Contractor, the cost of the replacement Containers will be deducted from the Contractor's monthly payment.
- 3.1.14. The Contractor assumes responsibility for Collection from any new residential, institution and commercial (commercial which are on existing residential routes) developments, where applicable to the Contract, within the Municipality when directed by the Designated Municipal Official. For greater certainty, there will be no increase to the unit price(s) set out in the Form of Proposal for these added collection responsibilities.
- 3.1.15. Collection routes where three (3) or more locations have not had the Collectible Material removed on their designated collection Day, or tagged as non-compliant, will be deemed an Incomplete Route.
- 3.1.16. The Contractor will deliver all collected Garbage to the County of Brant Biggars Lane Landfill Site located at 128 Biggars Lane, Mount Pleasant and will adhere to the hours of operation, which are currently Monday to Friday 8:00 AM to 5:00 PM and Saturday 9:00 AM to 4:00 PM, which may be amended from time to time. The Contractor will not be responsible to pay disposal fees for Garbage collected and delivered as part of the Work, to the County of Brant landfill site.
- 3.1.17. Non-collectible material will be tagged by the Contractor with a non-compliance notice (provided by the Municipality) and these tag notices will be used to advise the owner why that material was not collected. The Contractor will provide a list of such occurrences to the Designated Municipal Official by 8:30 AM the following Day. Notwithstanding that Containers of Recyclable Material have been tagged with a non-compliance notice, the Designated Municipal Official reserves the right to direct the Contractor to collect tagged bags or Containers.



- 3.1.18. The Contactor will supply to the Designated Municipal 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 collection Day, the Contractor will immediately replace the disabled vehicle and will immediately notify the Designated Municipal Official of the vehicle number and license plate of the replacement vehicle. The Contractor will advise the Designated Municipal Official if and when the replacement vehicle has been removed from service and the original vehicle has returned to service.
- 3.1.19. The Contractor is required to weigh all Collectible Material prior to unloading. For greater certainty, the collection vehicle will have a gross, tare and net weight (in kg's) recorded on a Weights and Measures Canada "certified" scale on the date of collection and recorded on a scale ticket. Copies of sale tickets shall be submitted with each invoice as proof of materials collected, except for scale tickets completed at County owned facilities.
- 3.1.20. The Contractor will not be paid for any Collectible Waste disposed at the Waste Management Site if the license number of those Collection Vehicles has not been provided to the Designated Municipal Official in advance of unloading Collectible Waste.
- 3.1.21. The Contractor will co-operate fully with the Designated Municipal Official in implementing and operating projects and programs that the Municipality, and/or Provincial and/or Federal Government develop and legislate to divert Waste from disposal.
- 3.1.22. The Contractor or the Contractor's workforce will not be permitted or entitled to salvage, claim or possess any Collectible Material collected under this Contract.
- 3.1.23. The Contractor will 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 the Contractors obligations set out in this RFP.
- 3.1.24. If the Contractor misses one or more collection stops or part of a Collection Route or is asked to return for a late set-out, he or she will make every reasonable effort to collect the missed set out or late set out on the same collection Day. If this is not possible, the missed or late set out will be collected on the following working Day before 9:00 AM. What is "reasonable" or "possible" will be determined by the Designated Municipal Official. Furthermore, if a missed collection is reported, and the complaint log summary does not indicate a missed collection has been reported from the complainant or property address of the missed collection within the previous six (6) months, the Contractor shall return to collect the missed collection.



3.1.25. The Contractor's senior representatives for this Contract will be required to attend scheduled meetings at least quarterly (four (4) times per year), and at such other times as deemed appropriate in the sole discretion of the Municipality, with the Designated Municipal Official to discuss all aspects of the Contract services, and monthly during the first six (6) months of the Contract.

3.2. COLLECTION SCHEDULE

- 3.2.1. The Contractor will undertake the collection of Collectible Waste for all residential and Institution and commercial locations, which are on existing residential routes in the designated collection areas between the hours of 7:00 AM and 5:00 PM on the scheduled collection Day unless otherwise authorized by a Designated Municipal Official. Materials to be delivered to the Biggars Lane Landfill must be off loaded and Collection Vehicles off site by 5:00 PM.
- 3.2.2. The Contractor will collect Collectible Material and receive Recyclable Material at the Contractor's MRF, Monday to Friday with the exception of the following designated holidays unless otherwise directed to do so by a Designated Municipal Official.
 - Christmas Day
 - New Year Day
- 3.2.3. Should the regular collection Day occur on a designated holiday listed in Section 3.2.2 above, the collection Day affected by the holiday will occur one Day later.
- 3.2.4. If the Contractor determines that, due to severe weather conditions, it is unsafe to provide collection service in any area on a given Day or any portion thereof, the following shall apply.
 - The Contractor shall notify the Designated Municipal Official immediately upon any decision to cancel collections. The County shall be responsible for public notification of the cancellation. The Contractor will collect the uncollected area(s) on the next collection Day and catch up during the week and Work the following Saturday if required to complete all Collection Routes for the week; and
 - In the event that a portion of the Collection Area does not receive collection services due to severe weather the Contractor will provide specific information to the Designated Municipal Official with respect to the streets or areas missed.
- 3.2.5. If the Contractor alters the starting location or time of a Collection Route and does not notify the residents affected, the Contractor shall pick up any late setouts for the first two (2) weeks after the change came into effect.



3.3. GARBAGE COLLECTION SERVICE

- 3.3.1. The Contractor will provide curbside collection of Garbage on the scheduled collection Days for all residential, institutional and commercial locations, which are on existing residential routes, within the designated collection area.
- 3.3.2. The Contractor will collect Garbage from residential and commercial businesses twice per week on Tuesday's and Friday's between 7:00 am and 8:00 am in the downtown areas of the community of Paris, outlined in Schedule D.
- 3.3.3. The Contractor will collect Garbage from residential and commercial businesses once per week between 7:00 AM and 8:00 AM in the downtown areas of the community of Burford and the community of St. George, outlined in Schedule D.
- 3.3.4. The Contractor will not allow the cross contamination of Recyclable Material, Source Separated Organics, Yard Waste, or Garbage.
- 3.3.5. The Contractor will collect no more than the number of bags and/or Garbage Containers, specified in the Municipal Waste Management By-law as may be amended from time to time, from any residential, municipal, institutional or commercial unit, unless directed otherwise by a Designated Municipal Official.
- 3.3.6. Non-collectible material will be tagged by the Contractor with a non-compliance notice (provided by the Municipality) and these tag notices will be used to advise the owner why that material was not collected. The Contractor will provide a list of such occurrences to the Designated Municipal Official by 8:30 AM the following Day. Notwithstanding that Containers of Recyclable Material have been tagged with a non-compliance notice, the Designated Municipal Official reserves the right to direct the Contractor to collect tagged bags or Containers.

3.4. COLLECTION, PROCESSING AND MARKETING OF RECYCLABLE MATERIAL

- 3.4.1. The Contractor will provide unlimited Collection of Recyclable Material on the scheduled collection Days for all residential, institutional and commercial locations, which are on existing residential routes. The Contractor will collect Recyclable Material curbside from rigid plastic Containers, clear plastic bags, and cardboard boxes, and or any other Container deemed acceptable by the Designated Municipal Official.
- 3.4.2. The Contractor will collect Recyclable Material from residential and designated commercial businesses on the scheduled collection Days between 7:00 AM and 8:00 AM in the downtown areas of the Community of Burford, Community of Paris and the Community of St. George, as outlined in Schedule D.



- 3.4.3. The Contractor's MRF will accept, process, and market the types of Recyclable Material set out in Schedule D.
- 3.4.4. The Contractor will collect Recyclable Material one per week from 360 litre, 2 wheeled carts located at the County of Brant landfill site located at 128 Biggars Lane, Mount Pleasant and Paris Transfer Station, located at 40 Railway Street, Paris (Contractor will be provided with a gate key to access the Paris Transfer Station during closed hours).
- 3.4.5. Recyclable Material currently designated for collection is listed in Schedule D. The Municipality reserves the right to add to or delete materials from the list of Recyclables collected from time to time or as mandated by changes to legislation. Only materials that are able to be processed at the MRF shall be added and only following consultation with the Contractor. Additional materials required by changes to legislation shall be subject to mutual agreement by the Municipality and the Contractor and failing such mutual agreement, the Municipality reserves the right to require that the Contractor provide an alternative processor at a price to be negotiated and failing agreement, at a price to be mediated or arbitrated.
- 3.4.6. Where apartments, condominiums, townhouse complexes, schools 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 on the collection Day of the area.
- 3.4.7. In the event a recycling collection vehicle collecting roll carts is unable to empty the Containers, the Contractor will immediately notify the owner of the complex and return at least once that same collection Day to empty the Containers.
- 3.4.8. Recyclable Material collected within the County of Brant shall be weighed separately from Recyclable Material collected from any other municipal or private collections and those weights for Recyclable Material are to be provided to the Municipality as part of the Contractor's monthly reports.
- 3.4.9. The Contractor will be responsible to market the Recyclable Material and will, based on the revenue option approved by the County, either retain 100% of the revenue or retain 50% of the revenue and pay to the County 50% of the revenue it receives from the sale of the Recyclable Material net of transportation costs. Under a revenue sharing arrangement, the County will pay 20% of a negative market price for Recyclable Material if the market price for that commodity falls below \$0.00. Revenue will be paid to the County of Brant each month based on the previous month's sales. The Contractor will not exceed a processing Residue Waste disposal rate of 5% by weight of the incoming Recyclable Material if operating a Two Stream MRF and 10% by weight of the incoming Recyclable Material if operating a Single Stream MRF (measured monthly and averaged)



- over a six month period). The Contractor is responsible for the cost to dispose of Residue and/or contaminated material.
- 3.4.10. In the event where the Municipality Contracts a separate collection and processing Contractor for Recyclable Material, where the Contractor collecting Recyclable Material delivers a load of material to the MRF with a contamination rate that exceeds by weight, the processing Residue Waste rate identified in section 3.4.9 above, the MRF operator will verify and document the load in question, keep the load separate from other incoming material, and notify the Designated Municipal Official immediately of each occurrence. If the Designated Municipal Official agrees the load contains non-Recyclable Material in excess of the rates identified in Section 3.4.9, the collection Contractor will be directed to make arrangements to remove excess non-Recyclable Material from the load.
- 3.4.11. The Municipality will compare pricing with relevant pricing indices to ensure the County is receiving maximum revenue for its Recyclable Material including but not necessarily limited to the Official Board Markets "Yellow Sheet" for Buffalo prices for fibre, and the CIF Ontario Price Sheet Ontario Market Price Trends, Waste Recycling News pricing for plastics and metals will be compared to the scrap metal spot prices (metalprices.com).
- 3.4.12. The Contractor shall be required to provide written justification to the Municipality at the request of the Designated Municipal Official in the event that the Municipality determines a discrepancy in payments received and the pricing indicated in these indices.
- 3.4.13. The Contractor shall make every reasonable effort to maximize the revenue from the sale of every material produced from the Municipality's Recyclable Material.
- 3.4.14. The Contractor will inform the Designated Municipal Official at least two (2) weeks in advance of any scheduled maintenance shutdown of their MRF and what alternative arrangements have been made to process and market the Municipality's Recyclable Material.
- 3.4.15. The Contractor shall be responsible for all warehousing costs due to the Contractor's failure to process the material in accordance with market requirements or to process and transport material to the end market in a timely manner.
- 3.4.16. In the event that the MRF is unable or unwilling to process Recyclables, the Contractor shall immediately locate a satisfactory alternative at their cost. Under no circumstances may Recyclable Materials be landfilled, stockpiled indefinitely or incinerated.



- 3.4.17. The Contractor shall provide the Municipality with monthly reports on (1) the marketed tonnes and revenues by material and (2) tonnage of Residue, with sufficient detail to allow the Municipality to complete the Waste Diversion Ontario (WDO) datacall. In each report, the Contractor shall identify the markets secured for sale of recovered material.
- 3.4.18. All weigh scales used in the performance of this Contract are to be certified by and maintained in compliance with the Canadian Weights and Measures Act, R.S.C., 1985, c. Proof of certification shall be submitted to the Municipality semi-annually.
- 3.4.19. The Contractor/Sub-Contractor shall permit the Municipality to audit the material quality, quantity, Residue, sales agreements, shipping records and any other records pertinent to the Contract resulting from this RFP, on twenty-four (24) hours' notice. Any irregularities resulting from an audit that are not immediately corrected by the Contractor to the satisfaction of the Municipality may result in the cancellation of the Contract.

3.5. FALL LEAF COLLECTION AND DISPOSAL

- 3.5.1. The Contractor shall provide unlimited curbside collection of leaf waste placed in paper bags and open Containers, three times during the fall in the designated urban areas identified in Schedule D.
- 3.5.2. Collections will be scheduled over the months of October to December, to the satisfaction of the Designated Municipal Official. The Contractor will be allowed to schedule the collection of leaf waste on Saturday or on the collection Day for the areas if they chose to do so.
- 3.5.3. The Contractor will transport leaf waste to a facility of the Contractor's choice that is licensed to accept and process leaf waste into compost or other Waste diversion product, and is acceptable to the Designated Municipal Official.
- 3.5.4. The Contractor is responsible to pay for any charges and or tipping fees applied to the leaf waste it delivers to the approved processing facility.

3.6. CHRISTMAS TREE COLLECTION

3.6.1. After Christmas of each calendar year, the Contractor will provide a Christmas tree collection service for residential locations within the designated collection area. Christmas tree collection has typically occurred during the 2 weeks after January 1 and each collection zone is provided 2 collection events. The Designated Municipal Official shall coordinate the Christmas tree collection schedule with the Contractor prior to the start of the calendar year.



- 3.6.2. The Contractor will transport Christmas Trees to a facility of the Contractor's choice that is licensed to accept and process Christmas Trees into compost or other Waste diversion product, and is acceptable to the Designated Municipal Official.
- 3.6.3. The Contractor is responsible to pay for any charges and or tipping fees applied to the Christmas Trees it delivers to the processing facility.

3.7. SOURCE SEPARATED ORGANIC COLLECTION AND DISPOSAL (PROVISIONAL ITEM)

- 3.7.1. The Contractor shall provide unlimited curbside collection of Source Separated Organics once every week on the scheduled collection Days to all designated residential and institutional locations within the designated collection area.
- 3.7.2. The Contactor will collect Source Separated Organics Waste from residential locations using green bin Containers with wheels (approximately 45 litres) and return emptied Containers to the same location from which they were retrieved.
- 3.7.3. The Contactor will collect Source Separated Organics Waste from designated multi-residential and institutional locations using green bin Containers with wheels (approximately 45 to 120 litres) and return emptied Containers to the same location from which they were retrieved
- 3.7.4. The Contractor will transport Source Separated Organic Waste to a facility of the Contractor's choice that is licensed to accept and process Source Separated Organic Waste into compost or other waste diversion product, and is acceptable to the Designated Municipal Official.
- 3.7.5. The Contractor is responsible to pay for any charges and or tipping fees applied to the Source Separated Organic Waste it delivers to the approved processing facility.

3.8. YARD WASTE MATERIAL COLLECTION AND DISPOSAL (PROVISIONAL ITEM)

- 3.8.1. The Contractor shall provide unlimited curbside collection of Yard Waste to residential locations in the designated collection areas at the frequency of three (3) collections for each spring, summer, and fall season, to be approved by the County of Brant at the award of the Contract.
- 3.8.2. The Contractor will collect all Yard Waste placed in paper bags and open top Containers and branches bundled at the curb. The Contractor will not collect Yard Waste placed in plastic bags unless otherwise directed to do so by the Designated Municipal Official.



- 3.8.3. The Contractor will transport Yard Waste to a facility of the Contractor's choice that is licensed to accept and process Yard Waste into compost or other Waste diversion product, and is acceptable to the Designated Municipal Official.
- 3.8.4. The Contractor is responsible to pay for any charges and or tipping fees applied to the Yard Waste it delivers to the approved processing facility.
- 3.8.5. The Designated Municipal Official retains the right to add or delete materials that may be collected as Yard Waste Material, change the method of collection of Yard Waste Material or change the type of bags or Containers that may be used by residents for collection.
- 3.8.6. Non-collectible Yard Waste Material will be tagged by the Contactor and these tag notices will be used to advise the owner the reason that material was not collected.
 - Notwithstanding that non-collectible Yard Waste Material has been tagged for non-compliance, the Designated Municipal Official reserves the right to direct the Contractor to collect tagged material.
- 3.8.7. If the County of Brant choses to implement a Yard Waste collection program it will notify the successful Contractor at the award of the Contract and the Yard Waste program will replace the County's current leaf waste collection program.

3.9. COLLECTION OF BULKY WASTE (PROVISIONAL ITEM)

- 3.9.1. The Contactor shall provide for the collection of Bulky Waste either on a call-in basis or a county wide curbside collection event (to be approved by the County of Brant upon award of the Contract), for all single family residential locations.
- 3.9.2. If the County of Brant approves a Bulky Waste curbside collection event at time of Contract award, the first event will be scheduled within the 2018 operating year. Subsequent events will be requested by the Municipality on an as required basis. If an event is requested the Contractor shall complete the event within 6 months of the request, or at a time acceptable to the Designated Municipal Official,
- 3.9.3. If a call-in service is approved, the Contractor shall accept calls and schedule collections with residents for Bulky Waste within 1 week. Each household will be allowed to call in twice per year to schedule a Bulky Waste collection. The Contractor shall provide the Designated Municipal Official with a telephone number that is toll free within the County of Brant. Such number shall be advertised by the Municipality for residents to call the Contractor to arrange for the collection of Bulky Waste. The Contractor shall log the address and name of collections completed for reference when reviewing if a property is eligible for a Bulky Waste Collection.



- 3.9.4. The Contractor shall not be required to provide the collection of Bulky Waste to residents where there is a large amount of renovation or demolition material unless required to do so by the Designated Municipal Official.
- 3.9.5. The Contractor shall collect metal items and appliances separate from other Waste. The Contractor shall transport and dispose of metal items and appliances at an approved MOECC recycling facility. The Contractor will be responsible to pay for any fees at the facility and/or may retain any revenue from the disposal of the appliances and metal items. The Contractor shall be responsible for the proper removal of Chlorofluorocarbons (CFC's) and shall provide proof that such removal complies with all Applicable Laws. The remaining Waste is to be disposed at the County of Brant Biggars Lane Landfill Site located at 128 Biggars Lane, Mount Pleasant.

3.10. REPORTING

- 3.10.1. The Contractor will 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.
- 3.10.2. The Contractor shall submit the following reports (as applicable to the services provided by the Contractor) to the Municipality and in a format approved by the Municipality (monthly reports are to be submitted with the monthly invoice).
 - A daily route monitoring report which identifies routes that were not completed for any reason by the time specified in the Contract; explains the reason for the delay; and provides an approximate time the route was completed;
 - ii) Complaint form(s) must be completed by end of the collection Day the complaint was received, the County has a Microsoft Word based complaint form with fields to be completed by County Staff and Contractor Staff, the Contractors computers used by customer service staff will be required to have macros installed to enable the use the of the complaint form. The installation of the macros will be coordinated by the County of Brant;
 - iii) Weekly complaint summary;
 - iv) Monthly breakdown of individual weights of each Waste stream;

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- v) Monthly MRF residual weights disposed of for the previous month
- vi) Monthly, the confirmed weight receipts and the inventory, and shipped loads in the previous month organized by material type for the Municipal Recyclable Material processed, including:
 - a. Shipping Time and date,
 - b. Material,
 - c. Buyer Name,



- d. Scale Ticket Number Weight (Tonnes),
- e. Market Value,
- f. Shipping costs, and
- g. Net Revenue;
- vii) Monthly vehicle maintenance record;
- viii) Monthly WSIB Certificate;
- ix) Annual vehicle maintenance reports;
- x) Collection vehicle safety inspection reports;
- xi) Annual Proof of insurance;
- xii) Annual current copy of Carrier Commercial Vehicle Operator's Registration Level II (CVOR) abstract minimum rating of "Satisfactory"; and
- xiii) Annual summary report of Collectible Waste collected by Waste stream.



3.10.3. The Contractor shall submit the following reports or report the following items as specified:

| RECORD or REPORT ITEM | DUE DATE |
|---|---|
| Age of Vehicles Report each time a Collection Vehicle is replaced and reason why (i.e. due to mechanical failure) | Within fourteen (14) Days of the change. |
| Accidents All accidents MUST be accurately documented and reported (whether minor or major) involving the public or damage to private or public property within one (1) hour of occurrence. | Immediately (within one (1) hour of the incident). |
| Damage Claims Provide written records and copies of claims (for each occurrence) where damages have been sustained, and as they apply to the Contract. | Within two (2) business Days of receipt of the record or claim. |
| Mechanical or Oil Spills Report any spills to the Spills Action Centre of the Ministry of the Environment (1-800-268-6060) in addition to the Designated Municipal Official. | Immediately (within one (1) hour of the incident). |
| Routine Collection Issues & Corrective Actions Notify the County of corrective measures taken to resolve routine collection issues such as missed stops, broken blue boxes/carts, etc. brought to the attention of the Successful Proponent by the County of Brant. | End of Day or at a time agreed by the County. |
| Non-routine Collection Issues & Corrective Actions Notify the County of all non-routine collection issues such as Incomplete Routes, disagreements between a resident and a collector, etc. and the proposed corrective measures to be taken in response to the issue. | Immediately (within one (1) hour of the incident). |
| Environmental Compliance Approval Certificate for Waste Management System Provide evidence of a valid Environmental Compliance Approval Certificate for a Waste Management System throughout the Contract. | Annually |
| Resolved Claim Notification Provide written confirmation that all claims for damages from residents were resolved within thirty (30) Days of the receipt of a claim. | Thirty (30) Days following the claim |

3.11. EQUIPMENT

3.11.1. The Primary Collection Vehicles for the collection of Garbage, Recyclable Material and Source Separated Organics (SSO) must be new at the commencement of the Work. In the event the Contractor is not able to receive delivery of new Primary Collection Vehicles by the Commencement Date, the



- Contractor shall be allowed to supplement their fleet with used vehicles for the first four (4) months of the Contract.
- 3.11.2. The Contractor shall at all times provide the number of Collection Vehicles as is necessary to provide the Work in accordance with the Contract (Quality of Service) and to the satisfaction of the Designated Municipal Official. Where necessary, the Contractor shall increase the number of Collection Vehicles dedicated to the performance of the Work to ensure, at all times, the adequate performance of all requirements of this Contract.
- 3.11.3. The Contractor shall maintain a sufficient number of spare Collection Vehicles for use in the event of breakdown of any Collection Vehicle to ensure that the Work is completed as specified in the Contract or as specified by the Designated Municipal Official.
- 3.11.4. In the event of Equipment breakdown, the Contractor shall supply, at its own expense and without delay, sufficient alternative Equipment to complete the Work to the satisfaction of the Designated Municipal Official.
- 3.11.5. Prior to the Commencement Date, the Contractor will obtain and pay for all permits or licenses necessary to perform this Contract in accordance with Applicable Law. The Contractor shall maintain all such licenses and permits in good standing throughout the Term and shall provide copies of same to the Designated Municipal Official upon request.
- 3.11.6. The Contractor shall not allow or cause any Collection Vehicle to be loaded beyond the legal limits as may be specified under the Highway Traffic Act (Ontario) from time to time, in the manufacturer's specifications or in any other regulation. The Contractor shall be responsible for all consequences resulting from vehicle overloading.
- 3.11.7. Only Collection Vehicles, which the make and license plate number has been submitted to the Designated Municipal Official, shall be used by the Contractor to provide the Work. Where the Contractor begins to use a Collection Vehicle after the Commencement Date for which the make and serial number were not made available prior to the Commencement Date, the Contractor shall submit the make and serial number of such new Collection Vehicle(s) to the Designated Municipal Official, prior to the use of such Collection Vehicle to provide the Work.
- 3.11.8. The Contractor shall not be paid for any Collectible Waste disposed at any facility if the license number for the applicable vehicle was not provided in advance to the Designated Municipal Official.



- 3.11.9. A permanent numbering system, the Contractor's MOECC permit ECA Registration number, and the Contractor's company name shall be stencilled on both sides of the cab of all Collection Vehicles.
- 3.11.10. The Collection Vehicles must be compatible with the Work and have a body of sufficient size and strength, capable of loading, and mechanically unloading all Collectible Waste, and designed to contain any debris and liquid from the Collectible Waste. The body will be mounted on an adequate truck chassis to the approval of the Designated Municipal Official. Collection Vehicles which collect multiple Waste streams shall be designed and constructed to ensure that the Waste streams do not become cross-contaminated by each other.
- 3.11.11. The Primary Collection Vehicles (Garbage, recycling and SSO) and route supervisors' vehicle must be equipped with an Automated Vehicle Locating System (AVL) that has a web-based interface capable of allowing the Designated Municipal Official the ability to track Collection Vehicles via website. The Contractor shall notify the Designated Municipal Official no later than one month after the execution of this Contract of the type of AVL tracking system and software proposed to be used in the Collection Vehicles. The system must be pre-approved by the Designated Municipal Official prior to the Contract Commencement Date and be fully functional prior to the commencement of the Work. The requirements for the AVL system are described in greater detail in Schedule E.
- 3.11.12. In addition to all legally required safety Equipment, each Collection Vehicle shall be equipped with Ministry of Transportation-approved back up alert signals, flashing caution lights mounted on the rear, and a two-way radio and/or cellular phone.
- 3.11.13. The Contractor shall ensure that Collection Vehicles are 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.
- 3.11.14. Where in the opinion of the Designated Municipal Official, Equipment used by the Contractor is causing or is likely to cause material damage to any public or private property, or roadway, or persons, the Designated Municipal Official may direct the Contractor to make changes or substitutions for such Equipment and in each case, the Contractor shall comply forthwith.
- 3.11.15. All Primary Collection Vehicles shall be painted in the same Contractor's company colours so that all of the Primary Collection Vehicles have a similar appearance at all times.
- 3.11.16. The Contractor shall keep the side body panels of all Collection Vehicles free of advertising. The Municipality may require the Contractor to post signs, logos or



- advertising as approved by the Designated Municipal Official, Any such signage shall be provided by the County of Brant but installed by the Contractor at its expense.
- 3.11.17. The Contractor shall ensure that all Collection Vehicles are washed at least once weekly with a suitable commercial cleaning solution and that all Collection Vehicles are disinfected inside and out at least once weekly, except during periods of prolonged extreme cold temperatures.
- 3.11.18. The Contractor shall ensure that all Collection Vehicles are equipped with a broom, shovel, rake, spill kit, and supply of absorbent agents for the purpose of cleaning spills and repairing shoulder ruts.
- 3.11.19. The Contractor shall be responsible for the maintenance, repair and all other costs of operating the Equipment, including but not limited to, fuel, licensing, paint, insurance, washing and storage.
- 3.11.20. The Contractor shall ensure vehicle brakes are adjusted/calibrated on a regular basis, minimum in accordance with the manufactures recommendation. Adjustments shall be noted in the monthly vehicle maintenance record. The Contractor shall not use "maxi brakes" for breaking purposes at collection stops.

3.12. CUSTOMER SERVICE

- 3.12.1. The Contractor shall maintain on all collection Days during the hours of 7:00 AM to 6:00 PM an office that shall be staffed to receive phone calls from the general public and municipal staff and record complaints and a description of corrective action taken. The office shall be equipped with local telephone facilities, fax machine and/or digital scanner and electronic mail capability. The Contractor shall provide the Municipality with a toll free number and e-mail address for the purpose of facilitating communication between the Contractor, its supervisor and the Municipality.
- 3.12.2. The Contractor will maintain to the approval of the Designated Municipal Official, a customer call centre with a sufficient number of customer service trained staff and live answer phone lines, acceptable to the Designated Municipal Official, to handle complaints and inquiries from the residents and Municipality. The Contractor will provide a dedicated toll free phone number/hotline for the public which must have the capability of transferring calls between the Contractor and the Municipality's phone system for complaints and inquiries. The Contractor shall record the name, address, telephone number and nature of all complaints and inquiries that it receives from residents and municipal staff. All complaints will be investigated by the Contractor, and inquiries answered the same Day they are received.



- 3.12.3. The Contractor will inspect Collection routes daily to ensure the following.
 - i) 100% of Collectible Waste has been collected in the manner required by this Contract;
 - ii) All Containers are being returned to the correct location;
 - iii) Employees are wearing appropriate safety Equipment and otherwise observing all applicable Occupational Health and Safety laws;
 - iv) Collection Vehicles are not speeding and are obeying all traffic laws and otherwise being operational in accordance with Applicable Law;
 - v) Claims of damage to Containers and property are resolved within two working Days;
 - vi) The Designated Municipal Official are informed of all incidents, problems, complaints and corrective actions taken; and
 - vii) Non-Collectible Waste and Containers are tagged with noncompliance tags by the collection crews.
- 3.12.4. A copy of all complaints and inquiries received by the Contractor, along with a description of the corrective action taken, will be delivered to the Designated Municipal Official using the Municipalities complaint form template, by the end of each collection Day.
- 3.12.5. The Contractor shall have an after-hours service during the weekdays and on weekends to receive to calls from the Municipal Staff. The phone number for the after-hours service shall be toll free. Contractor staff will respond to the Designated Municipal Official within 30 minutes of the after-hours service receiving a call from the Municipal Staff.

3.13. CONTRACTOR'S STAFF

- 3.13.1. The Contractor shall ensure that the Work is provided by sufficient persons of sufficient abilities, skills, knowledge, training, qualifications and experience, and shall ensure that sufficient reserve personnel are available to provide the Work at all times.
- 3.13.2. The Contractor and/or the Contractor's workforce shall not be permitted or entitled to salvage, claim or possess any Collectible Waste.
- 3.13.3. The Contractor shall ensure that all employees involved in providing the Work, whether employees of the Contractor, its permitted sub-Contractors, or agents, shall be at all times properly and sufficiently trained and instructed in the task or tasks that must be performed and the need to maintain the highest standards of courtesy and consideration to the public to promote and enhance the image and/and reputation of the Municipality. Where, in the opinion of the Municipality, acting reasonably, the performance or conduct of any employee, sub-Contractor



- or agent undermines the image and/or reputation of the Municipality, the Contractor shall agree to remove such employee from the provision of the Work.
- 3.13.4. The Contractor shall ensure that its employees at all times wear clean and presentable uniforms while providing the Work. The Contractor shall ensure that its employees are provided all proper protective Equipment as required by law.
- 3.13.5. The Contractor shall provide a full training program to ensure that its employees, its sub-Contractors, or agents have received training with respect to the thorough understanding of the Contractor's and the Municipal operations, complaint procedures, all applicable Health and Safety Obligations, Workplace Hazardous Materials Information System, hazardous spills response and all traffic laws, including all applicable Municipal by-laws.
- 3.13.6. The Contractor shall ensure that neither it, nor any of its agents or employees, solicits or accepts any gratuity for providing the Work. Where appropriate, the Contractor shall discipline any of its employees who breach any Term of this Contract or any Applicable Law while providing the Work.
- 3.13.7. The Contractor shall also ensure that skilled, qualified and competent supervisors ("Supervisors") are available daily to supervise other personnel in providing the Work and shall be responsible to follow up all complaints, spills and accidents that may occur during the Term of this Contract.
- 3.13.8. The Supervisors shall thoroughly understand all of the requirements of this Contract and shall be fully experienced in the Work. The Supervisors shall represent the Contractor, be in charge of the operation of the Work, and shall be authorized to accept any notice, consent, order, decision or other communication on behalf of the Contractor.
- 3.13.9. The Contractor shall equip each Supervisor with a cellular phone capable of taking photos, sending and receiving e-mail, and having a local or toll free telephone number valid for calls made within the Municipality such that Supervisors may be contacted by the Municipality during Operating Hours. The Supervisor will be available on all collection Days during Operating Hours to record complaints as well as record a description of corrective action taken. The Contractor will provide the Designated Municipal Official with an e-mail address for the purpose of facilitating electronic communication between the Contractor, its Supervisor and the Municipality. The supervisors shall have excellent communication and customer service skills.
- 3.13.10. The Contractor shall remove from the Work any Supervisor who, upon the written request of the Municipality, acting reasonably, fails to meet Good Industry Practice. The Contractor shall forthwith designate a replacement Supervisor that meets the requirements of the Contract.



- 3.13.11. The Supervisor will inspect Collection routes to ensure the following.
 - i) 100% of Collectible Waste has been collected in the manner required by the Contract;
 - ii) All Garbage Containers have been returned to the correct location;
 - iii) Employees are wearing appropriate safety Equipment and otherwise observing all applicable Occupational Health and Safety laws:
 - iv) Collection Vehicles are not speeding and are obeying all traffic laws and otherwise being operated in accordance with Applicable Law;
 - Claims of damage to Garbage Containers and property are settled within two working Days and claims of damage to property resolved on a timeline agreed to by The Designated Municipal Official;
 - vi) The Designated Municipal Official is informed of all incidents, problems, complaints and corrective actions taken; and
 - vii) Non-Collectible Waste Containers are stickered with non-compliance stickers by the collection crews.
- 3.13.12. When the Supervisor observes that the performance of the Work is not being performed in compliance with the Contract and Applicable Law, the Supervisor shall immediately notify the Designated Municipal Official of the non-compliance and the corrective measures that will be taken to remedy the situation.



4. **SUBMISSION REQUIREMENTS**

4.1. PERFORMANCE SECURITY

The successful Respondent will be required to provide a multi-year Performance Bond for Term of the Contract in the amount of fifty percent (50%) of the Respondent's total annual bid price.

Such bond shall be taken out with a Guarantee Surety Company, authorized by law to carry out business in the Province of Ontario and having an office in Ontario. The bond is to be acceptable to the Corporation of the County of Brant.

4.2. PROPOSAL CONTENT

Proponents should ensure their proposal submission follow the sequence of the items listed below in Table 1. Emphasis should be on completeness and clarity of content. In general, proposals should address the proponent's capabilities for satisfying the County of Brant requirements, as described in the Scope of Work.

All Submissions must be submitted in sealed packages, clearly marked as to contents.

Envelope 1 shall include the following.

- Original copy of the proposal submittal form (Schedule A);
- Proponent's applicable proposed details as they relate to the Work described in this RFP and the credentials outlined in Table 1 below; and
- Proponent's applicable proposal details.

Envelope 2 includes the cost proposal submission and shall include the following.

- Copy of the Proposal Form (Schedule A);
- Agreement to Bond (Schedule B); and
- Schedule of Fees (Schedule C).

Proponents are asked to include a **cover letter** that identifies all materials and enclosures being submitted in response to the RFP and is signed by a person who is authorized to commit the proponent to perform the Work.



Table 1: Company Capabilities and Credentials

| Item | Category | Evaluation Criteria Weig Valu | | |
|------|--------------------|---|-----------|--|
| 1. | ECA | Provide MOECC approval for the waste collection fleet and/or MRF as applicable | Pass/fail | |
| 2. | CVOR | Provide CVOR abstract. Must meet a minimum rating of satisfactory - unaudited | Pass/fail | |
| 3. | Company Profile | Provide information about the proponent, including, but not limited to the following. a) company details, officers, size, number of employees, office locations; b) number of years of Waste collection experience; and c) evidence of the proponent's financial capacity. Indicate if elements of the Work will be provided by subcontractors and, if so, provide company details for proposed subcontractors. | 8 | |
| 4. | Experience | | | |



| Item | Category | Evaluation Criteria | Weight Value |
|------|-------------------|--|-----------------|
| 5. | Proposed Staff | a) Identify the senior person who will be responsible to liaise with the Municipality (this should not be a supervisor). | 10 |
| | | b) Provide information about your process for screening employees for criminal convictions. | |
| | | c) Describe the proposed management team and provide an organization chart, detailing the principals and key staff identified below who will be involved in the performance of this Contract and identifying the number of staff that will work on the Contract and their roles and duties. The team should include, but not necessarily be limited to, the following staff. | |
| | | (i) Senior Executive Staff Name(s) Experience/Professional Qualifications/Designations Responsibilities | |
| | | (ii) Contract Manager/Supervisor Name(s) Experience/Professional Qualifications/Designations Responsibilities | |
| | | (iii) Designated Fleet Manager(s) & Route Supervisor(s) &/or MRF Staff • Name(s) • Experience/Professional Qualifications/Designations • Responsibilities | |
| | | (iv) Contract Administrative Staff (not Customer Service) • Number of staff and Responsibilities | |
| | | (v) Collection Service Staff Approximate total number of staff, number of full-time employees, number of temporary employees, number of collection vehicle operators (drivers), number of collection staff (throwers) | |
| | | (vi) Customer Service Staff Number of staff and Responsibilities Outline of Training provided | |
| | | d) MRF staff Approximate total number of staff, number of full-time employees, and number of temporary employees. | |
| | | e) Elaborate on all current labour Contracts in place and their expiration dates. | |



| Item | Category | Evaluation Criteria | |
|------|--|---|---|
| 6. | Health and Provide your company's Health and Safety Policy. Safety Plan | | 5 |
| | | a) Describe your plan to ensure that your company and its staff will perform the Work in a safe manner to themselves and the public. | |
| | | b) 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. | |
| | | c) Describe any orders/charges/violations to your company by the Ministry of Environment and Climate Change over the past five (5) years. | |
| 7. | Training Plan | Describe the ongoing staff training program for customer service staff, supervisors, drivers/collection crew, processing crew, etc. and outline the procedures for staff hiring/training procedures for Contract start-up and implementation. | 5 |



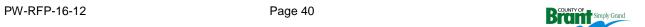
| Item | Category | Evaluation Criteria | Weight Value |
|------|---|---|-----------------|
| 8. | Recycling Material Processing/ Marketing | The Proponent shall describe in sufficient detail the following A description of how the Proponent will accommodate the addition of optional material if the County elects to add them as Recyclable Materials. A description of how the Collection Vehicles will be received, unloaded and generally handled while at the MRF, and/or transfer station Any protocols for interaction between transfer vehicle staff and MRF/Transfer Station staff. Description (or attachment) of MRF or transfer station Health and Safety and other Standard Operating Procedures (SOPs) to be adhered to by the County (during site visits, audits) and the transfer vehicle staff. Information on how the Proponent will address and manage any daily delays in the delivery of Recyclable Materials to the Proponent's MRF or transfer station as the result of factors either within the transfer vehicles control or otherwise (e.g. snow, ice storm). A description of how the County's Recyclable Materials will be inspected by MRF or transfer station staff to verify its quality is acceptable and the protocols for handling load contamination. A description of the Proponent's load rejection procedure. Describe typical storage times for Recyclable Materials prior to processing. If a transfer station is utilized described how materials will be stored and the anticipated length of time prior to shipment to the MRF. Facility(ies) general description, including Equipment utilized, material flow and staffing (diagram or schematic of facility(ies) can be submitted). Describe the quality assurance/quality control plan utilized to ensure the highest level of Recyclable Material recovery and lowest level of Residue generated from the MRF. Describe how each separated material is handled prior to shipment to end market; baled, loose, compacted to trailer, other; storage indoors, outdoors. Details on | 14 |



| Item | Category | Evaluation Criteria | Weight Value |
|---------------|----------|---|-----------------|
| 9. Facilities | | List the locations and details of each of the following facilities that are applicable to the proponent's proposal, such as. • Administrative Office(s) • Yard for storage of fleet • Vehicle maintenance facility • Transfer station/or Material Recovery Facility (MRF) | 5 |
| | | Address the sustainability of the proposed facilities, travel/response time for vehicle maintenance and contingency plans to address collection delays and response times. | |



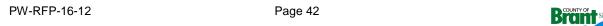
| Item | Category | Evaluation Criteria | Weight Value |
|------|------------------------------|--|-----------------|
| 10. | Vehicles and Equipment | a) Provide the following information regarding your fleet. (i) Approximate total number of Primary Collection Vehicles. Indicate the model year, type of Collection Vehicles and their intended use. (ii) Approximate total number of spare Collection Vehicles to be available to carry out the Work. Indicate the model year and age of each spare collection vehicle as of the start of the Work. (iii) Number of other vehicles to be used to carry out the Work (such as pick-up trucks for route supervisors); list and describe any other Equipment to be used to carry out the Work. (iv) Capacity of Collection Vehicles for each service (expressed in cubic yards and cubic metres) and the approximate material density taking into account compaction, if compaction vehicles are to be used. (v) Explain how your Collection Vehicles are suitable for the winter climate. (b) Elaborate on your proposed fleet maintenance plan. (c) Provide supporting rationale/calculations to validate the number/type of vehicles proposed, and calculations to support management of seasonable tonnage increases and population growth over the Term of the Contract. (d) If applicable, describe any automated method you propose to use to unload Waste Containers into the vehicle. (e) Explain your AVL system and indicate whether or not it is able to accommodate the requirements set out in Schedule E. (f) Describe MRF Equipment, processing details, and residual rates and management, and marketing details. | 10 |



| Item | Category | Evaluation Criteria | Weight Value |
|------|---|--|-----------------|
| 11. | Transition and Start-up Plan | (a) Provide an outline of intended communications, Equipment purchases (proposed vehicles), staffing hiring schedule, staff training schedules, facility siting if required and other implementation plans to ensure a smooth transition to your provision of the Work. (b) Provide a schedule showing dates for each task from award (approximately March 28, 2017 to full implementation by November 1, 2017 of the Work under the Contract. (c) Provide a proposed operating plan describing how your company will provide the Work and, in particular, include a description of the following. (i) Customer Service; and (ii) Solid Waste Collection, Transportation and Disposal, including the following • A description of how service will be provided, estimated number of routes, estimated number of trucks per routes, estimated number of trucks for each zone and estimated number of stops; and • High level proposed route maps based on the collection schedule. (d) Provide examples of current operational reports submitted to clients. | 5 |
| 12. | Quality Control, Quality Assurance Plan | Describe the procedures and actions that your company will establish to ensure that Collectible Waste is collected on time and or processed effectively and efficiently. Non-Collectible Waste is left and tagged as directed, timely notification to the Designated Municipal Official of issues, consistency of proper placement of Waste Containers, ongoing communication to staff to ensure the Municipal service levels and program reliability is not jeopardized. Recyclable Material is processed and marketed effectively. | 6 |



| Item | Category | Evaluation Criteria | Weight Value |
|------|---------------------|---|-----------------|
| 13. | Customer Service | Demonstration of Contractor's customer service policies and practices as follows. a) Explain your inclement weather plan to handle unexpected increases in call volumes and associated collection/processing delays; b) Describe the communication procedures your company will follow to address issues or complaints received from the Municipality and/or direct complaints received from a resident or business. Include a description of tracking/recording/follow up procedures and how this will be communicated to the Designated Municipal Official. For example: Please discuss the communication flow of an issue received by your recyclables collection driver, and also an issue received by your customer service centre; c) Describe your proposed plan for handling enquiries outside of Operating Hours; and d) Outline training provided to Customer Service staff (e.g. dealing with difficult people, contact specification, GPS training, etc.). | 12 |
| 14. | Innovation | Proponents should explain any proposed recommendations for innovation or alternative services that will either reduce costs or otherwise benefit the Municipality. For example: Proponents may submit innovative suggestions which may reduce the costs submitted by the proponent, provide increased level of service to the Municipality at no additional cost, or increase the diversion of Waste. This may include alternatives to the Work outlined in this RFP such as schedule changes, and/or service delivery changes. Proponents should clearly explain how the proposed innovation will benefit the Municipality. Explain how any innovation savings made during the Term of the Contract will be shared with the Municipality. NOTE: Any innovation proposed in this section will be considered by the Municipality and may not necessarily be implemented. At this stage, the information provided in this section should be descriptive based only and should not include any financial analysis. After the selection of the top-ranked proponent, the Municipality may ask the top-ranked proponent to provide a detailed financial analysis of the proposed innovation. Explain how any innovation savings made during the Term of the Contract will be shared with the Municipality. | 2 |



| Item | Category | Evaluation Criteria | Weight Value |
|------|---------------------------------|--|-----------------|
| 15. | Environmental Sustainability | Proponents should explain any initiatives which support environmental sustainability that the proponent will incorporate during the performance of the Work. For example: green fleet initiatives or the use of alternative fuel. NOTE: The Contractor will be expected to implement all initiatives described in this section. Any cost associated with the environmental sustainability initiatives described in this section shall be deemed to be included in the Proponent's unit prices. | 3 |

4.3. PROPOSAL SUBMITTAL FORM

Proponents shall complete the Proposal Submittal Form (see Schedule "A") complete with required signature, and attach at the front of their bid document.

4.4. REQUIRED NUMBER OF COPIES

All proposals must include:

Envelope # 1 - 4 (four) bound paper copies and electronic copy (PDF file) on USB Stick

Envelope # 2 - 1 (one) paper copy of the cost proposal submission and electronic copy (PDF file) on USB Stick

In the event of a discrepancy between the electronic and paper copies, the paper copies will be taken as authoritative.

4.5. EVALUATION CRITERIA

The evaluation process will be based on the technical proposal (envelope 1) first, with the cost proposal (envelope 2), opened after. Only submissions achieving a minimum score of 70 of 100 on their technical proposal will have the cost proposal opened. The ranking of proponents for each option package will be based on the total score calculated by adding the Pricing Score to the Rated Technical Score based on a weighting of 40% for the Rated Technical Score and 60% for the Pricing Score. Total Score= (Rated Technical Score x 40%) + (Pricing Score x 60%).

It is the intent of the County of Brant that these criteria be used in evaluating the proposals received. However, the County of Brant and/or their assigned agent(s) shall be the sole judges as to the evaluation of proposals received. No correspondence shall be entered into regarding the evaluation of any proposal or its comparison to other proposals received. The County of Brant also reserves the right to alter or adjust the evaluation criteria should it be deemed necessary.



SEALED TECHNICAL PROPOSAL ENVELOPE 1

PROPOSAL FOR PW-RFP-16-12
REQUEST FOR PROPOSAL FOR
SOLID WASTE COLLECTION AND
RECYCLING PROCESSING SERVICES

ATTENTION:

Clerk's Department County of Brant 26 Park Avenue P.O. Box 160 Burford, ON NOE 1A0

Submitted By:_____

SEALED COST PROPOSAL ENVELOPE 2

PROPOSAL FOR PW-RFP-16-12
REQUEST FOR PROPOSAL FOR
SOLID WASTE COLLECTION AND
RECYCLING PROCESSING SERVICES

ATTENTION:

Clerk's Department County of Brant 26 Park Avenue P.O. Box 160 Burford, ON NOE 1A0

Submitted By:

SCHEDULE "A" TECHNICAL PROPOSAL SUBMITTAL FORM

Request for Proposal PW-RFP-16-12

CLOSING DEADLINE: 1:00 P.M. (local time) on January 27, 2017

Request for Proposal for Solid Waste Collection and Recycling Processing Services

| Check the box(s) next to submission: | all the service(s) that ap | ply to the Proponent's bid |
|--|--|---|
| ☐ Collection Services | | |
| ☐ Processing and Marke | ting Services | |
| | | |
| Submitted By: | | (Company Name) |
| | | (Contact Name) |
| PROVISION OF THE GOOD | D, HEREBY SUBMIT THIS DS AND/OR SERVICES AS I DOCUMENT FOR THE ABOV | DESCRIBED WITHIN THE |
| COMPREHENSIVE KNOW SUBMITTED ALL RELEVAN THOSE GOODS AND/OR SE | T DATA. I/WE AGREE, IF RIVICES TO THE COUNTY IN SPECIFICATIONS CONTAIN | REMENTS AND HAVE SELECTED, TO PROVIDE ACCORDANCE WITH THE |
| PROPOSAL SUBMISSION | | |
| | be irrevocable and open fo of 90 Days following the date | |
| following Addenda and here | have thoroughly reviewed this by accepts and agrees to all d fully for all requirements in the | provisions and conditions |
| Addendum No | Dated: | |
| Addendum No | Dated: | |
| Addendum No | Dated: | |
| LIST OF SUPPLIERS AND S | UB-CONTRACTORS | |
| Contractors that will be require | t the following is a complete ed in the performance of the total will be permitted without the a | Work and that no additions, |
| Supplier and/or Subcontractor | Address | Trade |

Request for Proposal PW-RFP-16-12

HARMONIZED SALES (H.S.T) TAX INFORMATION

Please provide in the space below your H.S.T. Registration Number. Please note that all invoices provided to the Agency must show the H.S.T. Registration Number and show this tax on a separate line.

| H.S.T. number | | | | |
|---|--------|----------|---|--|
| PRICING | | | | |
| The total price in legal currency of Canada must be enclosed and sealed in a separate COST PROPOSAL ENVELOPE (Envelope 2) and included with your submission in order for your bid submission to be considered. | | | | |
| This Vendor Submission is made entirely in accordance with the Document. By your signature hereunder, it is deemed that you have read and agreed to all Terms and conditions in the same manner as had such Terms and conditions appeared above your signature, and that you have the authority to bind the vendor. | | | | |
| VENDOR NAME AND AD | DRESS: | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| TELEPHONE NUMBER: | | | FAX NUMBER: | |
| Dated at | this | day of _ | , 2017. | |
| Signature | | | | |
| Witness | | | | |
| Note: | | | | |
| | | | ny Corporation, it must be signed in the authority to bind the corporation. | |

If the Proposal is submitted by or on behalf of any Partnership, it must be signed in the name by someone who has authority to bind the partnership and witnessed.

If the Proposal is not being submitted on behalf of a Corporation, the Bidder's signature must be witnessed.



SCHEDULE "B" AGREEMENT TO BOND



AGREEMENT TO BOND

SOLID WASTE COLLECTION AND RECYCLING PROCESSING SERVICES

PW-RFP-16-12

| WE | |
|----------------------------------|--|
| hereby agree | to become bound as surety for |
| | |
| NAME OF CC | NTRACTOR |
| Proposal Price and due perfo | ar Performance Bond totalling Fifty Percent (50%) of the Total Annual e and conforming to the Instruments of Contract attached hereto, for the full armance of the works shown as described herein, if this Proposal is accepted bality of the County of Brant, for a period of 7 years. |
| application for ten (10) Days | on of this Agreement that if the above mentioned Proposal is approved, the above mentioned Bonds must be completed with the undersigned within of the notice of acceptance of the Proposal related thereto, otherwise this hall be null and void. |
| DATED this _ | day of, 2017 |
| | Name of Bonding Company |
| BY: | |
| | Signature of Authorized Person Signing for Company (Company Seal) |
| | Position |

SCHEDULE "C" COST PROPOSAL SUBMITTAL FORMS

SCHEDULE "C" COST PROPOSAL SUBMITTAL FORMS (ENCLOSE IN ENVELOPE 2)

| Request for Proposal PW-R | IFF-10-12 | | | |
|---|--|--|--|--|
| CLOSING DEADLINE: | 1:00 P.M. (local time) on January 27, 2017 | | | |
| Project Description: | Solid Waste Collection and Recycling Processing Services | | | |
| Check the box(s) next to submission: ☐ Collection Services | all the service(s) that apply to the Proponent's bid | | | |
| □ Processing and Market | eting Services | | | |
| Submitted By: | (Company Name) | | | |

Proponents are to provide unit prices for the services listed in the cost proposal submittal forms for a period of seven (7) years. Proponents may bid on either collection services, or processing and marketing services, and/or both services. Proponents must identify in their proposal whether their MRF is configured to manage and process Recyclable Material collected as a Single Stream or Two Stream (separate Container and fibre streams). The Proponent may recreate the pricing schedules on the following pages provided they maintain the same format.

Proponents can bid one or more of the following groups of cost proposal submittal forms:

<u>Group 1</u>, if Proponents submit a financial proposal for Group 1 they must provide pricing for each of the cost proposal submittal forms below for **collection**, **transfer**, **processing and marketing**:

1, 1a, 1b, 1c, (1d is optional)

Deguard for Droposal DW DED 46 43

- 4, 4a, 4b, 4c, 4d, (4e is optional)
- 5, 5a, 5b, 5c, 5d, (5e is optional)

6

<u>Group 2</u>, if Proponents submit a financial proposal for Group 2 they must provide pricing for each of the cost proposal submittal forms below for **collection and transfer only**:

2, 2a, 2b, 2c, 2d, 2c, 2d, 2e, 2f, 2g, 2h, 2i, (2j is optional)

6

SCHEDULE "C" COST PROPOSAL SUBMITTAL FORMS (ENCLOSE IN ENVELOPE 2)

<u>Group 3</u>, if Proponents submit a financial proposal for Group 3 they must provide pricing for each of the cost proposal submittal forms below for **Recyclable Material processing and marketing only**:

3, (3a is optional)

Proponents may provide unsolicited proposals for service levels not specified in this section however, the Municipality 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 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". The tonnage shown in the "Estimated Tonnes" column are for evaluation purposes only and the County of Brant does not verify or approve their accuracy. It is the Proponents responsibility to determine the amount of Collectible Waste required to be managed, and the resources required for this RFP in regard to their pricing.

Based on the result of the evaluation process, the County of Brant will award either one Contract to a successful Proponent for the combined collection and processing services, or two separate Contracts to more than one Proponent to provide separate services for collection of Collectible Waste, and the processing and marketing of Recyclable Material.

Cost proposal submittal form 1

Collection of Garbage, Recyclable Material, and Leaves and the processing and marketing of Recyclable Material where the Contractor retains **100%** of the Recyclable Material revenue.

The Proponent will indicate whether their proposed recycling system for cost proposal submittal form 1 is a Single Stream or Two Stream system:

| Single Stream Recycling System |
|--------------------------------|
| Two Stream Recycling System |

| Service | Collection Frequency | Estimated Tonnes (a) | Unit Price (7 Year Contract) (b) | Total Estimated Annual Price (a x b) |
|---|---|----------------------------|--|--------------------------------------|
| Garbage | Weekly | 7668 tonnes | \$/tonne | \$ |
| Collection, processing, marketing of Recyclable Material | Every other week | 2138 tonnes | \$/tonne | \$ |
| Leaf Waste | Three collections in the fall, urban areas only | 225 tonnes | \$/tonne | \$ |
| Christmas trees | Two collections in January | 25 Tonnes | \$/tonne | \$ |
| | sal submittal fo ice (excluding l | \$ | | |

Cost proposal submittal form 1a

Recyclable Material - Proponents must state in the table below the unit price per tonne to collect, process, and market Recyclable Material for the collection frequency and revenue share identified in cost proposal submittal form 1a below. The unit price in cost proposal submittal form 1a will replace the unit price in the cost proposal submittal form 1 for the collection, processing and marketing of Recyclable Material, if the County of Brant choses to implement this option.

| Cost proposal submittal form 1a | | | | | |
|--|-------------------------|--|--|--|--|
| Service | Collection Frequency | Unit Price (7 Year Contract) (b) | | | |
| Collection, processing, and marketing of Recyclable Material where the Contractor retains 100% of the material revenue | Weekly | \$/tonne | | | |
| Collection, processing, and marketing of Recyclable Material where the | Every other week | \$/tonne | | | |
| Contractor shares 50% of the material revenue with the Municipality. | Weekly | \$/tonne | | | |

Cost proposal submittal form 1b

Yard Waste - Proponents must state in the table below the unit price per tonne to collect and dispose of Yard Waste. The unit price in cost proposal submittal form 1b will replace the unit price in the cost proposal submittal form 1 for the collection and disposal of leaf waste, if the County of Brant choses to implement this option.

| Cost proposal submittal form 1b | | | | | | |
|--|--|---|----------------------------|---|--|--|
| Service | Collection Frequency | Collection area | Estimated Tonnes (a) | Unit Price (7 Year Contract) (b) | Total Estimated Annual Price (a x b) | |
| Yard Waste collection and disposal (to replace the County's current leaf waste collection program) | Three collections for each spring, summer, and fall season | County wide | 850 tonnes | \$/tonne | \$ | |
| Yard Waste collection and disposal (to replace the County's current leaf waste collection program) | Three collections for each spring, summer, and fall season | Urban areas only (see Schedule D) | 510 tonnes | \$/tonne | \$ | |

Cost proposal submittal form 1c

Rural One Side Collection - Proponents must state in the cost proposal submittal form 1c below one of three price adjustment options, to provide collection of Collectible Waste on one side only for eligible rural roads:

- i) A percentage (%) reduction in the cost proposal submittal form unit prices (entered as a negative percentage);
- ii) No decrease or increase which should be entered as zero (0); or
- iii) A percentage (%) increase in the cost proposal submittal forms unit prices.

The percentage identified in cost proposal submittal form 1c will be used to adjust the unit prices in the cost proposal submittal forms 1, 1a, and 1b (County Wide) if the County of Brant choses to implement this option.

| Cost proposal submittal form 1c | Percentage increase or decrease |
|--|---------------------------------|
| Collection from one side of designated rural | % |
| roads | |

Cost proposal submittal form 1d (Optional)

Plastic Film and Expanded Polystyrene (EPS) – If the Proponent's MRF has the capability of processing and marketing plastic film and EPS, Proponents have the option to submit in the table below one of three price adjustment options, to add plastic film and expanded polystyrene (EPS) to the Recyclable Material stream:

- i) A percentage (%) reduction in the unit price (entered as a negative percentage);
- ii) No decrease or increase which should be entered as zero (0); or
- iii) A percentage (%) increase in the cost proposal submittal forms unit price.

The percentage identified in proposal price form 1d will be used to adjust the unit price for the collection, processing and marketing of Recyclable Material in cost proposal submittal forms 1, and 1a, if the County of Brant choses to implement this option.

| Cost proposal submittal form 1d | Percentage increase or decrease |
|---|---------------------------------|
| Addition of plastic film and EPS to the | 0/ |
| Recyclable Material stream | |

Cost proposal submittal form 2

Collection and transportation services only. The Contractor will <u>not</u> process and market the Recyclable Material. The Contractor will collect and transport Single Stream Recyclable Material to a third party MRF within 50 kilometres of the Town of Paris settlement boundary.

| Service | Collection Frequency | Estimate d Tonnes (a) | Unit Price (7 Year Contract) (b) | Total Estimated Annual Price (a x b) |
|--|---|-----------------------------|--|--|
| Garbage | Weekly | 7668 tonnes | \$/tonne | \$ |
| Recyclable Material (collection and transfer only) | Every other week (Single Stream) | 2138 tonnes | \$/tonne | \$ |
| Leaf Waste | Three collections in the fall, urban areas only | 225 tonnes | \$/tonne | \$ |
| Christmas trees | Two collections in January | 25 Tonnes | \$/tonne | \$ |
| | sal submittal fo ice (excluding | \$ | | |

Cost proposal submittal form 2a

Recyclable Material - Proponents must state in the table below the per tonne unit price to collect Recyclable Material at the collection frequency stated blow and transfer the Recyclable Material to a third party MRF. The unit price in table 2a will replace the unit price in the cost proposal submittal form 2 for the collection and transfer of Recyclable Material, if the County of Brant choses to implement this option.

| Cost proposal submittal form 2a | | | | | | |
|---|--------------------------------------|--|--|--|--|--|
| Service | Collection Frequency | Unit Price (7 Year Contract) (b) | | | | |
| Collect and transfer Recyclable Material to a | Every other week Two Stream | \$/tonne | | | | |
| third party MRF within 50 kilometres from the Town of Paris settlement boundary | Weekly Single Stream | \$/tonne | | | | |
| | Weekly Two Stream | \$/tonne | | | | |
| Collect and transfer Recyclable Material to a | Every other week Single Stream | \$/tonne | | | | |
| third party MRF greater than 50 kilometres but less than 100 kilometres | Every other week Two Stream | \$/tonne | | | | |
| away from the Town of Paris settlement | Weekly Single Stream | \$/tonne | | | | |
| boundary | Weekly Two Stream | \$/tonne | | | | |

Cost proposal submittal form 2b

Includes collection of SSO. The Contractor will <u>not</u> process and market the Recyclable Material. The Contractor will collect and transport **Single Stream** Recyclable Material to a third party MRF **within 50 kilometres** of the Town of Paris settlement boundary.

| Service | Collection Frequency | Estimated Tonnes (a) | Unit Price (7 Year Contract) (b) | Total Estimated Annual Price (a x b) |
|---|---|----------------------------|--|--|
| Garbage | Every other week Urban Areas identified in Schedule D, Weekly Rural Areas, 2 times a week in downtown Paris and weekly in other downtown areas identified in Schedule D | 6700 tonnes | \$/tonne | \$ |
| Collect and transfer Recyclable Material to a third party MRF within 50 kilometres from the Town of Paris settlement boundary | Weekly Single Stream | 2205 tonnes | \$/tonne | \$ |
| Source Separated Organics | Weekly (urban areas only, identified in Schedule D) | 900 tonnes | \$/tonne | \$ |
| Leaf Waste | Three collections in the fall, urban areas only | 225 tonnes | \$/tonne | \$ |
| Christmas trees | Two collections in January | 25 Tonnes | \$/tonne | \$ |
| | al submittal form ce (excluding HS | | | \$ |

Cost proposal submittal form 2c

Includes collection of SSO. The Contractor will <u>not</u> process and market the Recyclable Material. The Contractor will collect and transport **Two Stream** Recyclable Material to a third party MRF **within 50 kilometres** of the Town of Paris settlement boundary.

| Service | Collection Frequency | Estimated Tonnes (a) | Unit Price (7 Year Contract) (b) | Total Estimated Annual Price (a x b) |
|---|---|----------------------------|--|--|
| Garbage | Every other week Urban Areas identified in Schedule D, Weekly Rural Areas, 2 times a week in downtown Paris and weekly in other downtown areas identified in Schedule D | 6700 tonnes | \$/tonne | \$ |
| Collect and transfer Recyclable Material to a third party MRF within 50 kilometres from the Town of Paris settlement boundary | Weekly Two Stream | 2205 tonnes | \$/tonne | \$ |
| Source Separated Organics | Weekly (urban areas only, identified in Schedule D) | 900 tonnes | \$/tonne | \$ |
| Leaf Waste | Three collections in the fall, urban areas only | 225 tonnes | \$/tonne | \$ |
| Christmas trees | Two collections in January | 25 Tonnes | \$/tonne | \$ |
| | al submittal form ce (excluding HS | | | \$ |

Cost proposal submittal form 2d

Includes collection of SSO. The Contractor will <u>not</u> process and market the Recyclable Material. The Contractor will collect and transport **Single Stream** Recyclable Material to a third party MRF **greater than 50 kilometres but less than 100 kilometres** away from the Town of Paris settlement boundary.

| Service | Collection Frequency | Estimated Tonnes (a) | Unit Price (7 Year Contract) (b) | Total Estimated Annual Price (a x b) |
|---|---|----------------------------|--|--|
| Garbage | Weekly | 6700 tonnes | \$/tonne | \$ |
| Collect and transfer Recyclable Material to a third party MRF greater than 50 kilometres but less than 100 kilometres away from the Town of Paris settlement boundary | Weekly Single Stream | 2205 tonnes | \$/tonne | \$ |
| Source Separated Organics | Weekly Urban areas only (see Schedule D) | 900 tonnes | \$/tonne | \$ |
| Leaf Waste | Three collections in the fall, urban areas only, see Schedule D | 225 tonnes | \$/tonne | \$ |
| Christmas trees | Two collections in January | 25 Tonnes | \$/tonne | \$ |
| | al submittal form ce (excluding HS | | | \$ |

Cost proposal submittal form 2e

Includes collection of SSO. The Contractor will <u>not</u> process and market the Recyclable Material. The Contractor will collect and transport **Two Stream** Recyclable Material to a third party MRF **greater than 50 kilometres but less than 100 kilometres away** from the Town of Paris settlement boundary.

| Service | Collection Frequency | Estimated Tonnes (a) | Unit Price (7 Year Contract) (b) | Total Estimated Annual Price (a x b) |
|---|--|----------------------------|--|--|
| Garbage | Weekly | 6700 tonnes | \$/tonne | \$ |
| Collect and transfer Recyclable Material to a third party MRF greater than 50 kilometres but less than 100 kilometres away from the Town of Paris settlement boundary | Weekly Two Stream | 2205 tonnes | \$/tonne | \$ |
| Source Separated Organics | Weekly Urban areas only (see Schedule D) | 900 tonnes | \$/tonne | \$ |
| Leaf Waste | Three collections in the fall, urban areas only, see Schedule D | 225 tonnes | \$/tonne | \$ |
| Christmas trees | Two collections in January | 25 Tonnes | \$/tonne | \$ |
| | al submittal form se (excluding HS | | | \$ |

Cost proposal submittal form 2f

County Wide SSO and Every Other Week Garbage - Proponents must state in the cost proposal submittal form 2f below the unit prices per tonne to collect SSO weekly and provide every other week Garbage collection for all residential and Institution and commercial locations, which are on existing residential routes. The unit price in cost proposal submittal form 2f will replace the unit price in the cost proposal submittal form 2b, 2c for the collection and transfer of SSO and Garbage, if the County of Brant choses to implement this option

| Cost proposal submittal form 2f | | | | | | | |
|---------------------------------|-------------------------|-----------------|----------------------------|--|--|--|--|
| Service | Collection Frequency | Collection area | Estimated Tonnes (a) | Unit Price (7 Year Contract) (b) | Total Estimated Annual Price (a x b) | | |
| Source Separated Organics | Weekly | County wide | 1400 tonnes | \$/tonne | \$ | | |
| Garbage | Every Other Week | County wide | 6200 tonnes | \$/tonne | \$ | | |

Cost proposal submittal form 2g

County Wide SSO and Weekly Garbage - Proponents must state in the cost proposal submittal form 2g below the unit prices per tonne to collect SSO weekly and provide every weekly Garbage collection for all residential and Institution and commercial locations, which are on existing residential routes. The unit price in cost proposal submittal form 2g will replace the unit price in the cost proposal submittal form 2d, 2e for the collection and transfer of SSO and Garbage, if the County of Brant choses to implement this option

| Cost proposal submittal form 2g | | | | | | | |
|---------------------------------|-------------------------|-----------------|----------------------------|--|--|--|--|
| Service | Collection Frequency | Collection area | Estimated Tonnes (a) | Unit Price (7 Year Contract) (b) | Total Estimated Annual Price (a x b) | | |
| Source Separated Organics | Weekly | County wide | 1400 tonnes | \$/tonne | \$ | | |
| Garbage | Weekly | County wide | 6200 tonnes | \$/tonne | \$ | | |

Cost proposal submittal form 2h

Yard Waste - Proponents must state in cost proposal submittal form 2h below the unit price per tonne to collect and dispose Yard Waste. The unit price in cost proposal submittal form 2h will replace the unit price in cost proposal submittal forms 2, 2b, 2c, 2d, and 2e for the collection and disposal of leaf waste, if the County of Brant choses to implement this option.

| Service | Collection Frequency | Collection area | Estimated Tonnes (a) | Unit Price (7 Year Contract) (b) | Total Estimated Annual Price (a x b) |
|---|--|---|----------------------------|---|--|
| Yard Waste collection and disposal (to | Three collections for each spring, summer, and fall season | County wide | 850 tonnes | \$/tonne | \$ |
| replace the County's current leaf waste collection program) | Three collections for each spring, summer, and fall season | Urban areas only (see Schedule D) | 510 tonnes | \$/tonne | \$ |

Cost proposal submittal form 2i

Rural One Side Collection - Proponents must state in the cost proposal submittal form 2h below one of three price adjustment options, to provide collection on one side only for the rural roads:

- i) A percentage (%) reduction in the unit prices (entered as a negative percentage);
- ii) No decrease or increase which should be entered as zero (0); or
- iii) A percentage (%) increase in the unit prices.

The percentage identified in cost proposal submittal form 2i will be used to adjust the unit prices for Garbage, Recyclable Material, and Christmas Trees in the cost proposal submittal forms 2, 2a, 2b, 2c, 2d, 2e, and 2f, 2g, 2h (County wide programs), for Garbage, SSO, and County wide Yard Waste collection, if the County of Brant choses to implement this option.

| Cost proposal submittal form 2i | Percentage increase or decrease | | |
|---|---------------------------------|--|--|
| Collection from one side of rural roads | % | | |

Cost proposal submittal form 2j (Optional)

Plastic Film and Expanded Polystyrene (EPS) - If the Proponent's MRF has the capability of processing and marketing plastic film and EPS, Proponents have the option to submit in cost proposal submittal form below one of three price adjustment options, to add plastic film and expanded polystyrene (EPS) to the Recyclable Material stream:

- i) A percentage (%) reduction in the unit price (entered as a negative percentage);
- ii) No decrease or increase which should be entered as zero (0); or
- iii) A percentage (%) increase in the unit price.

The percentage identified in cost proposal submittal form 2j will be used to adjust the unit price for the collection and transfer of Recyclable Material in cost proposal submittal forms 2, 2a, 2b, 2c, 2d, and 2e, if the County of Brant choses to implement this option.

| Cost proposal submittal form 2j | Percentage increase or decrease |
|---|---------------------------------|
| Addition of plastic film and EPS to the | 0/ |
| Recyclable Material stream | |

Cost proposal submittal form 3

Processing and Marketing of Recyclable Material only (no collection or transportation). The Proponent will provide prices in the cost proposal submittal form 3 to process and market Recyclable Material where the Contractor retains either 100% of the material revenue or shares 50% of the material revenue with the Municipality. The Proponent will indicate whether their proposed MRF for processing and marketing of Recyclable Material for cost proposal submittal form 3 is configured to accept Recyclable Material in a Single Stream or Two Stream:

| Single Stream Recycling System |
|--------------------------------|
| Two Stream Recycling System |

The Proponent will indicate in their technical submission the location of their MRF and if applicable, their transfer station if one is to be used. The location and distance of the facility where the County of Brant is to deliver its Recyclable Material will be considered as part of the financial evaluation.

| Cost proposal submittal form 3 | | | |
|--|----------------------------|--|--|
| Service | Estimated Tonnes (a) | Unit Price (7 Year Contract) (b) | Total Estimated Annual Price (a x b) |
| Processing and Marketing of Recyclable Material (Contractor retains 100% of Revenue) | 2138 tonnes | \$/tonne | \$ |
| Processing and Marketing of Recyclable Material (Contractor shares 50% of the revenue with the Municipality) | 2138 tonnes | \$/tonne | \$ |

Cost proposal submittal form 3a (Optional)

Plastic Film and Expanded Polystyrene (EPS) - If the Proponent's MRF has the capability of processing and marketing plastic film and EPS, Proponents have the option to submit in cost proposal submittal form below one of three price adjustment options, to add plastic film and expanded polystyrene (EPS) to the Recyclable Material stream:

- i) A percentage (%) reduction in the unit price (entered as a negative percentage);
- ii) No decrease or increase which should be entered as zero (0); or
- iii) A percentage (%) increase in the unit price.

The percentage identified in cost proposal submittal form 3a will be used to adjust the unit price for the processing and marketing of Recyclable Material in cost proposal submittal form 3, if the County of Brant choses to implement this option.

| Cost proposal submittal form 3a | Percentage increase or decrease | |
|--|---------------------------------|--|
| Addition of plastic film and EPS to the Recyclable Material stream | % | |

Cost proposal submittal form 4

Collection of Garbage, Recyclable Material, Source Separated Organic material and leaf waste and the processing, and marketing of Recyclable Material at the collection frequencies identified, where the Contractor retains 100% of the Recyclable Material revenue and Source Separated Organic material is only collected in the urban areas of the Municipality (see Schedule D).

The Proponent will indicate whether their recycling system proposed for cost proposal submittal form 4 is a Single Stream or Two Stream system:

| Single Stream Recycling System |
|--------------------------------|
| Two Stream Recycling System |

| Service | Collection Frequency | Estimated Tonnes (a) | Unit Price (7 Year Contract) (b) | Total Estimated Annual Price (a x b) |
|--|---|----------------------------|--|--|
| Garbage | Every other week Urban Areas identified in Schedule D, Weekly Rural Areas, 2 times a week in downtown Paris and weekly in other downtown areas identified in Schedule D | 6700 tonnes | \$/tonne | \$ |
| Collection, processing, marketing of Recyclable Material | Weekly | 2205 tonnes | \$/tonne | \$ |
| Source Separated Organics | Weekly (urban areas only, identified in Schedule D) | 900 tonnes | \$/tonne | \$ |
| Leaf Waste | Three collections in the fall, urban areas only | 225 tonnes | \$/tonne | \$ |
| Christmas trees | Two collections in January | 25 Tonnes | \$/tonne | \$ |
| Cost proposal submittal form 4 Total Bid Price (excluding HST) | | | | \$ |

Cost proposal submittal form 4a

County Wide SSO and Every Other Week Garbage - Proponents must state in the cost proposal submittal form 4a below the unit prices per tonne to collect SSO weekly and provide every other week Garbage collection for all residential and Institution and commercial locations, which are on existing residential routes. The unit price in cost proposal submittal form 4a will replace the unit price in the cost proposal submittal form 4 for the collection and transfer of SSO and Garbage, if the County of Brant choses to implement this option

| Cost proposal submittal form 4a | | | | | |
|--|-------------------------|-----------------|----------------------------|--|--|
| Service | Collection Frequency | Collection area | Estimated Tonnes (a) | Unit Price (7 Year Contract) (b) | Total Estimated Annual Price (a x b) |
| Collect and Transfer SSO | Weekly | County wide | 1400 tonnes | \$/tonne | \$ |
| Collect and Transfer Garbage County | Every Other Week | County wide | 6200 tonnes | \$/tonne | \$ |

Cost proposal submittal form 4b

50% Revenue of Recycling Material Sales - Proponents must identify in the cost proposal submittal form below the unit price per tonne to collect, process, and market Recyclable Material and share 50% of the revenue with the Municipality, from the sale of the material. The unit price in cost proposal submittal form 4b will replace the unit price in cost proposal submittal form 4 for the collection, processing and marketing of Recyclable Material, if the County of Brant choses to implement this option.

| Cost proposal submittal form 4b | | | |
|---|-----------|--|--|
| Collection, processing, and marketing | | | |
| Recyclable Material, where the Contractor | \$ /tonne | | |
| shares 50% of the material revenue with the | φ/torine | | |
| Municipality. | | | |

Cost proposal submittal form 4c

Yard Waste - Proponents must state in the cost proposal submittal form 4c below the unit price per tonne to collect and dispose Yard Waste. The unit price in cost proposal submittal form 4c will replace the unit price in the cost proposal submittal form 4 for the collection and transfer of leaf waste, if the County of Brant choses to implement this option.

| Cost proposal submittal form 4c | | | | | |
|---|--|---|----------------------------|---|--|
| Service | Collection Frequency | Collection area | Estimated Tonnes (a) | Unit Price (7 Year Contract) (b) | Total Estimated Annual Price (a x b) |
| Yard Waste collection and disposal (to replace | Three collections for each spring, summer, and fall season | County wide | 850 tonnes | \$/tonne | \$ |
| the County's current leaf waste collection program) | Three collections for each spring, summer, and fall season | Urban areas only (see Schedule D) | 510 tonnes | \$/tonne | \$ |

Cost proposal submittal form 4d

Rural One Side Collection - Proponents must state in the cost proposal submittal form 4d below one of three options to provide collection on one side only for the rural roads.

- i) A percentage (%) reduction in the unit prices (entered as a negative percentage);
- ii) No decrease or increase which should be entered as zero (0); or
- iii) A percentage (%) increase in the unit prices.

The percentage in cost proposal submittal form 4d will be used to adjust the unit prices for Garbage, Recycling and Christmas Trees in the cost proposal submittal form 4 and 4a, 4b, 4c (County wide programs), if the County of Brant choses to implement this option.

| Cost proposal submittal form 4d | Percentage increase or decrease | |
|--|---------------------------------|--|
| Collection from one side of designated rural | 0/_ | |
| roads | | |

Cost Proposal Form 4e (Optional)

Plastic Film and Expanded Polystyrene (EPS) - If the Proponent's MRF has the capability of processing and marketing plastic film and EPS, Proponents have the option to submit in cost proposal submittal form below one of three price adjustment options, to add plastic film and expanded polystyrene (EPS) to the Recyclable Material stream.

- i) A percentage (%) reduction in the unit price (entered as a negative percentage);
- ii) No decrease or increase which should be entered as zero (0); or
- iii) A percentage (%) increase in the unit price.

The percentage identified in cost proposal submittal form 4e will be used to adjust the unit price for the collection, processing and marketing of Recyclable Material in cost proposal submittal form 4, and 4b, if the County of Brant choses to implement this option.

| Cost proposal submittal form 4e | Percentage increase or decrease |
|---|---------------------------------|
| Addition of plastic film and EPS to the | 0/ |
| Recyclable Material stream | 70 |

Cost proposal submittal form 5

Collection of Garbage, Recyclable Material, Source Separated Organic material and leaf waste and the processing, and marketing of Recyclable Material at the collection frequencies identified, where the Contractor retains 100% of the Recyclable Material revenue and Source Separated Organic material is only collected in the urban areas of the Municipality (see Schedule D).

The Proponent will indicate whether their recycling system proposed for cost proposal submittal form 5 is a Single Stream or Two Stream system:

| Single Stream Recycling System |
|--------------------------------|
| Two Stream Recycling System |

| Service | Collection Frequency | Estimated Tonnes (a) | Unit Price (7 Year Contract) (b) | Total Estimated Annual Price (a x b) |
|--|---|----------------------------|--|--|
| Garbage | Weekly | 6700 tonnes | \$/tonne | \$ |
| Collection, processing, marketing of Recyclable Material | Weekly | 2205 tonnes | \$/tonne | \$ |
| Source Separated Organics | Weekly Urban areas only (see Schedule D) | 900 tonnes | \$/tonne | \$ |
| Leaf Waste | Three collections in the fall, urban areas only, see Schedule D | 225 tonnes | \$/tonne | \$ |
| Christmas trees | Two collections in January | 25 Tonnes | \$/tonne | \$ |
| Cost proposa Total Bid Price | \$ | | | |

Cost proposal submittal form 5a

County Wide SSO and Every Other Week Garbage - Proponents must state in the cost proposal submittal form 5a below the unit prices per tonne to collect SSO weekly and provide every other week Garbage collection for all residential and Institution and commercial locations, which are on existing residential routes. The unit price in cost proposal submittal form 5a will replace the unit price in the cost proposal submittal form 5 for the collection and transfer of SSO and Garbage, if the County of Brant choses to implement this option

| Cost proposal submittal form 5a | | | | | | | |
|--|-------------------------|-----------------|----------------------------|--|--|--|--|
| Service | Collection Frequency | Collection area | Estimated Tonnes (a) | Unit Price (7 Year Contract) (b) | Total Estimated Annual Price (a x b) | | |
| Collect and Transfer SSO | Weekly | County wide | 1400 tonnes | \$/tonne | \$ | | |
| Collect and Transfer Garbage County | Every Other Week | County wide | 6200 tonnes | \$/tonne | \$ | | |

Cost proposal submittal form 5b

50% Revenue of Recycling Material Sales - Proponents must state in the cost proposal submittal form 5b below the unit price per tonne to collect, process, and market Recyclable Material and share 50% of the revenue from the sale of the material with the Municipality. The unit price identified in cost proposal submittal form 5b will replace the unit price in cost proposal submittal form 5 for the collection, processing and marketing of Recyclable Material, if the County of Brant choses to implement this option.

| Cost proposal submittal form 5b | |
|---|----------|
| Collection, processing, and marketing Recyclable Material, where the Contractor shares 50% of the material revenue with the Municipality. | \$/tonne |

SCHEDULE "C" COST PROPOSAL SUBMITTAL FORMS (ENCLOSE IN ENVELOPE 2)

Cost proposal submittal form 5c

Yard Waste - Proponents must state in cost proposal submittal form 5c below the unit price per tonne to collect and transfer Yard Waste. The unit price identified in cost proposal submittal form 5c will replace the unit price in cost proposal submittal form 5 for the collection and transfer of leaf waste, if the County of Brant choses to implement this option.

| Cost proposal submittal form 5c | | | | | | | |
|--|--|---|----------------------------|--|--|--|--|
| Service | Collection Frequency | Collection area | Estimated Tonnes (a) | Unit Price (7 Year Contract) (b) | Total Estimated Annual Price (a x b) | | |
| Yard Waste collection and disposal (to replace the | Three collections for each spring, summer, and fall season | County wide | 850 tonnes | \$/tonne | \$ | | |
| County's current leaf waste collection program) | Three collections for each spring, summer, and fall season | Urban areas only (see Schedule D) | 510 tonnes | \$/tonne | \$ | | |

Cost proposal submittal form 5d

Rural One Side Collection - Proponents must state in cost proposal submittal form 5d below one of three options to provide collection on one side only of the rural roads.

- iv) A percentage (%) reduction in the unit prices (entered as a negative percentage);
- v) No decrease or increase which should be entered as zero (0); or
- vi) A percentage (%) increase in the unit prices.

The percentage in cost proposal submittal form 5d will be used to adjust the unit prices in cost proposal submittal forms 5 (Garbage, Recyclable Material, and Christmas Trees only), 5a, 5b, 5c (County wide programs), if the County of Brant choses to implement this option.

| Cost proposal submittal form 5d | Percentage increase or decrease |
|---|---------------------------------|
| Collection from one side of rural roads | % |

Cost proposal submittal form 5e (Optional)

Plastic Film and Expanded Polystyrene (EPS) - If the Proponent's MRF has the capability of processing and marketing plastic film and EPS, Proponents have the option to submit in cost proposal submittal form below one of three price adjustment options, to add plastic film and expanded polystyrene (EPS) to the Recyclable Material stream:

- i) A percentage (%) reduction in the unit price (entered as a negative percentage);
- ii) No decrease or increase which should be entered as zero (0); or
- iii) A percentage (%) increase in the unit price.

The percentage identified in cost proposal submittal form 5e will be used to adjust the unit price in cost proposal submittal form 5, and 5b, for the collection, processing and marketing of Recyclable Material, if the County of Brant choses to implement this option.

| Cost proposal submittal form 5e | Percentage increase or decrease |
|---|---------------------------------|
| Addition of plastic film and EPS to the | 0/ |
| Recyclable Material stream | 70 |

Cost proposal submittal form 6

Bulk Items Collection and Disposal

Proponents must state in cost proposal submittal form 6 below a unit price per tonne to collect and disposal of Bulk Items. The unit price identified in cost proposal submittal form 6 for the services to collect and transfer Bulk Items may be added to the services identified the applicable cost proposal submittal forms, if the County of Brant choses to implement this option.

| Cost proposal submittal form 6 | | | | | | |
|--|--|----------------------------|--|--|--|--|
| Service | Collection Frequency | Estimated Tonnes (a) | Unit Price (7 Year Contract) (b) | Total Estimated Annual Price (a x b) | | |
| County wide collection and disposal of Bulk Items | One curbside collection event scheduled per year at the request of the County | 500 tonnes | \$/tonne | \$ | | |
| Collection and disposal of Bulk Items to be scheduled on a call in basis | Call in service (two collections per year for eligible properties) | 200 tonnes | \$/tonne | \$ | | |

SCHEDULE "D" County of Brant Waste Management Program Information

County of Brant Residential Growth Forecast

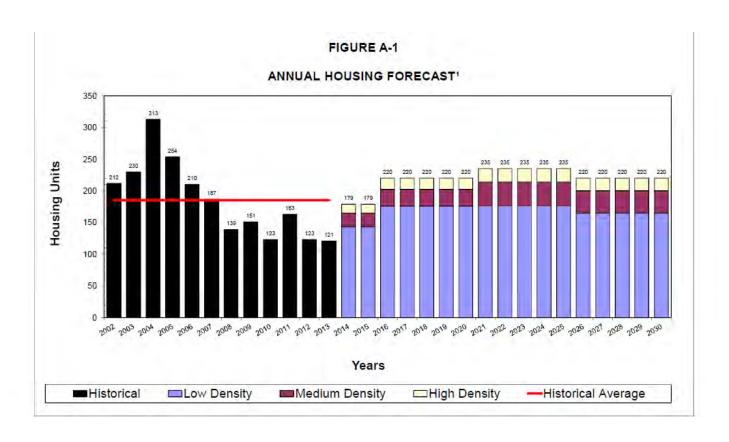
A-1

SCHEDULE 1
BRANT COUNTY
RESIDENTIAL GROWTH FORECAST SUMMARY

| | Population | Population | Housing Units | | | | | |
|---------------------|-------------------------------------|--|--------------------------------|------------------------------------|-------------------------|-------|---------------------|--------------------------|
| Year | (Excluding Census Undercount) | (Including Census Undercount) ¹ | Singles & Semi- Detached | Multiple Dwellings ² | Apartments ³ | Other | Total Households | Person Per Unit (PPU) |
| Mid 2001 | 31,669 | 34,500 | 10,050 | 400 | 575 | 25 | 11,050 | 2.8 |
| Mid 2006 | 34,415 | 37,400 | 11,090 | 570 | 525 | 55 | 12,240 | 2.8 |
| Mid 2011 | 35,638 | 36,800 | 11,640 | 600 | 600 | 95 | 12,935 | 2.70 |
| Mid 2014 | 36,292 | 37,500 | 11,950 | 638 | 659 | 95 | 13,342 | 2.7 |
| Mid 2024 | 41,427 | 42,800 | 13,645 | 926 | 839 | 95 | 15,505 | 2.6 |
| Mid 2031 | 45,460 | 47,000 | 14,823 | 1,177 | 980 | 95 | 17,075 | 2.60 |
| Mid 2001 - Mid 2006 | 2,746 | 2,900 | 1,040 | 170 | -50 | 30 | 1,190 | |
| Mid 2006 - Mid 2011 | 1,223 | -600 | 550 | 30 | 75 | 40 | 695 | |
| Mid 2011 - Mid 2014 | 654 | 700 | 310 | 38 | 59 | 0 | 407 | |
| Mid 2014 - Mid 2024 | 5,135 | 5,300 | 1,695 | 288 | 180 | 0 | 2,163 | |
| Mid 2014 - Mid 2031 | 9,167 | 9,500 | 2,873 | 539 | 321 | 0 | 3,733 | |

Source: Watson & Associates Economists Ltd., 2014.

2. Includes townhomes and apartments in duplexes.



^{1.} Census Undercount estimated at approximately 3.4%. Note: Population Including the Undercount has been rounded.

^{3.} Includes bachelor, 1 bedroom and 2 bedroom+ apartments.

Approximate Number of Eligible Collection Stops

Approximate Eligible Collection Location based on current collection Days (excluding boundary transfer area)

| Monday | 3100 |
|-----------|-------|
| Tuesday | 4800 |
| Wednesday | 2500 |
| Thursday | 2770 |
| Friday | 1700 |
| Total | 14870 |

Urban Area Approximate Collection Locations

| Burford | 730 |
|------------------------|------|
| Cainsville | 110 |
| Cathcart | 60 |
| Glen Morris | 185 |
| Harley | 50 |
| Harrisburg | 80 |
| Mount Pleasant | 340 |
| Oakhill | 330 |
| Oakland | 170 |
| Onondaga | 65 |
| Paris | 4800 |
| Royal Highland Estates | 140 |
| Scotland | 160 |
| St.George | 1250 |
| Total | 8470 |

County of Brant Solid Waste Collection Tonnage

Year 2013

| | Garbage | Blue box | Curbside | Christmas |
|--------|----------|-----------|----------|-----------|
| Month | (Tonnes) | materials | Leaves | Trees |
| Jan | 683.465 | 178.96 | | 14.165 |
| Feb | 500.075 | 133.1 | | |
| Mar | 537.865 | 152.74 | | |
| Apr | 679.605 | 178.72 | | |
| May | 675.54 | 183.95 | | |
| Jun | 592.96 | 163.09 | | |
| Jul | 712.545 | 186.35 | | |
| Aug | 654.12 | 161.01 | | |
| Sep | 649.4 | 165.68 | | |
| Oct | 728.22 | 201.04 | 24.9 | |
| Nov | 602.68 | 164.29 | 136.16 | |
| Dec | 640.92 | 176.7 | | |
| Totals | 7657.395 | 2045.63 | 161.06 | 14.165 |

Year 2014

| Month | Garbage (Tonnes) | Blue box materials | Curbside Leaves | Christmas Trees |
|--------|---------------------|-----------------------|--------------------|--------------------|
| Jan | 637.55 | 174.62 | | 10.85 |
| Feb | 494.7 | 140.73 | | |
| Mar | 554.16 | 156.3 | | |
| Apr | 697.72 | 192.54 | | |
| May | 681.95 | 177.09 | | |
| Jun | 632.78 | 176.88 | | |
| Jul | 708.93 | 181.83 | | |
| Aug | 638.82 | 175.29 | | |
| Sep | 705.85 | 193.21 | | |
| Oct | 688.04 | 186.39 | 48.77 | |
| Nov | 590.55 | 159.88 | 146.06 | |
| Dec | 679.55 | 203.23 | | |
| Totals | 7710.6 | 2117.99 | 194.83 | 10.85 |

Year 2015

| Month | Garbage (Tonnes) | Blue box materials | Curbside Leaves | Christmas Trees |
|--------|---------------------|-----------------------|--------------------|--------------------|
| Jan | 601.41 | 174.233 | | 25.24 |
| Feb | 500.68 | 150 | | |
| Mar | 621.72 | 171.62 | | |
| Apr | 662.03 | 182.91 | | |
| May | 622.49 | 170.63 | | |
| Jun | 682.54 | 195.65 | | |
| Jul | 671.69 | 170.41 | | |
| Aug | 641.93 | 163.87 | | |
| Sep | 681.7 | 197.04 | | |
| Oct | 665.56 | 168.04 | 49.87 | |
| Nov | 636.73 | 184.68 | 174.82 | |
| Dec | 679.23 | 208.58 | | |
| Totals | 7667.71 | 2137.663 | 224.69 | 25.24 |

Year 2016

| Month | Garbage (Tonnes) | Blue box materials | Curbside Leaves | Christmas Trees |
|--------|---------------------|-----------------------|--------------------|--------------------|
| Jan | 578.75 | 179.08 | | 13.6 |
| Feb | 551.38 | 157.42 | | |
| Mar | 632.4 | 186.26 | | |
| Apr | 592.56 | 173.22 | | |
| May | 680.89 | 185.25 | | |
| Jun | 638.14 | 175.76 | | |
| Jul | 596.59 | 170.85 | | |
| Aug | 714.2 | 198.17 | | |
| Sep | | | | |
| Oct | | | | |
| Nov | | | | |
| Dec | | | | |
| Totals | 4984.91 | 1426.01 | 0 | 13.6 |

List of Acceptable Recyclable Material

- Plastic food, beverage containers and bottles, household cleaning and personal hygiene product bottles (laundry/ dish soap) made of mixed plastics (#1, 2, 3, 4, 5, 6 and 7)
- Clear and black "clam shell" type fruit/deli/prepared food, bakery and take-out containers
- Plastic plates, cups, and coffee cup lids
- Single serving plastic food containers (i.e. yogurt containers) (remove film or foil lids and discard)
- Plastic plant pots & trays
- Food and beverage container, glass jars and bottles
- Steel and aluminum food and beverage containers
- Empty metal aerosol cans
- Empty paint cans
- Magazines, ad mail, newspapers and flyers
- Phone books
- Paper back/hard cover books
- Printer or photocopy paper
- Tetra pak drink boxes
- Gable top type cartons (milk and juice)
- Ice cream cartons
- Cardboard cans (i.e. juice/chip containers)
- Boxboard
- Corrugated cardboard

Multi-residential, Condominium, and School Addresses

Condominium Properties

| Paris | | Units | |
|----------|--------------------|-----------|----|
| | | Number of | |
| STREET # | STREET NAME | units | |
| 10 | Cobblestone Drive | | 62 |
| 19 | Hanlon Place | | 57 |
| 19 | Daugaard Avenue | | 29 |
| 244 | Dundas Street West | | 39 |
| 30 | Cedar Street | | 25 |
| 80 | Willow Street | | 29 |
| 158 | Willow Street | | 22 |
| 140 | West River Road | | 19 |
| 50 | Whitlaw Way | | 21 |
| 60 | Whitlaw Way | | 19 |
| 24 | Griffiths Way | | 26 |
| | | | |

Mount Pleasant

| | | | Number of | |
|----------|-----|-------------|-----------|---|
| STREET # | | STREET NAME | units | |
| | 501 | Burtch Road | | 6 |

St. George

| | | | Number of | | |
|----------|-----|---------------------|-----------|----|--------------------|
| STREET # | | STREET NAME | units | | |
| | 26 | Reid Street | | 7 | |
| | 53 | Beverly Street East | ; | 21 | |
| | 20 | Tolhurst Street | | 19 | |
| 3 | 325 | McLean School Road | | 8 | (West of St.George |

Apartments

Paris

| | | Number of | | |
|----------|--------------------------|-----------|----|--|
| STREET # | STREET NAME | units | | Type of housing |
| 40 | Whitlaw Way | | 9 | apartments |
| 170 | Trillium Way | | 50 | senior units |
| 130 | West River Street | | 36 | affordable rental and supportive housing |
| 120 | West River Street | | 24 | affordable rental and supportive housing |
| 141 | Willow Street | | 11 | apartments |
| 36 | Willow Street | | 9 | apartments |
| 55 | Willow Street | | 6 | apartments |
| 22 | Dumfries Street | | 8 | apartments |
| 10 | Dumfries Street | | 9 | apartments |
| 2-22 | Bobby West Street | | 11 | town houses |
| 17-19 | Barker Street | | 80 | apartments |
| 33 | Main Street | | 24 | senior units |
| 8 | Washington Street | | 20 | |

Burford

| STREET # | | STREET NAME | Number of units | | Type of housing |
|----------|----|--------------|-----------------|----|-----------------|
| | 11 | Park Avenue | | 12 | senior units |
| | 15 | Potter Drive | | 34 | units |

St. George

| | | | Number of | | | |
|----------|----|-------------|-----------|----|-------------------|------------------------|
| STREET # | | STREET NAME | units | | Type of housing | |
| | 50 | High Street | | 25 | Affordable Rental | and Supportive Housing |

Retirement Homes

Paris

| | | | Number of | | | |
|----------|-----|--|-----------|-----|-----------------|-----|
| STREET # | | STREET NAME | units | | Type of housing | |
| | 70 | King Edward Street Grand River Street | 1 | 100 | Senior Units | |
| | 245 | North Grand River Street | 2 | 236 | Retirement home | uni |
| | 185 | North | | 40 | Retirement home | uni |

Mount

Pleasant

| | | | Number of | | |
|----------|-----|---------------------|-----------|----|-----------------|
| STREET # | | STREET NAME | units | | Type of housing |
| | 612 | Mount Pleasant Road | 10 |)1 | Senior Units |

County of Brant Schools

Catholic

Schools

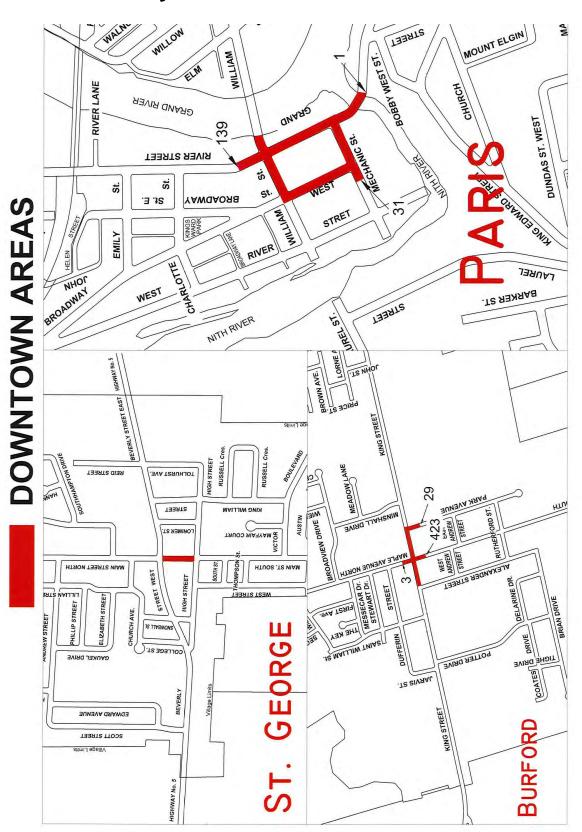
Blessed Sacrament Catholic Elementary School 185 King Street West, Burford Holy Family Catholic Elementary School 20 Sunset Drive, Paris, Sacred Heart Catholic Elementary School 180 Grandville Circle, Paris

Public Schools

Burford District Elementary School
Cobblestone Elementary School
Glen Morris Central Public School
Mount Pleasant School
North Ward School
Oakland Scotland Public School
Onondaga Brant Public School
Paris Central Public School
St. George German Public School
Paris District High School

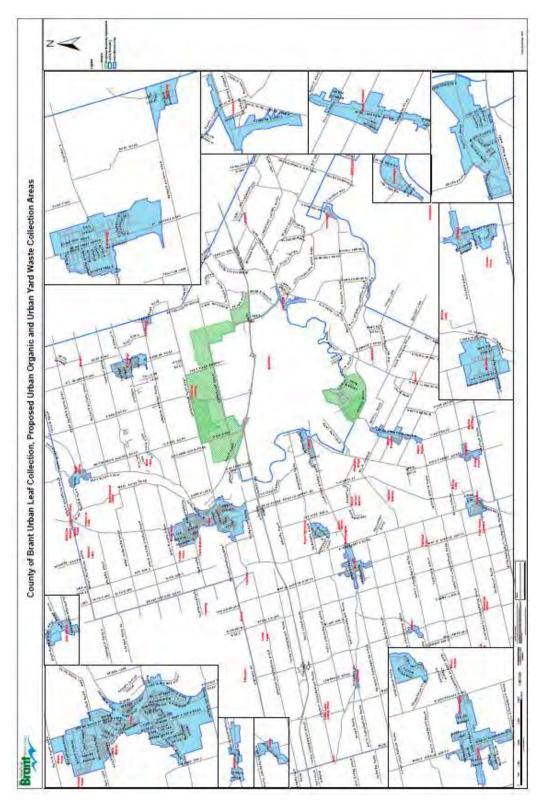
35 Alexander Street, Burford
179 Grandville Circle, Paris
522 Glen Morris Road East, Glen Morris
667 Mount Pleasant Road, Mount Pleasant
107 Silver Street, Paris
15 Church Street West, Scotland
21 Brant School Road, Brantford
7 Broadway Street East, Paris
3 College Street, St. George
231 Grand River Street North, Paris

County of Brant Downtown Collection Areas



County of Brant Urban Areas

A 36"x24" copy of the map is also available through the tender bidding website; refer to section 2.28 for details



Rural Roads Not Eligible for Collection From One Side Only

Ayr Road

Bishopsgate Road

Brant County Road #18

Brant Road

Cockshutt Road

Colborne Street East (Highway 2 and 53)

Colborne Street West (Highway 53 West)

Governors Road East (Highway 53 and 99)

King Edward Street

Highway #2

Highway #53

Highway #54

Highway #403

Mount Pleasant Road

Oakland Road

Paris Road

Pinehurst Road

Rest Acres Road

St. George Road

SCHEDULE "E" AVL (GPS) REQUIREMENTS

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

- i) The Municipality will require AVL technology in this Contract on all Waste Collection Vehicles and related Equipment. The Contractor will be required to use this technology for quality control purposes. The Municipality will be using the technology for quality assurance Contract administration.
- ii) The Contractor shall equip all vehicles used for the purpose of this Contract with GPS-AVL hardware, software and manuals necessary to operate the system.
- iii) The Equipment provided by the Contractor will retain ownership throughout the Contract by the Contractor. All maintenance, installations and removals will be paid by the Contractor.
- iv) The Equipment must be tamper resistant, durable and rugged in design.
- v) Equipment must operate on the vehicles power source and is wired to power-on automatically upon vehicle ignition. Operator interaction is not required.
- vi) All telecommunications agreement/Contract (e.g. cellular Contract) will be managed by the Contractor.
- vii) The Contractor will provide the Municipality with AVL web browser service. The service and data transmission cost will be the Responsibility of the Contractor.
- viii) The Municipality will provide the initial AVL requirements and data retrieval format requirements to the Contractor. The data shall include but not limited to the following.
 - Vehicle ignition on and off;
 - Vehicle arrival at and departure from the Municipality's Waste management facilities and other Waste management facilities;
 - Arrival at and departure from each stop on the route;
 - Each compaction cycle made;
 - Arrival back at home site, time spent at the Waste management facilities and exit time from the home site;
 - Time spent on route;
 - Speed and direction of vehicle;
 - Idle times; and
 - Stops.
- ix) Truck activities are to be time and location stamped.
- x) The system must automatically and accurately collect the time and location of every identified event from ignition on, to ignition off.

- xi) Position data is to be collected on one (1) minute intervals with event data collected on change.
- xii) The Contractor must ensure AVL Equipment is functioning properly and must report all damages and malfunctions of AVL Equipment immediately to the Municipality.
- xiii) The Contractor must guarantee complete back up of all GPS/AVL data and the ability to recover data lost due to system failures within 12 months.
- xiv) The Contractor shall inform the Municipality of any planned hardware/software activities (e.g. maintenance, upgrades etc.) which may interrupt availability of the GPS/AVL application/data seven (7) Days prior to the planned activity.
- xv) Any problems with the hardware or software must be fixed within seven (7) working Days. If it will take longer to solve any problems, the Contractor must notify the Municipality.
- xvi) The Contractor is to provide a secure web based application to view the location and event data and provide the Municipality access to it.
- xvii) At a minimum the GPS/AVL system and associated secure web based application are required to
 - Monitor both current position and route progress (tracking) via on-screen display
 of position and/or path on a secure web-site which the Municipality will be
 granted access to;
 - Monitor the condition of on-board sensors (i.e. for compaction cycles) and graphically display sensor status;
 - Display vehicle movement, identify and show the position of the vehicle every one (1) minute;
 - Display any number, category (i.e. recycling, front-end, Garbage, organics etc.) or all of the fitted vehicles in live or playback modes;
 - Record and report distances traveled by vehicles on any given Day and total distances since the vehicle became operational;
 - Report and record the speed traveled by the vehicles;
 - The Municipality shall allow the Municipality to independently assign labels, add or remove vehicles from the display;
 - Allow the Municipality to add and subtract any number of landmark icons on the display by turning existing layers on/off;
 - Indicate the direction of travel of each displayed vehicle; and
 - Provide vehicle location by street address and GPS coordinates.

xviii) The Historical Data Retrieval features will have the following.

- The system must automatically log all stops with vehicle identification, time stamp, location and specified driver inputs in a format readily suitable for importing to a common database program;
- The data shall be available for no less than 12 months in the software interface;

- The system shall be capable of replaying individual vehicle movements and status for any specified snapshot in time;
- Perform various pre-defined and ad-hoc queries to analyze Equipment performance and verify route completion where real-time information is not required;
- Perform pre-defined, selectable queries to filter Equipment by activity and display on appropriate map layer in order to verify Work performed;
- Perform various ad-hoc queries on all Equipment sensors;
- Playback the path of a vehicle on-screen for a selectable time period; and
- All query results are displayed on-screen and allow formatted printing of both tabular data and mapped data.
- xix) Data storage and data access.
 - Event data to be stored and accessible for 12 months;
 - Location data to be stored and accessible for 12 months;
 - Units have the ability to store data information when the communication network is unavailable (stored data would be sent once the network was available);
 - After 12 months, the Contractor shall send event and location data to the Municipality for storage on their systems in an agreed upon file format; and
 - The Municipality reserves the right to request a download of the data at any time.
- xx) The base map on the web base application should include municipal boundaries.
- xxi) The web based application should have the following but not limited to basic functions.
 - Zoom in:
 - Zoom out;
 - Pan:
 - Previous extent;
 - Identify:
 - Selection by rectangle;
 - Print;
 - Help;
 - Searches: map an address, map an intersection, quick search i.e. find a road;
 - Laver list;
 - Legend;
 - Reset map; and
 - Reporting.
- xxii) The AVL/GPS system and associated web-based application shall be completed and running by the beginning of the collection Contract.
- xxiii) Sign off by the Municipality staff will occur once all requirements have been tested and met.

Web Application Tools

Refresh

Updates real time location for vehicle(s) in the current extent of the map window, also acts as a general site refresh while maintaining the current map extent.

Auto Refresh

A check-box for auto-refresh (updates real time location for vehicle(s) in the current extent of the map window) that automatically refreshes the current extent of the map window every two minutes (smallest frequency) or at a longer interval defined by the user. If another tool/function is used, the auto-refresh may be interrupted (specific tools that would interrupt this function include playback in the existing window, find vehicle on map, etc.).

Vehicle Listings

The standard structure of the data tab can be used: i.e. a folder for each vehicle grouping (with the individual vehicles listed in each folder when it is expanded) to make layers visible. When made visible (or on initial load), the last position for each visible vehicle will be displayed. When the user selects refresh or based on auto-refresh, the real time location of the visible vehicles will be updated (if they are in the map window extent).

Vehicle Selection

A separate pull-down list of vehicle groupings with individual vehicle(s) by vehicle number that appears on the vehicle. The use shall be able to select all of one category (i.e. recycling, Garbage, front-end) or individual vehicle by number on the vehicle. 'Select all'deselect all' button should be included. The vehicles should also be selectable by drivers name, type, number and area served.

a. Find Vehicle on Map

Zoom to vehicle selected - vehicle should be labelled on map. If tool tips are not used, a label (or small dialogue box) which contains the latest vehicle information should be added.

b. Latest Vehicle Information

The user should have the ability to determine the latest vehicle information. The fields will include Vehicle, Speed, Heading, Last Reported Event and Day/Time of Last Reported Location.

c. Update Real Time Location

Acts as refresh for a selected vehicle and provides Latest Vehicle Information.

Proximity Toolsets

Vehicles Closest to an Address

The web based mapping shall have the ability to allow the Municipality to locate the closest vehicle to a service request site through any of the following methods: visual analysis (i.e. the user can look at all of the current vehicle locations to visually determine the closest), address or intersection query (i.e. an address is entered and the closest vehicle to that location is returned on a specified date) or through user-specified spatial location (i.e. the user clicks on the map and the closest vehicle to that location is returned).

Export and Print Map

Export of the map to JPEG, etc. and print the map extent.

Reporting Functions

Standard Reports

For a group of vehicles or individually selected vehicles, a number of standard report options should be available. Where an address is included, a link to a map window should be provided. Sample reports are included (but are not limited to) those shown below.

a. Last Known Position

b. Vehicle Event

Events include vehicle stop/start, ignition on/off, speed and compaction cycles.

c. Stop

Stopping thresholds: e.g. record a stop event when speed is at/or below 0 km/h.

d. Speeding

The speeding thresholds option enables the Administrator to designate a speed and duration of time for each vehicle in the fleet. When a vehicle exceeds the designated speed for the set duration of time, this event will be reported. Certain parameters must be defined by the user. e.g. speeding thresholds: record a speeding event when the vehicle exceeds 80 km/h for more than 2 minutes.

e. Position

Results should open up in the standard 'query/selection results' window and includes an 'export to excel' or PDF option, and should include the vehicle name, date/time, speed, heading and address.

Training

The following training will be required.

- Demonstration and training session for users of web-based application; and
- As part of the training, corresponding hardcopy and electronic format training manuals are to be provided by the Contractor.

SCHEDULE "F" Contract for Solid Waste Collection and Recycling Processing Services

CONTRACT FOR [insert service(s) to be provided]

BETWEEN

THE CORPORATION OF THE COUNTY OF BRANT

AND

[INSERT NAME OF CONTRACTOR]

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This agreement for the Solid Waste Collection and

Recycling Processing Services made [INSERT DATE].

The County of Brant and the Contractor agree as follows:

1. **DEFINITIONS**

- 1.1 In this Contract the following words and phrases shall have the following meaning:
 - "Anniversary Date" means the Day that follows any twelve month period starting from the Commencement Date of this Contract.
 - "AODA" means the Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c.11.
 - "Applicable Laws" includes the common law and any and all statutes, by-laws, Regulations, permits, approvals, certificates of approval, licenses, judgments, orders, injunctions, authorizations, directives, whether federal, provincial or municipal including, but not limited to all laws, rules and requirements relating to occupational health and safety matters, fire prevention and protection, health protection and promotion, land use planning, building code, or workers' compensation matters and all Environmental Laws that apply to the Work, the operation of the Work and the land on which the Work are provided.
 - "Bulk Items" means furniture, metal items and appliances, e.g. box spring, mattresses, bed frames, mirrors, chairs, tables, refrigerators, washers, dryers, stoves, etc. and/or any other item as designated by the Designated Municipal Official. Renovation materials are not a Bulk Item.
 - "Change in Law" includes the coming into effect after the Commencement Date of any legal change, including directive, statute, statutory instrument, regulation or by-law through
 - (i) A draft bill as part of any government departmental consultation paper;
 - (ii) A government bill or white paper;
 - (iii) A draft statutory instrument:
 - (iv) Any applicable judgment of a relevant court of law that may affect the Work; or
 - (v) Any guidance provided from any ministerial authority, circular or best practice note with which the Contractor is legally bound to comply.
 - "Collectible Waste" has the meaning set out in the County of Brant Waste Collection Bylaw, as applicable. For the purposes of this Contract, Collectible Waste is defined to include Garbage, Recyclable Material, SSO, Bulk Items and Yard Waste.

- "Collection Route" means those routes in the Municipality that have been approved by the Designated Municipal Official for use by the Contractor to perform the Work.
- "Collection Vehicles" mean any vehicle used by the Contractor for the Collectible Waste, including spare vehicles.
- "Compostable Waste" means any putrescible material such as food, leaf and brush as may be designated by the Designated Municipal Official from time to time.
- "Commencement Date" means the date specified in Section 3.2 of this Contract.
- "Container" typically means an approved receptacle used to place Collectible Waste at the curbside for collection. Examples include a Garbage bag or rigid container such as a Garbage can, leaf and Yard Waste paper bag, municipal issued green bin, municipal issued blue box, other plastic container, or any other container deemed suitable by the Designated Municipal Official for Collectible Waste.
- "Contract" means this agreement including all schedules, the Request for Proposals, and the Contractor's Proposal dated [INSERT DATE].
- "Contract Price" means the sum remitted to the Contractor for the Work payable per calendar month by the Municipality in accordance with Section 9 "Invoicing" of this Contract.
- "Contract Year" means a 12 month period. The first Contract Year is the 12 month period starting from the Commencement Date.
- "Contractor" means [INSERT NAME OF SUCCESSFUL PROPONENT].
- "County" means the Corporation of the County of Brant.
- "CVOR" means commercial vehicles operating registration.
- "Day" means the period from midnight to midnight.
- "Designated Municipal Official" has the meaning given to those Terms in Section 4 of this Contract.
- "ECA" mean Environmental Compliance Approval.
- "Environmental Laws" means, any and all statutes, by-laws, Regulations, permits, approvals, certificates of approval, licenses, judgments, orders, judicial decisions, injunctions, and authorizations related to environmental matters or occupational health and safety and which are applicable to the regulation of the Collectible Waste.
- "**Equipment**" means the Collection Vehicles, and other tools and materials used by the Contractor to perform the Work.
- "Estimate" has the meaning given to such Term in Section 13.
- "Expiry Date" means the date set out in Section 3.1 of this Contract.

- "Garbage" has the meaning set out in the Municipality's Waste Collection Bylaw, as applicable, and generally refers to any Collectible Waste which is not recyclable and not compostable.
- "Garbage Enclosure" means any enclosure used to store Garbage containers or bags.
- "Good Industry Practice" means that degree of skill, care, prudence, foresight and operating practice which would reasonably be expected from time to time of a skilled and experienced Contractor engaged in the same type of undertaking as the Contractor under the same or similar circumstances.
- "Health and Safety Obligation(s)" means any obligation imposed on the Contractor by the Applicable Laws or compliance with Good Industry Practice or this Contract in respect of health and safety at work, including all applicable requirements of the Occupational Health and Safety Act, R.S.O. 1990, CHAPTER O.1, and the rules and Regulations thereunder, all as they may be amended from time to time.
- "IC&I" means industrial, commercial and institutional.
- "Incomplete Route" means three or more collection locations are missed for single family residential properties, or one or more are missed for IC&I or multi-residence locations, or such other number as may be determined by the Designated Municipal Official that was not collected by the Contractor within the specified times on the specified route.
- "Indemnified Party" or "Indemnified Parties" means the Municipality and their employees, elected representatives, advisors and agents prior to, during, and after this Term.
- "Liquidated Damages" has the meaning given to that Term in Section 14 of this Contract.
- "MOECC" means Ministry of the Environment and Climate Change.
- "Municipality" means the Corporation of the County of Brant.
- "Non-Collectible Waste" has the meaning set out in the Municipality's Waste Collection Bylaw, as applicable.
- "Operational Plan" means a document organising the requirements described in this Contract, including, at a minimum, the routes to be followed by the Contractor in providing the Work and the Customer service handling protocol.
- "Primary Collection Vehicle" means the Collection Vehicles that are used daily to provide the Work i.e. those vehicles used to collect Garbage, Recyclable Material, and SSO.

"Prohibited Act" means:

- a. offering, giving or agreeing to give any employee and/or any elected representative of any Municipality any gift or consideration of any kind for any reason, including as an inducement or reward:
 - (i) for doing or not doing (or for having done or not having done) any act in relation to the performance of the Terms of this Contract or any other Contract with any of the Municipality; or
 - (ii) for showing or not showing favour or disfavour to any person in relation to this Contract or any other Contract with the Municipality;
- b. committing any offence under:
 - (i) the Criminal Code of Canada; or
 - (ii) any legislation creating an offence in respect of fraudulent acts; or
 - (iii) at common law in respect of fraudulent acts in relation to this Contract or any other Contract with the Municipality;
- c. committing any offence under any Applicable Laws, including without limiting the foregoing (i) any trespass onto private property, and / or (ii) a breach of the Occupational Health and Safety Act;
- d. defrauding or attempting to defraud or conspiring to defraud any of the Municipality;
- e. consuming (i) prescription drugs known to impair abilities, (ii) alcoholic beverages, or (iii) narcotics while performing the Work;
- f. using foul, profane, vulgar or obscene language or gestures;
- g. soliciting gratuities or tips from any Customer;
- h. engaging or participating in any action which may constitute a public nuisance or disorderly conduct;
- i. engaging or participating in any wilful, negligent or reckless action in disregard of safety or sanitary requirements or Regulations;
- j. parking, storing materials or Equipment on private property without prior written permission to do so.

"Qualifying Change of Law" means any change in law that specifically affects the Work or any part thereof or imposes a general statutory obligation on the Municipality, their employees or the public generally, that may lawfully and properly be discharged by the Contractor under the Terms of this Contract.

- "Recyclable Material" is defined in the applicable Waste Collection Bylaw, and generally means the materials included in blue boxes and in large wheeled carts at residential, commercial and institutional locations.
- "Regulations" means all rules or Regulations having force of law.
- "Residue" means those materials that are not comprised of Recyclable Materials, and or improperly sorted.
- "Single Stream" means the collection of mixed Recyclable Material in a collection truck.
- "Two Stream" means the collection of Recyclable Material separated into a fibre stream (e.g. paper, cardboard, boxboard, etc.) and a container stream (e.g. bottles, cans, plastic, etc.) in a collection truck.
- "Source Separated Organics" has the meaning set out in the Municipality's Waste Collection Bylaw, and typically means household organic wastes including without limiting the foregoing items such as, fruit, vegetable scraps, paper towels, coffee grinds, meat and bones, and food waste. Yard Waste is not included within "Source Separated Organics".
- "Term" means the period specified in Section 3 of this Contract.
- "Waste" means all waste, refuse and recyclables.
- "Waste Collection Bylaw" means the by-law(s) passed by the Municipality governing Collectible Waste within the Municipality, as such by-laws may be amended, restated, supplemented or replaced from time to time.
- "Work" has the meaning given to the obligations of this Contract.
- "Yard Waste" has the meaning set out in the Municipality's Waste Collection Bylaw, as applicable, and typically means organic materials, including leaves, hedge trimming, tree pruning, weeds, yard plants, shrubbery, brush, Christmas trees, tree trimming, or other garden debris. Yard Waste does <u>not</u> include food Waste or grass.

2. ORDER OF PRECEDENCE

- 2.1 In the event of any inconsistency or ambiguity between the various parts of this Contract, the documents forming part of this Contract shall take precedence and govern in the following order:
 - (i) This agreement dated [INSERT DATE] including all schedules;
 - (ii) The Waste Collection Bylaws;
 - (iii) The Request for Proposal; and
 - (iv) The Contractor's Proposal.

3. CONTRACT DURATION

- 3.1 This Contract shall come into force on the date first written above (the "Effective Date") and shall continue in force until [INSERT DATE FOR END OF INITIAL TERM OF CONTRACT, PRIOR TO POTENTIAL EXTENSIONS], (the "Expiry Date") or until varied, reviewed, or Terminated in accordance with the provisions hereunder.
- The Work shall be provided from [INSERT DATE FOR COMMENCEMENT OF WORK, WHICH WILL BE APPROXIMATELY ONE YEAR FROM THE EFFECTIVE DATE] ("Commencement Date") and shall continue to be provided until the Expiry Date, or such earlier date as this Contract is terminated (the "Term").
- 3.3 The Municipality shall have the option to extend the Term for two additional one year Terms based on the same Terms and conditions and on satisfactory performance and the continuing competitiveness of pricing and services, in the sole opinion of the Municipality.

4. CONTRACT MANAGEMENT

- 4.1 The Municipality shall appoint one individual to be the first point of contact for all correspondence between the Municipality and the Contractor related to the administration of this Contract ("Designated Municipal Official").
- 4.2 Such Designated Municipal Official shall be entitled to instruct the Contractor with respect to all operational aspects of the Work within the Municipality.
- 4.3 The Contractor shall appoint one individual to be the first point of contact for all correspondence between the Municipality and the Contractor.
- 4.4 The Contractor and Designated Municipal Official will meet quarterly, or as frequently as the parties may determine, to review the delivery of the Work, and all related matters.
- 4.5 The Contractor's representatives that attend operational meetings shall be thoroughly versed and knowledgeable with respect to the proposed topics of discussion and shall have the authority to make the necessary decisions and commitments with respect to matters agreed upon at the operational meeting.

5. WORK

- 5.1 During the Term, the Contractor shall provide to the Municipality the Work in accordance with the requirements of PW-RFP-16-12 to this Contract (the "Work").
- 5.2 The parties agree that they will make efforts to update, modify and amend this Contract from time to time to reflect the changing nature of the Work and the requirements of the Municipality. Subject to the provisions of this Contract, including the parties acknowledge that where such activities are not documented with the Municipality, they will deal with each other in good faith to resolve all issues that may arise as a consequence.

6. QUALITY OF SERVICE

- 6.1 The Contractor shall provide the Work in complete accordance with all of its obligations contained in this Contract.
- 6.2 In providing the Work, the Contractor shall:
 - 6.2.1 provide the Work in accordance with Good Industry Practice;
 - 6.2.2 adopt and use such quality control process as may be set out in its Operational Plan; and
 - 6.2.3 ensure that any goods, Equipment, materials, facilities, and workmanship employed or supplied in undertaking the Work are consistent with the requirements of this Contract and are otherwise appropriate to the Work being performed.

7. OBLIGATIONS PRIOR TO COMMENCEMENT DATE

- 7.1 As soon as reasonably practicable and in any event (unless otherwise agreed by the parties) prior to the Commencement Date, the Contractor shall:
 - 7.1.1 provide the Designated Municipal Official with a telephone number that is toll free within the County of Brant, for the supervisor and customer service centre by [INSERT DATE];
 - 7.1.2 submit its Operational Plan on or before [INSERT DATE which is no later than two months after execution of this Contract];
 - 7.1.3 obtain all permits or licenses necessary to perform the requirements of this Contract in accordance with all Applicable Laws and provide evidence that it has done so on or before [INSERT DATE];
 - 7.1.4 submit the make, model year and serial number of each Collection Vehicle that will be used by the Contractor at the Commencement Date on or before [INSERT DATE]:
 - 7.1.5 The Contractor will make key staff available prior to commencement of the Contract to attend three (3) public information meetings with the County of Brant staff.
 - 7.1.6 The Contractor shall notify the Designated Municipal Official no later than one month after the execution of this Contract of the type of AVL tracking system and software proposed to be used in the Contractor's Collection Vehicles. The Contractor is required to provide all software licensing and training for Municipal staff.

8. CHARGES AND PAYMENT

8.1 The Contract Price shall be based on the amount of Waste collected by the Contractor. The Contract Price shall be deemed to include all costs of providing the Work as

provided for under this Contract. Except where provided for under this Contract, the Contractor shall not be entitled to an increase in charges based on unforeseen circumstances or contingencies howsoever arising.

- 8.2 The Contract Price shall be payable from the Commencement Date.
- Pricing submitted by the Contractor shall remain firm until [INSERT DATE WHICH IS TWO YEARS FROM THE EFFECTIVE DATE]. Effective [INSERT SAME DATE], and each year thereafter for the duration of the Contract, including any option year(s), if awarded by the Municipality, the unit rates for all Contract pricing submitted shall be subject to an annual increase based on the amount by which the Canadian Consumer Price Index (CPI) as published by Statistics Canada for the previous twelve months has increased (the "Escalation Factor"), for the immediately preceding year. No negative CPI will be used and if that is the calculation for any given year, the increase shall be 0. The annual rate increase will be between 0% and a maximum of 5%. The Escalation Factor is intended to accommodate cost increases on the Contractor, thereby decreasing the risk of economic factors that have an impact on the operations.
- 8.4 The CPI calculations will be based on the following formula:
 - c) 80% of the value of the Escalation Factor shall be derived from Statistics Canada Catalogue no. 62-001-X, Ontario ALL-EXCLUDING FOOD AND ENERGY index, CANSIM vector number (v41692045).
 - d) 20% of the value of the Escalation Factor shall be derived from Statistics Canada Catalogue no. 62-001-X, Table 326-0009

 Average retail prices for gasoline and fuel oil, by urban centre (Percentage Change (year-to-year)) Diesel Self-Serve Toronto Area.
- 8.5 The adjustment to this Contract Price shall take effect from the Anniversary Date for the ensuing Contract Year.

9. INVOICING

- 9.1 Within ten (10) working Days from the end of each month, the Contractor shall provide an invoice in a format acceptable to the Designated Municipal Official which shall set out in detail (and where necessary showing calculations) particulars of the price payable for the immediately preceding calendar month. In particular, each invoice will show:
 - 9.1.1 a simple breakdown of the Contract Price based on the amount of tonnage of each type of Collectible Waste collected and/or processed and marketed in the Municipality, and applicable revenue generated from the sale of Recyclable Material, for the previous month, together with the unit price for each category;
 - 9.1.2 harmonized sales tax shown separately, together with the Contractor's HST registration number; and
 - 9.1.3 the total figure payable by the Municipality.

- 9.2 In the event that any Municipality wishes to dispute any amount, the Municipality shall notify the Contractor in writing within fifteen (15) working Days of receipt by it of the relevant invoice and the reasons why the amount is disputed. For the avoidance of doubt, the Municipality may withhold payment of any amount disputed.
- 9.3 Within five (5) working Days following receipt by the Contractor of any notice served by a Municipality, the Contractor shall respond by notifying such Municipality as to whether or not it agrees with the statements made in or the supporting evidence supplied with that notice. If the Contractor fails to make such a response within that time limit, the Municipality shall be entitled to retain on a permanent basis any amounts withheld to reclaim from the Contractor the amount of any over-payment which may have been made to the Contractor.
- 9.4 If the Contractor responds that it does not agree with all or any of the statements made in any notice served by the applicable Municipality, the matter or matters in question shall be determined under Section 17 (Settlement of Disputes).
- 9.5 The Contractor shall continue to provide the Work at all times notwithstanding any ongoing dispute between a Municipality and the Contractor.
- 9.6 In addition to the sums due to the Contractor for the performance of the Work, the Municipality shall pay to the Contractor such HST (if any) as may be properly chargeable by the Contractor in connection with the provision of the Work, provided that the Municipality shall have received from the Contractor a proper tax invoice in respect thereof complying with the provisions of any taxation statute and Regulations from time to time in force.
- 9.7 If requested by the Municipality for purposes of determining the County's development charges, the Contractor will provide a percentage estimate of the capital cost included in the Contract Price for the Equipment and facilities used to complete the Work.

10. RIGHT OF SET OFF

- 10.1 Notwithstanding anything contained in this Contract, the Municipality shall be entitled to deduct from or set-off against any monies due from the Municipality to the Contractor under this Contract.
- 10.2 The Municipality shall give to the Contractor notice of any such deduction or set-off and such notice shall specify:
 - 10.2.1 the amount proposed to be withheld and the ground for withholding payment; or
 - 10.2.2 if there is more than one ground, each ground and the amount attributable to it.

11. PILOT PROJECTS

11.1 The Municipality is committed to minimizing and diverting Waste from disposal. For this purpose, the Municipality will continue to explore new methods and technologies for

- Waste diversion, and may from time to time undertake a pilot demonstration project(s) within the Municipality.
- 11.2 In the event the Municipality implements a pilot project, the Municipality may alter the way the Work is provided temporarily in a specified geographic area, without incurring any additional cost to the Contractor.
- 11.3 The Municipality reserves the right to Contract or partner with any person, agency or firm for the purposes of conducting a pilot project, without the participation of the Contractor. Should the Contractor be requested to operate a pilot project, and where the Contractor agrees to operate the pilot project, the parties shall agree on payment to be made to the Contractor, if any.

12. ADDITIONAL WORK

- 12.1 The Contractor shall provide such additional services at any time and at any place and in such manner as the Designated Municipal Official may specify to enable the Municipality to respond to or deal with or to carry out its functions in relation to a situation which, in the opinion of the Municipality is a possible, potential or actual emergency or disaster provided that such services shall be similar to the Work provided hereunder ("Additional Work").
- 12.2 Where the Contractor provides Additional Work under this Section, such Additional Work shall constitute a change under Section 13 (Change Management).

13. CHANGE MANAGEMENT

- 13.1 The Municipality shall be entitled to make changes to the Work in accordance with this Section. If the Municipality requires a change in the Work, the Municipality shall notify the Contractor of the change in the Work describing the required change in the Work 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.
- 13.2 As soon as practicable and in any event within fifteen (15) working Days after having received notification, the Contractor shall deliver the Estimate to the Municipality. The Estimate shall include the opinion of the Contractor on:
 - 13.2.1 whether relief from compliance with obligations is required during the implementation of the change in the Work;
 - 13.2.2 any impact on the provision of the Work;
 - any amendment which may be required to be made to this Contract as a result of the change in the Work;
 - 13.2.4 any change in Contractor costs that may result from the change in the Work;
 - 13.2.5 any loss of revenue that may result from the change in the Work; and

- 13.2.6 any gain in revenue that may result from the change in the Work.
- 13.3 As soon as practicable after the Municipality receive 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 oblige its sub-Contractors to minimize any increase in costs and maximize any reduction in costs, and demonstrating that any expenditure to be incurred or avoided has been measured in a cost effective manner.
- 13.4 If the Contractor does not intend to use its own resources to implement any change in the Work, it shall comply with Good Industry Practice with the objective of ensuring that it obtains best value for money when procuring any Work, services, supplies, materials or Equipment required in relation to the change in the Work.
- 13.5 If the parties cannot agree on the contents of the Estimate then the dispute will be determined in accordance with Section 17 (Settlement of Disputes).
- 13.6 As soon as practicable after the contents of the Estimate have been agreed or otherwise determined pursuant to Section 17 (Settlement of Disputes), the Municipality shall:
 - 13.6.1 confirm in writing the acceptance of the Estimate (as such may have been modified), in which case the Municipality shall notify the Contractor; or
 - 13.6.2 withdraw the proposed change in the Work.
- 13.7 If the Municipality does not confirm in writing the acceptance of the Estimate (as such may have been modified) within twenty (20) working Days of the contents of the Estimate having been agreed or determined, then the Municipality's proposed change shall be deemed to have been withdrawn.
- 13.8 Unless the parties agree to a different implementation timeframe, in writing, the relevant change in the Work shall be implemented within fifteen (15) working Days after the Contractor receives confirmation of the Estimate from the Municipality.
- 13.9 Any change in the Work that causes or that is expected to cause the Contractor's costs or those of any sub-Contractor to decrease shall be treated as a Gain with expectation the Municipality will also realize a financial benefit in an amount to be negotiated in good faith between the parties.

Change to the Work Proposed by the Contractor

- 13.10 If the Contractor wishes to propose a change in the Work, it must notify the Municipality. The Contractor must:
 - 13.10.1 set out the proposed change in the Work in sufficient detail to enable to Municipality to evaluate it in full;
 - 13.10.2 specify the Contractor's reasons for proposing the change in the Work;
 - 13.10.3 indicate any implications of the change in the Work, including any anticipated change in the costs of providing the Work by the Contractor and any gain or

- loss in revenue to the Contractor potentially associated with the proposed change;
- 13.10.4 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
- 13.10.5 identify any timeframe, if applicable, by which a decision by the Municipality is critical, explaining the reasons why.
- 13.11 The Municipality shall evaluate the Contractor's proposed change in the Work, taking into account all relevant issues, including whether:
 - 13.11.1 a change in this Contract Price will occur;
 - 13.11.2 the change affects the quality of the Work or the likelihood of successful delivery of the amended Work;
 - 13.11.3 the change will interfere with any relationship of the Municipality with third parties;
 - 13.11.4 the financial strength of the Contractor is sufficient to perform the changed the Work; and
 - 13.11.5 the change materially affects the risks or costs to which the Municipality is exposed.
- 13.12 If the Municipality accepts the Contractor's change proposal (with or without modification), the relevant change in the Work shall be implemented within fifteen (15) working Days of acceptance of the proposal by the Municipality, unless the parties agree to a different implementation timeframe, in writing. All changes to the Work and/or this Contract shall be documented in writing. Where the Municipality accepts the Contractor's change proposal, the Municipality shall notify the Contractor.
- 13.13 If the Municipality rejects the Contractor's change proposal, the Municipality shall provide reasons in writing for such a rejection.
- 13.14 Unless the Municipality specifically agrees to an increase in this Contract Price, there shall be no increase in this Contract Price as a result of a change in the Work proposed by the Contractor. Except as specifically confirmed in writing by the Municipality in accordance with this Section, all Work shall remain unaltered.
- 13.15 Any change in the Work proposed by the Contractor that causes or that is expected to cause the Contractor's costs or those of any sub-Contractor to decrease shall be treated as a Gain with expectation the Municipality will also realize a financial benefit in an amount to be negotiated in good faith between the parties.

14. LIQUIDATED DAMAGES

14.1 If the Contractor fails to complete the Work in accordance with its obligations under this Contract, the Municipality may assess Liquidated Damages for every instance of service performance failure in accordance with the table below. Failure of the Municipality to assess Liquidated Damages for any Contract breach in no way operates to relieve the supplier of its obligations to perform the work to the standards outlined in this Contract.

| No. | Service Expectations | Damage Claim | Unit | |
|-----------|--|-----------------|---------------------------|--|
| | COLLECTION SERVICES | | | |
| 1. | Failure to clean up spillage of material (solid or liquid) from Contractor's trucks | \$2,000 | Per incident | |
| 2. | Collecting untagged Waste in exceedance of Municipal Item limit unless directed to do so by the Designated Municipal Official | \$500 | Per location | |
| 3. | Failure to resolve damage claim to resident's property | \$1,000 | Per incident | |
| 4. | Contractor's staff scavenging Recyclable Materials | \$1,000 | Per incident | |
| 5. | Inappropriate prohibitive behaviour by Contractor's staff (as stated in Standard Terms and Conditions) | \$500 | Per incident | |
| 6. | Designated Municipal Official issues 3 or more notices per month to the Contractor for improperly replaced Containers | \$250 | Per month | |
| 7. | Failure to return to collect materials as directed by the Designated Municipal Official | \$500 | Per incident | |
| 8. | Collection of Waste (outside of Contract limits/boundaries) | \$1,000 | Per incident | |
| 9. | Allowing Waste streams to become cross contaminated | \$1,000 | Per incident | |
| 10. | Failure to complete collection services within the specified hours of operation | \$500 | Per Late route | |
| 11. | Failure to notify Municipality of collection delays, spills, accidents within 30 minutes of delay being determined or incident occurring | \$500 | Per incident | |
| 12. | Incomplete Route | \$500 | Per route | |
| 13. | Failure to ensure collection of only Collectable Waste | \$1,000 | Per incident | |
| 14. | Failure to have a Supervisor available from 7:00 AM to 6:00 PM to respond to site or inquiries from Designated Municipal Official | \$1,000 | Per incident | |
| 15. | Failure to meet MTO health and safety standards and policies | \$500 | Per incident | |
| 16. | Failure to comply with Highway Traffic Act (e.g. speeding, driving on wrong side of road, etc.) | \$500 | Per incident | |
| 17. | Failure to contact County staff within 2 hours of County Staff leaving a message with afterhours call centre/operator | \$500 | Per incident | |
| 18. | Failure to close out/resolve a complaint form on the collection Day it was received | \$250 | Per incident | |
| | RECYCLABLE MATERIAL PROCESSI | NG | | |
| 19. | Failure to comply with maximum Residue limits | \$1,000 | Per month | |
| 20. | Failure to scale all vehicles in and out of facility | \$500 | Per incident | |
| 21. | Failure to provide a minimum of fourteen (14) Days written notice in advance of a scheduled MRF shutdown | \$500 | Per Day | |
| 22. | Documentation on scale recertification not provided semi- annually | \$250 | Per incident | |
| EQUIPMENT | | | | |
| 23. | Failure to maintain vehicles as described in the Contractor's approved preventative maintenance schedule | \$500 | per month and per vehicle | |

| 24. | Failure to notify County of mechanical breakdowns/fluid leaks from Contractor's trucks within 30 minutes of incident | \$500 | Per incident | |
|----------------|--|-------|--------------|--|
| 25. | Failure to clean up fluid leaks from Contractor's trucks by the end of the collection Day | \$500 | Per Incident | |
| 26. | Failure of AVL system to operate 95% of the time averaged monthly | \$500 | per month | |
| ADMINISTRATIVE | | | | |
| 27. | Failure to provide notification that CVOR may fall below satisfactory rating and/or failure to provide written plan for improvement. | \$250 | Per incident | |
| 28. | Failure to submit reports | \$250 | Per report | |

- 14.2 The parties agree that, since it would be difficult to ascertain precisely the losses to the Municipality in the event of non-performance by the Contractor, such Liquidated Damages constitute a genuine pre-estimate of the damages that the Municipality will suffer as a result of non-performance by the Contractor, and are not considered a penalty.
- 14.3 The Municipality may deduct and retain the amounts of Liquidated Damages out of the monies which may be due or become due to the Contractor under this Contract. For greater certainty, where a Municipality assesses Liquidated Damages against the Contractor in accordance with the table above, such Municipality 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.
- 14.4 The Contractor acknowledges that where Liquidated Damages under this Contract, in any twelve-month period during the Term, meet or exceed \$30,000 the Municipality shall be entitled to terminate this Contract under Section 15 (termination for cause).
- 14.5 In addition, in lieu of assessing Liquidated Damages, any Municipality that is subject to any event of non-performance by the Contractor shall be authorized, to withhold payment and make arrangements for the Municipality to provide and perform by its own forces or those of another Contractor the Work and deduct the actual extra cost incurred by the Municipality in so doing from any payment due to the Contractor.
- 14.6 For the avoidance of doubt, the rights and remedies referred to in this Section shall be considered without prejudice to any other right or remedy the Municipality may have under this Contract or in law nor shall they relieve the Contractor of any obligations under this Contract in respect of the Work.

15. TERMINATION FOR CAUSE

- 15.1 Without prejudice to the exercise of any alternative or additional remedy or of any accrued rights of the Municipality, the Municipality, individually or collectively, shall be entitled forthwith upon the occurrence of any of the following events to terminate this Contract.
 - the Contractor becoming bankrupt, or making a composition or arrangement with its creditors, or having a proposal in respect of its company for voluntary

- arrangement for a composition of debts or a scheme of arrangement approved in accordance with the *Bankruptcy and Insolvency Act* (R.S., 1985, c. B-3);
- 15.1.2 the appointment of an administrative receiver over the assets of the Contractor;
- the Contractor having a winding-up order made or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding-up passed;
- the Contractor having a provisional liquidator, or receiver or manager of its business or undertaking duly appointed;
- 15.1.5 the Contractor being in circumstances which entitle a creditor to appoint, or have appointed a receiver, a manager or administrative receiver, or which would entitle the court to make a winding-up order;
- 15.1.6 there is a change in control of the Contractor, unless the Municipality has given prior approval of the same in writing, which may be withheld by the Municipality in their sole discretion;
- 15.1.7 discovery of a material misrepresentation by the Contractor during the procurement process;
- 15.1.8 the Contractor has committed any Prohibited Act;
- 15.1.9 the Contractor has launched legal proceedings against the Municipality in respect of any aspect of this Contract;
- 15.1.10 As prescribed above, the accumulation of Liquidated Damages of \$30,000, or more, in any twelve-month period during the Term.
- 15.2 If the Contractor has committed persistent minor breaches of this Contract, whether or not the Contractor has committed any act of non-performance, the Municipality, may serve a notice on the Contractor.
 - 15.2.1 specifying that it is a formal warning notice;
 - 15.2.2 giving reasonable details of the event of non-performance; and
 - 15.2.3 stating that such non-performance is a breach of this Contract which, if it recurs frequently or continues, may result in a termination of this Contract.
- 15.3 If, following service of such above-noted warning notice, the breach specified has continued beyond ten (10) working Days from the date of service of the notice, or recurred within that time, then the Municipality, individually or collectively, may terminate the Contract.

16. CONTRACTOR REQUIREMENTS UPON EXPIRY OR TERMINATION OF THIS CONTRACT

16.1 Prior to the Expiry Date or the date on which this agreement is terminated, the Contractor shall take all reasonable steps to co-operate fully with the Municipality and,

where applicable, any successor Contractor, to ensure a smooth transition, including without limiting the foregoing, providing all information reasonably required by the Municipality, removing Collection Vehicles and Equipment from the Municipality property, if applicable.

- 16.2 The Municipality shall not be liable to the Contractor for any reason as a result of termination in accordance with the expiration of the Contract.
- 16.3 Following the termination of the Contract, the Municipality shall be free to re-Contract for the supply of Work with any other Contractor.

17. SETTLEMENT OF DISPUTES

- 17.1 Until this Contract has been terminated by the Municipality or the Term has expired, the Contractor must at all times continue to provide the Work.
- 17.2 If there is a dispute or difference concerning the Work or the interpretation of this Contract then either party may notify the other that it wishes the dispute to be referred to a meeting with the Municipality to resolve, negotiating in good faith.
- 17.3 If after twenty (20) working Days (or such longer period as both parties may agree) of the date of the notice, the dispute has not been resolved, the unresolved dispute shall be referred to and finally settled by arbitration, in which case the parties shall mutually agree on the selection of a single arbitrator within twenty five (25) working Days (or such longer period as both parties may agree) of the date of the notice, who shall be qualified by education and training to pass upon the particular matter to be decided. The arbitrator shall render a decision in accordance with the Terms of the Ontario *Arbitration Act, 1991*, and the then current rules of the ADR Institute of Canada. The arbitration shall be conducted in English. For the purposes of this Contract, the arbitrator's decision shall be binding on the parties.
- 17.4 Each party involved in settling any dispute shall be solely responsible for its own costs and legal fees and the arbitrator shall not be entitled to award the same. The costs and expenses of the arbitrator, but not those incurred by the parties, shall be shared equally, provided the dispute is settled. Should the arbitrator determine that a specific party prevailed, the non-prevailing party shall pay all costs and expenses of the arbitration, but not those of the prevailing party.
- 17.5 Neither party shall be precluded by this Section from taking such steps in relation to court proceedings as either party may deem necessary or desirable to protect its position, which shall normally be limited to issuing or otherwise pursuing proceedings to prevent limitation periods from expiring and applying for interim relief.

18. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

- 18.1 The Contractor represents and warrants to the Municipality that the following are true and correct as at the Effective Date.
 - 18.1.1 The Contractor has full power and authority and has taken all necessary steps to enter into and perform its obligations under this Contract.

- 18.1.2 The execution and delivery of this Contract does not violate any order, writ, injunction, decree, statute, rule or regulation applicable to the Contractor.
- 18.1.3 The Contractor will make its own inquiries and will obtain all necessary regulatory approvals applicable, obtain any necessary permits, including in respect of Waste Management Site, except for those environmental authorizations and permits that may be the responsibility of the Municipality.
- 18.1.4 The Contractor will comply in all respects with all Applicable Laws.
- 18.1.5 The Contractor and all sub-Contractors will hold an Environmental Compliance Approval for a Waste Management system issued by the Ontario Ministry of the Environment from the Commencement Date.
- 18.1.6 The Contractor will use an adequate number of qualified personnel to perform the Work and the Contractor covenants that the Contractor's employees utilized in the provision of Work will possess suitable training, education, experience and skill to perform the Work.
- 18.1.7 The Contractor represents and warrants that the Contractor's personnel assigned to provide the Work shall be fully qualified, with sufficient abilities, skills, knowledge, training, qualifications and experience.
- 18.1.8 The Contractor has reviewed and conducted its own analysis of the information provided by the Municipality.

19. LAW AND JURISDICTION

- 19.1 This Contract shall be considered as a Contract made under the laws of the Province of Ontario and the federal laws of Canada applicable therein and shall be subject to the exclusive jurisdiction of the courts of Ontario to which the parties hereby submit.
- 19.2 This Contract is binding on the Municipality, their successors and assignees and on the Contractor and the Contractor's successors and permitted assignees.

20. COMPLIANCE WITH LAWS & REGULATIONS

- 20.1 The Contractor shall ascertain and at all times shall provide the Work in accordance with all Applicable Laws.
- 20.2 For clarity, the Contractor shall be responsible to inform itself and comply with all Regulations governing the acceptance of Collectible Waste at the Count of Brant Biggars Lane Waste management site, which may be amended from time to time.
- 20.3 In addition to acting in compliance with all Applicable Laws, the Contractor shall behave in an ethical manner having regard for the condition, well-being, and fair treatment of all persons, places and things.

21. ENVIRONMENTAL PROTECTION

- 21.1 The Contractor shall in providing the Work observe good environmental practices and shall comply with any relevant statutes, codes of practice, industry guidance, Municipal environmental policies, if any, and any amendments or modifications thereto.
- 21.2 The Contractor shall ensure in its performance of the Work that it uses where ever possible working methods, Equipment, materials and consumables which minimise environmental damage.

22. HEALTH & SAFETY

- 22.1 The Contractor shall be solely responsible for the compliance by itself, its employees, agents and sub-Contractors of its Health and Safety Obligations. For greater certainty but without limiting the foregoing, the Contractor shall ensure that all staff and/or sub-Contractors are equipped with proper personal protective Equipment at all times in accordance with Applicable Law.
- 22.2 The Contractor expressly agrees to act as the 'constructor' as defined in the *Occupational Health and Safety Act*, R.S.O. 1990, CHAPTER O.1 (the "Occupational Health and Safety Act") and shall be responsible for the construction health and safety of all individuals within the working areas where the Work are provided.
- 22.3 The Contractor shall take all reasonable precautions necessary to ensure the safety of its employees, agents, sub-Contractors, and the general public, particularly children who may play in the area of the Work.
- 22.4 If at any time the Municipal Relationship Manager or a Designated Municipal Official considers, acting reasonably, that the Contractor's Health and Safety Obligations are not being complied with s/he shall instruct the Contractor in writing to take specific steps to secure such compliance and/or to comply with advice or requirements of the relevant health and safety enforcement authority or a proper officer thereof. The Contractor shall implement such instructions forthwith but in any event within twenty one (21) working Days.
- 22.5 If any person is injured (as defined in R.R.O. 1990, Regulation 834 made under the Occupational Health and Safety Act), in addition to complying with the reporting requirements under the Occupational Health and Safety Act, the Contractor shall notify the Municipality immediately, and, in any event, by no later than twelve (12) hours after the injury occurred.
- 22.6 In addition to complying with the reporting requirements under the Occupational Health and Safety Act, the Contractor shall notify the Municipality of any other incident or injury as soon as possible, but, in any event, by no later than five (5) business Days after the incident or injury occurred.

23. WORKPLACE SAFETY AND INSURANCE BOARD (WSIB)

23.1 The Contractor shall be in good standing with the Workplace Safety and Insurance Board and shall furnish the Municipality with satisfactory evidence, in the form of a valid WSIB Clearance Certificate.

- a) Within the timeframe specified in the award letter, and, in any event, prior to the commencement of the Work; and
- b) At any other time during the Term at the request of the Municipality.

24. ACCESSIBILITY

- 24.1 The Government of Ontario has enacted legislation called the *Accessibility for Ontarians* with Disabilities Act, 2005, S.O. 2005, c.11. The Municipality are committed to meeting their obligations under the legislation and to providing goods and services to the public in a manner that respects the dignity and independence of persons with disabilities.
- 24.2 A Regulation was issued under the Accessibility for Ontarians with Disabilities Act, 2005, called "Accessibility Standards for Customer Service for Contracted Work", Ontario Regulation 429/07. This Regulation came into force and effect for public sector organizations on January 1, 2010 and applies to all public sector organizations in Ontario.
- 24.3 Regulation 429/07 requires that all of the Contractor's employees, agents, subcontractors and volunteers that perform Work receive special training about the provision of goods and services to people with disabilities. This training is mandatory, and shall include a review of the purposes of the Accessibility for Ontarians with Disabilities Act, 2005, and the requirements of Ontario Regulation 429/07, as well as instruction about the following matters:
 - a) How to interact and communicate with persons with various types of disability;
 - b) How to interact with persons with disabilities who use an assistive device or require the assistance of a guide dog or other service animal, or the assistance of a support person;
 - How to use Equipment or devices available on the Municipality's premises or otherwise provided by the Municipality that may help with the provision of goods and services to a person with a disability; and
 - d) What to do if a person with a particular type of disability is having difficulty accessing the Municipality's goods or services.
- 24.4 The training shall be provided to each employee, agent, subcontractor or volunteer in the Contractor's business as soon as possible after he or she is assigned to provide the Work. The Contractor shall keep records of the training provided, including dates when the training is provided, the number of employees who received training and individual training records. The Municipality reserve the right to inspect the Contractor's training records. The Contractor agrees to provide the Municipality upon request with the training records within ten (10) business Days.

25. FREEDOM OF INFORMATION

25.1 The parties acknowledge and agree that this Contract and any materials or information provided to the Contractor through the performance of the Work, including the Confidential Information, may be subject to disclosure under the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, ("*MFIPPA*") as amended, or as otherwise required by law.

25.2 The Contractor shall co-operate and assist the Municipality with disclosures under *MFIPPA* and the Municipality shall have the right to determine the manner, timing and Terms under which such disclosure shall be made, except that nothing in this provision shall impose an obligation to disclose information that is not required to be disclosed under *MFIPPA*.

26. LEGISLATIVE CHANGE RISK

- 26.1 If a Qualifying Change in Law occurs or is about to occur, then either party may notify the other to express an opinion on its likely effects, providing details of its opinion of.
 - 26.1.1 any necessary change in the Work;
 - 26.1.2 whether any changes are required to the Terms of this Contract to deal with the Qualifying Change in Law;
 - 26.1.3 whether relief from compliance with any Contract obligation is required during implementation of any relevant Qualifying Change in Law;
 - 26.1.4 any loss of income that may result from the relevant Qualifying Change in Law;
 - 26.1.5 any estimated change in the costs of this Contract that directly results from the Qualifying Change in Law; and
 - 26.1.6 any expenditure that is required or may no longer be required as a result of a Qualifying Change in Law taking effect during this Term, in each case providing full details of any proposed procedure for implementing the resulting change in the Work, confirming to the other party its opinion as to which party should have responsibility for the costs of implementation. Any resulting variation to this Contract Price shall be dealt with in accordance with Section 26.2 below.
- As soon as practicable after receipt of any notification from either party under Section 26.1 above, the parties shall discuss and agree on the issues referred to in Section 26.1, above, and shall review how the Contractor can mitigate the effect of the Qualifying Change of Law, including the following.
 - 26.2.1 providing evidence that the Contractor has used best efforts, including (where practicable) using competitive quotes to oblige its sub-Contractors, if any, to minimise any increase in costs and maximise any reduction in costs;
 - 26.2.2 demonstrating how any expenditure to be incurred or avoided is being measured in a cost effective manner, including showing that when such expenditure is incurred or would have been incurred, any foreseeable Changes in Law at that time have been taken into account by the Contractor;
 - 26.2.3 providing evidence in respect of how the Qualifying Change in Law has affected prices charged by any similar businesses, including similar businesses in which the Contractor's shareholders or Contractor's affiliates carry on business; and

26.2.4 demonstrating that any expenditure that has been avoided, which was anticipated to be incurred to replace or maintain assets that have been affected by the Qualifying Change in Law concerned, has been taken into account in the amount which in either party's opinion has resulted or is required under Section 26.

27. INSURANCE

COMMERCIAL GENERAL LIABILITY INSURANCE REQUIREMENT

The Contractor shall, at their expense obtain and keep in force during the Term of the Agreement, Commercial General Liability Insurance satisfactory to the County of Brant and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to the following.

- (a) A limit of liability of not less than \$3,000,000/occurrence with an aggregate of not less than \$8,000,000;
- (b) Add County of Brant as an additional insured with respect to the operations of the Named Insured;
- (c) The policy shall contain a provision for cross liability & severability of interest in respect of the Named Insured;
- (d) Non-owned automobile coverage with a limit not less than \$3,000,000 and shall include Contractual non-owned coverage (SEF 96);
- (e) Products and completed operations coverage;
- (f) Broad Form Property Damage;
- (g) Contractual Liability;
- (h) Owners & Contractors Protective:
- (i) Hostile fire; and
- (j) The policy shall provide 30 Days prior notice of cancellation

AUTO LIABILITY INSURANCE REQUIREMENT

The Contractor shall, where applicable, at its own expense, obtain and maintain, until the expiry or termination of this agreement, automobile liability insurance covering third party damage and bodily injury (including accident benefits) as may be required by Applicable Laws arising out of any licensed vehicle operated by the Contractor in connection with this Agreement with limits not less than \$3,000,000.

POLLUTION LIABILITY

The Contractor shall carry a Contractor's Pollution Liability Policy, underwritten by an insurer licensed to conduct business in the Province of Ontario for a limit of not less than \$2 million per claim. If there is an aggregate limit, said limit shall not be less than \$4 million per year. The policy shall provide coverage on a gradual release for pollution conditions as a result of the operations performed at the job site. Coverage shall include bodily injury, property damage, clean-up and remediation costs. The Contractor shall purchase at minimum a 1 Year Extended Reporting Endorsement.

- 27.1 The Contractor shall be entirely responsible for the cost of any deductible that is maintained in any insurance policy.
- 27.2 The policies shown above shall be endorsed to provide the Municipality with not less than thirty (30) Days' written notice of cancellation, change or amendment restricting

coverage. However, if for any reason the insurer, on behalf of the Contractor, cannot endorse their policies to provide the Municipality with not less than thirty (30) Days written notice of change or amendment restricting coverage, the responsibility thereof shall automatically transfer to the Contractor and becomes the Contractor's strict obligation to deliver to the Municipality by registered mail with not less than thirty (30) Days' written notice of change or amendment restricting coverage.

- 27.3 The Contractor shall not commence Work under the Contract until such time as evidence of insurance has been completed and filed with and approved by the Municipality.
- 27.4 The Contractor shall provide evidence of the continuance of this insurance at each policy renewal date, and/or following any amendment to the insurance. If required by the Municipality, the Contractor shall provide 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 Work.
- 27.5 If the Contractors fails to maintain insurance as required by this Contract the Municipality shall have the right to provide and maintain such insurance and give evidence to the Contractor. The Contractor shall pay the cost thereof to the Municipality on demand or the Municipality may deduct the cost from the amount which is due to or may become due to the Contractor.
- 27.6 All policies shall apply as primary and not as excess of any insurance available to the Municipality.
- 27.7 If requested, the Contractor shall provide the Municipality with a letter from their insurance provider confirming the Contractor's ability to meet the insurance requirements as set out in this Contract.
- 27.8 The Contractor shall include the Municipality as co-insured.

28. COMMERCIAL VEHICLE OPERATING REGISTRATION (CVOR)

- 28.1 The Contractor shall provide to the Municipality a copy of the Contractor's CVOR Abstract at each Anniversary Date during the Term.
- 28.2 The CVOR safety performance and rating issued by the Province will be monitored by the Municipality to evaluate the safety performance of the Contractor.
- 28.3 The Contractor shall maintain its rating equivalent to or better than "Satisfactory" at all times during the Term of the Contract. If at any time, the Contractor holds a CVOR rating of less than "Satisfactory", the Contractor shall advise immediately the Municipality. For greater certainty, the Contractor shall immediately advise the Municipal Designated Official upon receiving a CVOR Abstract rating of "Conditional" or "Unsatisfactory" under the Ministry of Transportation's Carrier Safety Rating Program;
- 28.4 A Contractor that has been downgraded to an unacceptable CVOR record status shall only be permitted to operate their vehicles if all of the following conditions are satisfied.

- a) Within ten (10) Days of receiving the rating, the Contractor shall produce a plan confirming that drivers and vehicles safety programs are in place to ensure full compliance with the Highway Traffic Act and National Safety Code, which shall be approved by the Municipal Relationship Manager; and
- b) The Contractor has achieved a Satisfactory, Satisfactory Unaudited or Excellent Safety Rating under the Ministry of Transportation's Carrier Safety Rating within eighteen (18) months of the date the plan is submitted to the Ministry of Transportation or in the sole opinion of the Municipality, show improvement in the Carrier's Safety Rating over the Term of the Contract by reducing the Carrier's accidents, detentions and convictions.
- 28.5 Where a Contractor fails to achieve the Performance Criteria outlined above, the Municipality may at their sole discretion, apply Liquidated Damages or cancel the Contract and the Contractor forfeits their performance security due to non-performance.
- 28.6 It shall be the Contractor's responsibility to monitor hours of Work for compliance with CVOR and Ministry of Labour Regulations, in addition to any other Applicable Laws.

29. CONTRACTOR'S INDEMNITY

- 29.1 Notwithstanding anything to the contrary in this Contract, the Contractor shall accept full responsibility for and shall release, and indemnify on demand and save harmless the Municipality from and against all liability for the following.
 - 29.1.1 all actions, claims, demands, costs, fines, damages, charges, losses and expenses (including legal costs on a full indemnity basis), which may arise out of or in consequence of the performance or non-performance by the Contractor (including its agents and subcontractors) of its obligations under this Contract, or the presence of the Contractor (including its agents and subcontractors) in any premises or property belonging to the Municipality; and
 - 29.1.2 all actions, claims, demands, costs, fines, damages, charges, losses and expenses (including legal costs on a full indemnity basis), which are related to or are caused by the negligence or wilful misconduct of the Contractor and which, for certainty, shall include all actions, claims, demands, costs, charges, losses and expenses related to bodily injury, death and loss or damage to property.
- 29.2 Such indemnity shall not apply to any action, claim, demand, cost, charge, loss and expense to the extent that such action, claim, demand, cost, charge, loss and expense is caused by any negligent act, wilful misconduct, error or omission, default, breach of warranty or misrepresentation of the Municipality.

30. FORCE MAJEURE

30.1 In the event of an Act of God or Force Majeure (which shall be limited to acts of government, fire, tempest, acts of war, including terrorist acts, and related matters which are both beyond the control of the Contractor and are such that the Contractor with the application of all due diligence and foresight could not prevent) which causes the cessation of or substantial interference with the performance of the Work, the duty of the Contractor to perform the Work so affected shall be suspended until such circumstances

have ceased. The period of suspension shall commence upon receipt and approval of a formal written notice from the Contractor to the Municipality which explains the cause and probable duration of the event. The Municipality shall not be liable to make any payment to the Contractor in respect of such suspension and any such sum already paid in respect of any part of the Service not yet performed shall be held to the credit of the Municipality and returned to the Municipality.

- 30.2 For the avoidance of doubt, it is hereby expressly agreed that industrial relations difficulties, change of law, change in currency, failure to provide adequate premises, Equipment, materials, consumables and/or staff or similar matters are not to be considered as events of Force Majeure or Acts of God.
- 30.3 The Contractor acknowledges that the Municipality is subject to the Waste Diversion Act, 2002, (SO 2002, c6) and Provincial Blue Box Program Plan (BBPP), which are outside the control of the Municipality. Repeal, replacement or amendment of either, the WDA and/or BBPP may change the operation of any Contract awarded under this RFP sufficiently to be classified, in the sole discretion of the Municipality, as a "Force Majeure" event.

31. AUDIT RIGHT OF MUNICIPALITY

- 31.1 The Municipality may arrange for periodic audits of the Contractor's performance throughout this Term for the purpose of verifying that the Contractor is performing all of the Work, in compliance with the requirements and obligations set out in this Contract.
- 31.2 The Contractor shall co-operate fully and in a timely manner with any reasonable request for any audit by the Municipality (whether conducted by internal or external auditor), including providing access to Work sites, and shall provide documents, or procure the provision of documents, relating to the Work.
- 31.3 Where an audit determines that the Contractor has not complied with any requirement or obligation of this Contract, the Contractor shall immediately remedy such non-compliance at its own expense and acknowledges that the Municipality may exercise any right in connection with this Contract. Should the Contractor fail to remedy any part of the non-compliance, the Municipality may make alternative arrangements for rectification and any expense(s) incurred by the Municipality shall be paid by the Contractor within ten business Days' following receipt of an invoice.
- 31.4 Where an audit determines that the Contractor has not complied with any requirement or obligation under this Contract, the Contractor shall reimburse the Municipality for the cost of conducting such audit and the Municipality shall be entitled to deduct the cost of such audit from invoices submitted by the Contractor to the Municipality.
- 31.5 Where an audit determines that the Contractor has complied with all requirements or obligations under this Contract, the cost of conducting such audit shall be assumed by the Municipality.

32. ASSIGNMENT AND SUB-CONTRACTING

- 32.1 The Contractor shall not assign, sub-Contract or create any third party interest in this Contract without the prior written consent of the Municipality, which consent the Municipality shall be entitled to unreasonably withhold.
- 32.2 Such consent (if given) shall not relieve the Contractor from any liability or obligation under this Contract and the Contractor shall be responsible for the acts, defaults or neglect of any sub-Contractor or its agents or employees in all respects as if they were the acts, defaults or neglect of the Contractor or its agents or employees, notwithstanding that the Municipality may require as a condition of giving any consent to sub-Contract a direct warranty and undertaking from the sub-Contractor concerning the provision of the Work and compliance with this Contract in all respects.
- 32.3 The Municipality reserve the right to impose such conditions as they see fit in giving any consent pursuant to this provision. Such conditions may include payment to the Municipality of such reasonable administrative and legal costs as may be incurred by the Municipality and/or the posting of such additional security as the Municipal may consider appropriate.

33. SALE OR TRANSFER OF OWNERSHIP

- 33.1 In the event, the Contractor sells, transfers or relinquishes, whether voluntarily or by operation of law, his ownership interest in the corporation, partnership or proprietorship identified under this agreement, this Contract shall terminate and the Contract Security is forfeited by the Contractor to the Municipality to obtain a new Contract, unless prior written consent has been granted by the Municipality. Such written consent, however. shall not under any circumstances relieve the Contractor of his/her liabilities and obligations under the Contract, and shall be within the sole and unfettered discretion of the Municipality and may be unreasonably withheld. Contractor shall promptly notify the Municipality of any actual or proposed change in, transfer of or acquisition by another party of control of said corporation, partnership, or proprietorship. For purposed of this Contract, the word "control" as used herein is not limited to major stockholders but includes actual working control in whatever manner exercised. Any approval by the Municipality of transfer or ownership or control shall be contingent upon the prospective controlling party becoming a signatory to this Contract and otherwise complying with all the Terms and conditions herein. No sale, transfer, or acquisition by another party of control of said corporation, partnership, or proprietorship shall be approved unless the perspective controlling party is considered a responsible Contractor and submits a performance security satisfactory to the Municipality and in the amount specified under this Contract.
- 33.2 No sale, transfer, or acquisition by another party of control of said corporation, partnership, or proprietorship shall be approved unless the prospective controlling party submits all documentation as required by the Municipality. In addition, the Contractor shall provide the Municipality with a written transition plan.
- 33.3 The Municipality reserve the right to impose such conditions as they see fit in giving any consent pursuant to this provision. Such conditions may include payment to the Municipality of such reasonable administrative and legal costs as may be incurred by the Municipality

34. SERVICE OF NOTICES

Name: Title:

| О -Т. | SERVICE OF NOTICES |
|-----------------|---|
| 34.1 | All notices under this Contract shall be in writing and all certificates, notices or written instructions to be given under the Terms of this Contract shall be served by sending the same by e-mail, registered mail, or by hand, leaving the same at the following. |
| | If to the Contractor: |
| | [insert address] |
| | If to the Municipality: |
| | [insert address] |
| 34.2 | Either party to this Contract (and either representative) may change its nominated address by prior notice to the other party. |
| 35. | SEVERABILITY |
| 35.1 | If one or more of the provisions of this Contract are to any extent invalid or unenforceable under any Applicable Law, the remainder of this Contract shall not be affected and shall remain valid and enforceable to the fullest extent permitted by Applicable Law. The invalid provision shall be deemed replaced by that legally valid provision which most closely approximates the objectives of the original provision to the fullest extent allowed by law. This Contract is effective on the date first written above. |
| THE C | ORPORATION OF THE COUNTY OF BRANT |
| Per: | |
| Name: | |
| Title: | |
| Per: | |
| Name: | |
| Title: | |
| THE C | ONTRACTOR (INSERT COMPANY NAME) |
| Per: | |
| Name: Title: | |
| Per: | |

SCHEDULE 1 SCOPE OF WORK

TO BE INSERTED FROM THE REQUEST FOR PROPOSAL

SCHEDULE 2 PRICING

[COMPLETED PRICING TABLES FROM THE REQUEST FOR PROPOSALS TO BE INSERTED]

SCHEDULE 3 FORM OF CERTIFICATE OF INSURANCE To be inserted

SCHEDULE "G" Agreement for the Transfer of Digital Data



AGREEMENT FOR THE TRANSFER OF DIGITAL INFORMATION

| THIS A | AGREEMENT is made effective as of | |
|--------|--|-----------------------|
| | (Day, Month, Year | -) |
| BETV | VEEN: | |
| | THE CORPORATION OF THE COUNTY OF BRANT (hereinafter referred to as the "County") | |
| AND: | | (Insert Company Name) |
| | Hereinafter referred to as the "User." | |

WHEREAS the User has requested use of digital Information owned by the County;

AND WHEREAS the County has agreed to transfer to the User a copy of the requested digital information as set out in Schedule A,

Hereinafter referred to as the "Digital Information."

NOW THEREFORE, the parties hereby agree as follows:

- 1. The County will provide the User with the digital information as set out in Schedule A.
- 2. The User agrees to use the information solely for their own internal use, for the period of time and for the purpose identified in Schedule B (hereinafter referred to as the "Project", and subject to the terms and conditions hereinafter set forth.
- The User acknowledges that the Digital Information, which has been prepared or published by the County, and agrees that the Digital Information shall only be used for the purpose of the Project.
- 4. The User may make a copy of the Digital Information for the purpose of backup only, and shall not use the backup copy except in the event that the primary copy is damaged, destroyed, or lost. If the User wishes to make any additional copies of the Digital Information for internal use or for use in another project outside the scope of this agreement, authorization for such secondary copies must be obtained from the County prior to any copies being made.
- The User shall not alter or otherwise duplicate or distribute the Digital Information in whole or in part, in any form or format whatsoever without the prior written permission of the County.

6. The User shall not lend, sell, transfer or license the Digital Information or otherwise assign any rights under this Agreement to any third party without the prior written permission of the County.

The User will release and hold harmless the County, their officers, servants and agents against any claims, demands, losses and damages arising from or attributable to the provisions of or use of the Digital Information. The User agrees that the Digital Information that is made available by the County is provided as such on an "as is" basis without any other warranties, representatives or conditions of merchantable quality, fitness for a particular purpose, or those arising by law or by statute. The entire risk as to the results and performance of the Digital Information is assumed by the User accepting the Digital Information, including without limitation, the risk as to whether or not the Digital Information contains bug errors and/or other problems that could cause system failures.

This agreement shall be in effect for the duration of the Project as specified in Schedule B. If no termination date is specified in Schedule B, this agreement will be in effect until terminated by the County by written notice.

Upon termination of the agreement, the User shall provide to the County a copy of any information developed during the Project from the Digital Information (regardless of format) and the information so provided shall become the property of the County. Further, upon termination of the agreement, the User shall delete the Digital Information and provide written notification to the County confirming that the Digital Information has been deleted as required.

Any Notice required under the terms of this agreement shall be in writing and shall be delivered by email, postage-prepaid envelope, personal delivery or facsimile and shall be addressed as indicated below:

| To the | County at: County Of Brant c/o GIS Coordinator 66 Grand River St. N. Paris, ON N3L 2M2 |
|--------|--|
| | To the User at: |
| | |
| | |
| | |
| | |

The parties may change such addresses by notice in writing delivered to the other in accordance with this paragraph.

Notices shall be deemed to have been given:

- (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or,
- (b) in the case of personal delivery or facsimile, email, one (1) Business Day after such notice is sent in accordance with this paragraph.

In the event of a postal disruption, notices must be given by personal delivery or by facsimile or email. Unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this section.

The User shall appoint a designated Technical Administrator for the purposes of this agreement. The Technical Administrator shall maintain a written inventory of all copies of all files of the Digital Information, which shall be open to inspection at the request of the County or a duly authorized representative.

| The designated Technical Administrator is, | | | | | |
|--|--|--|--|--|--|
| Name | | | | | |
| | | | | | |

The Agreement shall be interpreted in accordance with the laws in force in the Province of Ontario, Canada.

| | TNESS WHEREOF this Agreement has been executed our prized representative and on behalf of the User by an authorized representative and on behalf of the User by an authorized representative and on behalf of the User by an authorized representative and on behalf of the User by an authorized representative and on behalf of the User by an authorized representative and on behalf of the User by an authorized representative and on behalf of the User by an authorized representative and on behalf of the User by an authorized representative and on behalf of the User by an authorized representative and on behalf of the User by an authorized representative and on behalf of the User by an authorized representative and on behalf of the User by an authorized representative and on behalf of the User by an authorized representative and on behalf of the User by an authorized representative and on behalf of the User by an authorized representative and on behalf of the User by an authorized representative and on behalf of the User by an authorized representative and on the User by an authorized representative and on the User by a second representative and the User by | |
|---------|---|---|
| User | | _ |
| Signati | ure | |
| Date: | (Day, Month, Year) | |
| | Name | |
| | Title I have the authority to bind the corporation. | |
| THE | CORPORATION OF THE COUNTY OF BRANT | |
| Signa | iture: | |
| Date: | (Day, Month, Year) | |
| | Name | _ |
| | Title I have the authority to bind the corporation. | |
| Two | signed copies of this Agreement are to be returned to: | |
| | County Of Brant c/o GIS Coordinator 66 Grand River St. N. Paris, ON N3L 2M2 | |

SCHEDULE A

DIGITAL DATA TRANSFER FORM

| Project: Processin | PW-RFP-16-12 | Request | for | Proposal | for | Solid | Waste | Collection | and | Recycling |
|-----------------------------|---|--------------|--------|-------------|-----|-------|-------|------------|-----|-----------|
| FIOCESSII | <u>19</u> | | | | | | | | | |
| Agreemer Agreemer | nt: nt for the Transfe | er of Digita | ıl Inf | ormation to | 0 | | | | | |
| Recipient | : | | | | | _ | | | | |
| Address: | | | | | | _ | | | | |
| Phone#: | | | | | | _ | | | | |
| Email: | | | | | | _ | | | | |
| □ ES | es Transferred: SRI GeoDatabase SRI Shape File* | e | | | | | | | | |

The below list notes describes the GIS layer and provides the file name in Brackets.

Data Layers Requested:

- Lot Lines/Assessment Parcel (AssessmentParcel)
- Footprint outline of Buildings (Building_Footprint)
- County of Brant Boundary excluding City of Brantford/Brant Boundary Negotiations Boundary

(County_of_Brant_BND)

- City of Brantford/Brant Boundary Negotiations Boundary (Boundary_Negotiations)
- Location Identifier (Location_Identifier)
- Urban Collection Areas (PW_URBAN_COLLECTION_AREAS)
- Existing Recycling Collection Areas (PW_RECYCLING_COLLECTION)
- Existing Collection Day Areas (PW_WASTE_COLLECTION)
- Right of Ways (ROW)
- Settlement Boundaries (Settlement_Boundaries)
- Street Centre Lines (Street_Centreline)

COUNTY OF BRANT

| County of Brant Staff |
|-----------------------|
| |
| Signature |
| (Day, Month, Year) |
| Day, Month, Tear) |
| Recipient |
| |
| Signature |

(Day, Month, Year)

Transfer Medium: County of Brant FTP Site

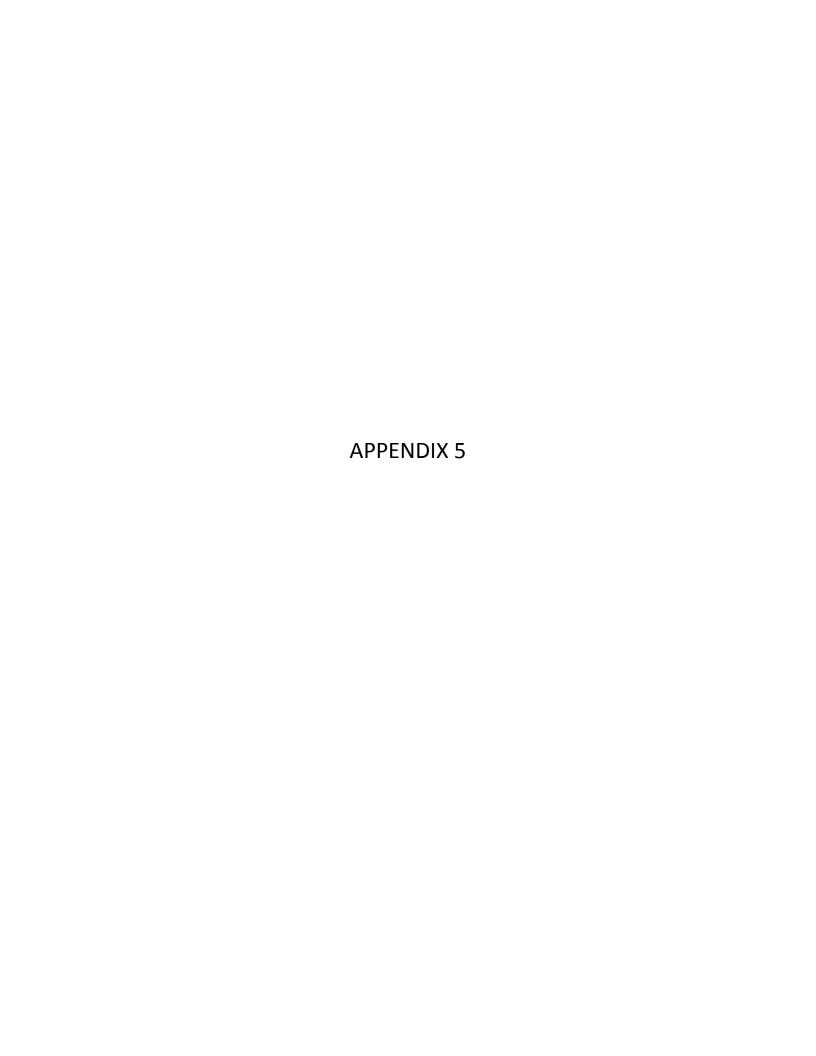
SCHEDULE B

PROJECT DESCRIPTION AND DURATION

The request for proposal PW-RFP-16-12 is being issued to select a proponent who can provide services to collect and transport residential and commercial Collectible Waste and/or process and market Recyclable Material.

Duration

Request for Proposal PW-RFP-16-12 was released on December 1, 2016 at 8:30 AM and closes on January 26, 2017 at 1:00 PM.





PW-RFP-16-12 SOLID WASTE COLLECTION AND RECYCLING PROCESSING SERVICES

ADDENDUM #1

TO THE REQUEST FOR PROPOSALS DOCUMENTS

(Addendum issued December 16, 2016)

This addendum shall form a part of the request for proposal documents for the above noted project and shall be read in conjunction with the request for proposal documents. This addendum shall form part of the original request for proposal documents issued previously.

CLARIFICATION:

Question 1: I have reviewed your request for proposal for solid waste and recycling collection services and note that you are evaluating a contractors CVOR record by a simple pass fail system. We ask that you reconsider this decision as we feel it is not in the best interest of the municipality.

The evaluation of the CVOR will be revised as follows; A copy of the Answer: bidders Carrier CVOR Abstract (Level I) is to be submitted with each proposal. If a Carrier has a Conditional CVOR Rating they must also submit detailed information explaining why a Conditional Rating has been given to the bidder and an action plan outlining how the bidder is planning to obtain a Satisfactory or better rating. The CVOR evaluation will be given a score out of 10 and will be scored as follows; Excellent Rating = 10 points, Satisfactory Rating = 8 points and Conditional Rating will be given a score between 0 and 5 depending on the evaluation of the review of the submitted information explaining the Conditional Rating and the action plan outlining how they are planning to obtain a Satisfactory or better rating. The CVOR score achieved will be added to the technical proposal evaluation score, therefore the total points available for the technical proposal evaluation will be 110 points and only submissions achieving a minimum score of 77 of 110 on their technical proposal will have the cost proposal opened.

Question 2: Would the County of Brant accept separate bids for Waste Collection and for the Recycling Processing?

Answer: Yes, Schedule C of the RFP states that Proponents may bid on either collection services, or processing and marketing services, and/or both services.

Question 3: Would the County consider a bid that extended the distance of the MRF to 100 miles?

Answer: No. However, the County would accept a MRF greater than 100 km if the Proponent has a transfer station within 100 km to accept the County's recyclable material.

Question 4: Would the County accept an annual renewable bond as opposed to the requested seven year term?

Answer: Yes. The Proponent may revise the wording of their Agreement to Bond submission letter to replace the term "multi-year Performance Bond" with "annual renewable Performance Bond".

Question 5: We would like to know if an insurance certificate is required with our submission or it has to be submitted if we are awarded the contract?

Answer: Submitted upon award of the contract

Issued by (Signature):

Position:

Solid Waste/Wastewater Operations Manager

Date:

Friday, December 16, 2016

Please attach the complete Addendum #1, pages 1 to 3, to the <u>FRONT</u> of your Proposal.

I recognize and accept this Addendum to PW-RFP-16-12 Sold Waste Collection and Recycling Processing Services..

| Signature: | |
|-----------------------|--|
| Date: | |
| Witness: | |
| Date: | |
| | |
| | |
| Addendum received by: | |
| Company Name: | |
| Address: | |
| Postal Code: | |
| | |

Note:

If the Addendum is received by or on behalf of any Corporation, it must be signed in the name of such Corporation by someone who has authority to bind the Corporation.

If the Addendum is submitted by or on behalf of any Partnership, it must be signed in the name by someone who has authority to bind the partnership and witnessed.

If the Addendum is not being submitted on behalf of a Corporation, the signature must be witnessed.



PW-RFP-16-12 SOLID WASTE COLLECTION AND RECYCLING PROCESSING SERVICES

ADDENDUM #2

TO THE REQUEST FOR PROPOSALS DOCUMENTS

(Addendum issued December 21, 2016)

This addendum shall form a part of the request for proposal documents for the above noted project and shall be read in conjunction with the request for proposal documents. This addendum shall form part of the original request for proposal documents issued previously.

CLARIFICATION:

Question 1: The List of Acceptable Recyclable Material includes empty metal aerosol cans. Unless these containers are decommissioned, they are significant fire hazards in a MRF and have caused many fires in our industry. Please modify the list to state that the empty metal aerosol cans must be decommissioned. Otherwise, these materials should be excluded from the list.

Answer: The County instructs residents to place only empty containers out for collection, list will be updated prior to start of new contract.

Question 2: Is there a limit on the quantity of bulk placed at the curbside in either collection scenario (call-in or Annual event style)?

Answer: No, but the items must be bulky items as per the definition in Schedule F.

Question 3: What is the age restriction of spare trucks?

Answer: There is no age limit for spare trucks however, the contract requires all trucks, and including spares must meet the Ontario Ministry of Transportation standards and regulations.

Question 4: Will the County of Brant allow mixing of Leaf & Yard and Single Stream Organics if the contractor has a facility that would result in savings for the County?

Answer: Yes.

Question 5: What will the process be if Single Stream Organics are rejected at the contractor's site due to contamination in the totes that is at the bottom or middle of the material in the curbside totes

Answer: Once the Contractor collects the material, they are responsible for the material and to ensure that it is composted at an MOECC licensed facility.

Question 6: Information to Proponents: Commodity Prices Section 3.4.9 and Section 3.4.11 County is only willing to pay 20% of a negative market price; however glass and other products (now and in the future) are already at a negative price. Since the County requires that these products be collected and processed and sold rather than be used as landfill material will they are excluded from the 20% ceiling? Otherwise, the County is placing an unfair burden on the contractor due to commodity market fluctuations and structural end market challenges in Ontario that is has no control over.

Answer: There will be no change to Sections 3.4.9 and Section 3.4.11.

Question 7: Clause 27.8 - County of Brant cannot be a 'co-insured' on the CGL or Automobile policies as per insurance regulations/rules. The County can only be added as an Additional Insured under the CGL policy. Please amend this clause.

Answer: Revise clause 27.8 to read "The Contractor shall include the Municipality as an Additional Insured on the policy".

Question 8: Insurance - Section 2.23 (a) Does a policy that includes CGL and Umbrella that together meet the limits for per occurrence and aggregate meet the county's requirement?

Answer: Yes

Question 9: Insurance 2.23 (e) through (i) are vague. We require further definition for these points so we know that we have sufficient coverage on our insurance certificate. What are the coverage limits for each point (e) through (i) as detailed in the CGL and Auto policy.

Answer: Items (e) through (i) are endorsements to the CGL that would not have separate limits. Item (e) Products and completed operations coverage includes all bodily injury and property damage occurring away from premises you own or rent and arising out of your work except products that are still in your physical possession or work that has not yet been completed or abandoned. Item (f) Broad Form Property Damage - eliminates the exclusion of property under the

care of the insured. Item (g) Contractual Liability - coverage for the named insured's liability that is created when it assumes, in a written contract, the financial consequences of another's negligent acts or omissions that results in bodily injury or property damage to a third party. Item (h) Owners & Contractors Protective - covers the named insured's liability for bodily injury and property damage caused by an independent contractor's work for the insured. Item (i) Hostile fire - because pollution events are generally excluded, this endorsement gives back coverage for injury or damage caused by pollution resulting from a hostile fire. The Bidder is suggested they speak to their own insurer or broker as to whether they have this coverage or requires clarification since they are standard insurance industry terms.

Question 10: Schedule 3 of the contract provides for the Form of Certificate to be attached as part of the contract. Can the County provide that form so the bidders can make sure it is acceptable to the insurance providers?

Answer: Schedule 3 is a placeholder for the copy of the successful Contractor's insurance certificate which is to be supplied to the County shortly after award of the Contract.

Question 11: Price Escalation - Section 2.25 - it states "firm until the second anniversary date of the Contract commencement". Can the County confirm the dates of the increases? The first increase will not take place until year 3? What is the base year for the escalation?

Answer: The price escalation will commence on the second anniversary date of the Contract for the pricing moving forward into the 3rd year of the contract. The base year will be the second Contract year.

Question 12: Scope of Work – Section: 3.1.13 - What is the cost of replacement containers that the County will charge?

Answer: The County will charge the Contractor the cost, approved by Council via the Fee and Charges Bylaw on the date the box is purchased from the County. The current approved cost is \$6 (taxes included).

Question 14: Yard waste in plastic bags. If directed to pick up the items by the Designated Municipal Official, will the County be responsible for any contamination charges added to the tipping fees?

Answer: The County requires residents to place yard waste in paper bags or open containers for collection.

Question 15: What is the current budget/cost for both diversion and then collection for each of the streams?

Answer: In 2015, the cost to collect this waste was \$1.67 million, \$794,000 for garbage collection; \$826,000 for the collection and processing of recyclables and \$58,000 for the seasonal collection of leaves and Christmas trees.

Question 16: How many trucks are on each of the streams or total number of trucks for all current collection?

Answer: The Contractor is responsible to ensure a sufficient number of trucks are used to meet the Contract requirements. The number of trucks used by the current Contractor fluctuates typically between 5 and 6 trucks for the garbage and recycling services.

Question 17: Under schedule "D" page 3, a total stop count 14870. Below is listed a separate urban stop house count. I take it the 8470 urban count is part of the 14870 total count?

Answer: Correct, however this is only an estimated number.

Issued by (Signature):

Position: Solid Waste/Wastewater Operations Manager

Date: Wednesday, December 21, 2016

Please attach the complete Addendum #2, pages 1 to 5, to the **FRONT** of your Proposal.

I recognize and accept this Addendum to PW-RFP- 16-12 Solid Waste Collection and Recycling Processing Services.

| Signature: | | | | |
|-----------------------|----------|------|-----------------|-------------|
| Date: | | | | |
| Witness: | | | | |
| Date: | | | | |
| | | | | |
| Addendum received by: | ···· | | | |
| Company Name: | | | | |
| Address: | | | | |
| Postal Code: | | | | |

Note:

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PW-RFP-16-12 SOLID WASTE COLLECTION AND RECYCLING PROCESSING SERVICES ADDENDUM #3

TO THE REQUEST FOR PROPOSALS DOCUMENTS

(Addendum issued December 22, 2016)

This addendum shall form a part of the request for proposal documents for the above noted project and shall be read in conjunction with the request for proposal documents. This addendum shall form part of the original request for proposal documents issued previously.

CLARIFICATION:

Question 1: If we are the incumbent, can we list the County of Brant as a reference?

Answer: Yes

Question 2: Referencing Table 1, Section 5 titled "Proposed Staff" subsection C (iii) - Can you please specify which positions for MRF Staff the County wants included?

Answer: Senior staff, managers, supervisors.

Question 3: Referencing Table 1, Section 5 titled "Proposed Staff" subsection E – is the county looking for labour contracts for the Brant County area only?

Answer: Labour contracts that are in place for any of the Contractor's workforce that would be involved in the work the Contractor would carry out for the County of Brant Contract.

Question 4: Referencing Table 1, Section 9 titled "Facilities" it states "Address the sustainability of the proposed facilities..." We feel this is a broad statement since sustainability encompasses my things such as environmental, economic, etc. Can the county please define sustainability?

Answer: The wording "Address the sustainability of the proposed facilities" is removed from Table 1, Section 9.and replaced with "Provide the"

| Issued by (Signature): | In De |
|-------------------------------------|--|
| Position: | Solid Waste/Wastewater Operations Manager |
| Date: | Thursday, December 22, 2016 |
| Please attach the comp Proposal. | plete Addendum #3, pages 1 to 2, to the <u>FRONT</u> of your |
| I recognize and accept th | is Addendum to PW-RFP- 16-12Click here to enter text |
| Signature: | |
| Date: | |
| Witness: | |
| Date: | - |
| Addendum received by: | |
| Company Name: | |
| Address: | |
| Postal Code: | |

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PW-RFP-16-12 SOLID WASTE COLLECTION AND RECYCLING PROCESSING SERVICES

ADDENDUM #4

TO THE REQUEST FOR PROPOSALS DOCUMENTS

(Addendum issued December 30, 2016)

This addendum shall form a part of the request for proposal documents for the above noted project and shall be read in conjunction with the request for proposal documents. This addendum shall form part of the original request for proposal documents issued previously.

CLARIFICATION:

Question 1: Schedule E AVL (GPS) Requirements Clause xiv – please confirm it is seven working days.

Answer: Yes.

Question 2: Schedule E AVL (GPS) Requirements Clause xvii second bullet point and Reporting Functions Vehicle subsection a Vehicle Event - re compaction cycles. Since trucks now packs continuously, which can amount to thousands of compaction cycles per day per truck, please confirm if this type and amount of information is still required by the County given the significant volume?

Answer: Compaction Cycle information is not required via the AVL system.

Issued by (Signature):

Position: Solid Waste/Wastewater Operations Manager

Date: Friday, December 30, 2016

Please attach the complete Addendum 4, pages 1 to 2, to the <u>FRONT</u> of your Proposal.

I recognize and accept this Addendum to PW-RFP- 16-12.

Signature:

Date:

Witness:

Date:

Addendum received by:

Company Name:

Address:

Postal Code:

Note:

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PW-RFP-16-12 SOLID WASTE COLLECTION AND RECYCLING PROCESSING SERVICES ADDENDUM #5

TO THE REQUEST FOR PROPOSALS DOCUMENTS

(Addendum issued January 12, 2017)

This addendum shall form a part of the request for proposal documents for the above noted project and shall be read in conjunction with the request for proposal documents. This addendum shall form part of the original request for proposal documents issued previously.

CLARIFICATION:

Question 1: Cost proposal submittal Form 1 asks the Contractor to indicate whether their proposal is for Single Stream or Two Stream Recycling. Can they submit a sheet for both?

Answer: Yes however, the County anticipated the Contractor would only submit its most cost effective system for Cost Proposal Submittal Form 1.

Question 2: Cost proposal submittal Form 1a is this for single stream or dual stream?

Answer: Cost Submittal Form 1a relates to the recycling system the Contractor proposes for their Cost Submittal Form 1.

Question 3: Cost Proposal submittal Form 2a does not request a cost per tonne for Every Other Week Single stream for a MRF within 50 km, yet it asks for the cost if it is greater than 50 km. Please clarify.

Answer: Cost Submittal Form 2 requests a cost to collect and transfer Every Other Week Single Stream Recyclable Material to a Third Party MRF within 50km of the Town of Paris settlement boundary.

Question 4: Cost proposal submittal Form 1 asks the Contractor to indicate whether their proposal is for Single Stream or Two Stream Recycling, yet Cost proposal submittal Form 2a asks for collection based on single stream and dual stream. Does the contractor need to provide pricing for both?

Answer: The Proponent does not need to provide pricing for both a single and two stream recycling system for Cost Proposal Submittal Form 1.

Question 5: Fall Leaf Collection / Christmas Tree Collection / Yard Waste (provisional) Contractor is responsible for tipping fees. Would the County consider breaking out the cost for collection and disposal separately so they can do a proper comparison between submissions?

Answer: No.

Question 6: Cost proposal submittal Form 6. Collection and disposal of Bulky Waste. Contractor is responsible for disposal of white goods and metal and the county pays for disposal of the remainder at Biggar's Lane Landfill? Do the tonnage numbers include white goods and metal

Answer: The County has not provided a Bulky Waste collection service in the past. The tonnage indicated in the Cost Proposal Submittal Form is an estimate only for the purpose of the County's evaluation. The Proponents should not rely on tonnages indicated in the Cost Submittal Forms for the collection of Bulky Waste.

Question 7: Evaluation Criteria, Page 41, Item 11 (ii) "High level proposed route maps based on the collection schedule": Does the residential maps have to be included in our submittal or just an explanation of how we are going to provide them if awarded?

Answer: Either will be accepted.

Question 8: Evaluation Criteria, Page 38, Item 8, number 17: Please clarify which months do the County want regarding "current commodity prices received by buyer or broker". Do they want November 2016? Can the County also clarify if these prices should be FOB MRF or FOB buyer (i.e. net of transportation costs to end market).

Answer: The most current. The Proponent should indicate whether prices are FOB MRF or buyer.

Question 9: Referring to 3.4.10 If we are bidding on the collection of recyclables only who is responsible for contamination requirements?

Answer: The collection Contractor.

Question 10: On Page 43 of the RFP, Section 4.5 Evaluation Criteria – how is the Pricing Score calculated?

Answer: Lowest price proposal submitted from all bidders + proponent's proposal price × 60=Pricing Score

Question 11: If choosing to only bid Proposal form 2 in schedule C and therefore only collecting recyclables, not processing and marketing the materials, how will the weight values of the evaluation criteria be modified? In particular reference to section 4 Submission Requirements, table 1: Company Capabilities and Credentials, #8-Recycling Material Processing/Marketing as it would not be relevant to the bid submission.

Answer: Item 8 - Recycling Material Processing/ Marketing will not be evaluated for submissions for Cost Proposal Submittal Form 2.

Question 12: What is the current rebate arrangements for the recycling revenues?

Answer: The Contractor retains 100% of the revenue generated from the sale of recyclable material.

Question 13: Where are household organics currently being hauled to?

Answer: The County does not currently provide a SSO program.

Question 14: Where is yard waste currently being transferred and disposed?

Answer: The County does not currently provide a Yard Waste program. Christmas Trees and Leaves collected under the current contract have been disposed of at Try Recycling by the current contractor.

Question 15: Do the vehicles for the Bulk Waste and Leaf and Yard Waste collection need to be new?

Answer: No.

Question 16: Section 3.5.1 - it states three times during the fall – does this mean we are only three times in the two month period?

Answer: The contract will provide leaf collection to each eligible property on three occasions. Collections will be scheduled over the months of October to December, to the satisfaction of the Designated Municipal Official. The Contractor will be allowed to schedule the collection of leaf waste on Saturday or on the collection Day for the areas if they chose to do so.

Question 17: Is the average tonnage of all waste streams collected per day for the past year available?

Answer: The available program tonnage information can be found in SCHEDULE "D" COUNTY OF BRANT WASTE MANAGEMENT PROGRAM INFORMATION of the RFP.

Question 18: In Addendum 2 it states that the current Contractor fluctuates typically between 5 & 6 trucks for the garbage and recycling services. Can you please clarify if this is 5 to 6 trucks covering both collection streams or do they use 5 to 6 trucks to collect waste and another 5 to 6 trucks for recycling?

Answer: 5 to 6 trucks is for the Garbage and Recycling collection streams.

Question 19: If utilizing a two-stream recycling collection program would residents have a blue box for containers and a grey box for fibre material? Will it be the responsibility of the resident or the contractor to sort the material at the curbside?

Answer: For a 2 stream recyclable material program it is anticipated that residents would be required to separate their material into separate collection containers to be brought to the curb for collection i.e. recyclable container material would be placed at the curb in one container and fibre material into another.

Question 20: Does the County have an idea on the participation rate of recycling (setting out of blue boxes) collection across the County?

Answer: No

Question 21: Would the County consider extending the closing date?

Answer: No

Question 22: Page 136 of the RFP (page 7 in Schedule G) pdf document indicates that the RFP closes on January 26, 2017 at 1:00 pm, while the SCHEDULE "A" – TECHNICAL PROPOSAL SUBMITTAL FORM indicates deadline of January 27, 2017 at 1:00 pm. Can you please clarify the deadline for submission?

Answer: The submission deadline is January 27 2017 at 1:00 pm EST.

Question 23: Is the county able to please provide the listing of acceptable material for the curbside organic containers? Including the types of bin liners residents are able to use.

Answer: The type of materials anticipated for collection is identified in SCHEDULE "F" Contract for Solid Waste Collection and Recycling Processing Services, Section 1 – Definitions, "Source Separated Organics". The list of material and type of bin liners will be dependent on the operational parameters of the composting facility identified in the Contractor's submission. The Proponent is to list in their submission any limitations of their proposed facilities.

Question 24: Do we need to provide a price for all provisional items?

Answer: Yes, with the exception of those Cost Submittal Forms identified as optional (see pages 1 and 2 of SCHEDULE "C" COST PROPOSAL SUBMITTAL FORMS).

Question 25: Recyclable Materials being collected in carts – must the materials be weighed or are industry weight averages sufficient?

Answer: Recyclable Material is to be weighed.

Question 26: What is the daily average call volume for customer service requests and complaints?

Answer: In 2016 the County logged 225 complaints/inquiries for customers with regard to the current Solid Waste Collection contract.

Question 27: Can you please clarify what dollar amount is to be inputted into the Agreement to Bond form since there are so many combinations that could be awarded. We need to know which price to use to calculate the 50% amount for the bond.

Answer: The Proponent is to insert the price that corresponds to their cost proposal submittal form with the highest estimated annual cost.

Issued by (Signature):

Position:

Solid Waste/Wastewater Operations Manager

Date: Thursday, January 12, 2017

Please attach the complete Addendum #5, pages 1 to 6, to the <u>FRONT</u> of your Proposal.

I recognize and accept this Addendum to PW-RFP- 16-12 SOLID WASTE COLLECTION AND RECYCLING PROCESSING SERVICES.

| Signature: | | | | |
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| Date: | | * | | |
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Note:

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PW-RFP-16-12 SOLID WASTE COLLECTION AND RECYCLING PROCESSING SERVICES ADDENDUM #6

TO THE REQUEST FOR PROPOSALS DOCUMENTS

(Addendum issued January 19, 2017)

This addendum shall form a part of the request for proposal documents for the above noted project and shall be read in conjunction with the request for proposal documents. This addendum shall form part of the original request for proposal documents issued previously.

CLARIFICATION:

Question 1: With respect to Section 4.5 Evaluation Criteria, please advise how the Pricing Score is determined given the number of options and some of options are optional and some are provisional.

Answer: Pricing scores will be developed for each Cost Proposal Submittal Form and calculated as stated in Addendum 5, question 10.

Question 2: Please clarify how and when the County will award Provisional Items (i.e. SSO, Leaf and Yard Waste, Bulky Waste) since these decisions will impact the type and quantity of trucking equipment and once trucking equipment is purchased, it cannot be changed unless the County is willing to pay for changes to/new equipment required when decisions on Provisional Items are made.

Answer: County will award Provisional Items at time of contract award.

Question 3: Please clarify how and when the County will award Optional items will be added to the program.

Answer: County will award Optional Items at time of contract award.

Question 4: The county's Agreement to Bond form is written in such a way that doesn't require a specific dollar amount to be inputted. Specifically, the Agreement to Bond promises to supply AN ANNUAL RENEWABLE PERFORMANCE BOND totaling Fifty Percent (50%) of the Total Annual Proposal Price. There is no need for any proponent to acknowledge/confirm a specific price in the Agreement to Bond. The Canadian Surety Industry created this percentage set-up in their Tender Bond wordings so as to avoid the problem of bidders always finalizing their prices at the wire, which would not allow Bond issuers sufficient time to issue Agreements to Bond with a proponent's specific pricing and courier out. As such, would the county please confirm the attached Agreement to Bond form meets the RFP requirement?

Answer: Yes

Issued by (Signature):

Position:

Solid Waste/Wastewater Operations Manager

Date:

Thursday, January 19, 2017