



Request for Proposals

WASTE and RECYCLING HAULAGE and RECYCLING PROCESSING

REQUEST FOR PROPOSAL: HH-2016-04

Issue Date: Thursday, June 02, 2016

Questions Due Before: Friday, June 24 at 4:00 p.m. local time

Closing Date & Time: Thursday, June 30, 2016 at 2:00 p.m. local time

Address: **Municipality of Hastings Highlands**

33011 Hwy. 62 North

P.O. Box 130

Maynooth, Ontario, K0L 2S0

Attention: **Adrian Tomasini**

Operations Manager

Phone: (613) 338-2818 x.288

Toll Free: 1 (877) 338-2818 x.288

Fax: (613) 338-3292

Website: www.hastingshighlands.ca

LATE PROPOSALS WILL NOT BE ACCEPTED.
THE LOWEST PRICE OR ANY PROPOSAL NOT NECESSARILY ACCEPTED.

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PART 1: INFORMATION TO PROPONENTS

1.1 GENERAL DESCRIPTION

The Municipality of Hastings Highlands, (Hastings Highlands) is requesting proposals for the hauling and processing of two-stream Blue Box recyclables from nine (9) depots operating within the Municipality. The scope of work, as detailed in this Request for Proposals (RFP), will involve the emptying of Front End Load (FEL) bins, the on-truck compaction of materials, the delivery of recyclables to a licensed Materials Recycling Facility (MRF), the processing, marketing and sales of recyclables and the movement of residential waste collected in FEL bins between selected depots. The Municipality also intends to sell surplus equipment (up to 22 - 40 yd³ roll off bins) under this RFP.

1.2 DEFINITIONS

“Closing Time” means the time and date up until which proposals will be received by the Municipality for consideration in this Request for Proposal;

“Contract” means the Agreement to do the work entered into with the Municipality, as defined below, and includes the specifications, the general conditions, the proposal and other documents referred to or connected with the said Agreement;

“Contractor” means the Proponent who enters into an Agreement with the Municipality pursuant to this Request for Proposal;

“Depots” means one or more public drop off sites operated by the Municipality for receiving and bulking recyclables for transport which may be stand-alone sites or part of larger operations;

“Evaluation Committee” means a committee composed of representatives of the Municipality and/or such designates, assigns or consultants as may be authorized to review and evaluate any/all proposals submitted in accordance with this RFP and provide recommendations to Municipal Council as required.

“MOECC” means the Ontario Ministry of Environment and Climate Change;

“MRF” or “Material Recovery Facility” means the licensed recycling processing facility where blue box materials are received, sorted and prepared for marketing;

“Municipality” or “Municipalities” means any/all Municipalities serviced by the contract;

“Proponent” means a service provider that submits a proposal in response to this Request for Proposal;

“Recyclables” means materials collected by the Municipality as specified in section 3.4 below;

“Request for Proposals (RFP)” means this document and all appendices and attachments hereto;

“Signing Officer” means a representative of the Proponent’s firm who has the authority to enter into a Contract on behalf of the Proponent;

“Municipality of Hastings Highlands” means The Corporation of the Municipality of Hastings Highlands;

“Work” means any services provided for monetary compensation by a Contractor under a contract awarded pursuant to this RFP;

1.3 FORM OF PROPOSAL

All proposal submissions must be submitted on the documents provided, duly completed and signed (where applicable) by a Signing Officer of the company, and must include:

- Form of Proposal – Part 1: Proponent Declaration
- Form of Proposal – Part 2: Schedule of Unit Prices
- Form of Proposal – Part 3: Proponent Information Form
- Form of Proposal – Part 4: Resources and Experience of Proponent
- Form of Proposal – Part 5: Sub-Contractors

The proposal documents must be legible, written in ink or typewritten, and all items must be completed unless otherwise specified. The Signing Officer must initial erasures, overwriting or strikeouts. Failure to conform may result in rejection of proposal.

1.4 CONTRACT ADMINISTRATOR

All communication concerning this RFP shall be in writing and directed to the Contract Administrator:

Adrian Tomasini
33011 Hwy. 62 North
P.O. Box 130
Maynooth, Ontario, K0L 2S0
Phone: (613) 338-2818 x.288
Toll Free: 1 (877) 338-2818 x.288
Fax: (613) 338-3292

1.5 PROPOSAL CLOSING TIME

Proposals will be received at the Municipality of Hastings Highlands, Municipal Offices, 33011 Hwy. 62 North, P.O. Box 130, Maynooth, Ontario, K0L 2S0, until:

2:00 p.m. local time, Thursday, June 30, 2016 (the “Closing Time”)

All proposals must be submitted in two (2) separate envelopes each of which shall contain the company's name and return address on the outside of the envelope as follows:

1. A sealed envelope clearly marked “**Hauling & Processing TECHNICAL PROPOSAL**” containing all technical information submitted for evaluation under this RFP excluding all costs and/or pricing information.
2. A sealed envelope clearly marked “**Hauling & Processing PRICE PROPOSAL**” containing all costs and pricing information submitted for evaluation under this RFP.

NOTE: Proposals not submitted in two separate sealed envelopes will be rejected unopened. Proposals submitted with any cost/pricing information submitted in the “TECHNICAL PROPOSAL” envelope will be rejected.

NOTE: Courier service to this area is NOT “Same Day” or “Guaranteed” for a specific time of day.

1.6 PROPOSAL OPENING

As this is an RFP for which a number of criteria will ultimately be evaluated, only the names of Proponents who have submitted a proposal will be identified at the opening and made available. Financial information will not be publicly disclosed. All information is unofficial, subject to review and award. Proponents will not be notified in writing of the Proposal Opening results.

Proposals will be evaluated shortly after the day of the closing by an Evaluation Committee as defined in Section 1.2 above. The Contract Administrator will record results and a preferred proponent will be recommended to the Municipal Council for their consideration.

1.7 ACKNOWLEDGEMENT LETTER

Upon receipt of this document, a potential Proponent will sign one copy of the Acknowledgement Letter attached hereto and mail, fax or email the signed document to the attention of the Contract Administrator as specified in Section 1.4 above.

A potential Proponent who signs and returns the Acknowledgement Letter is **NOT** obligated to submit a proposal.

Any potential Proponent who does not submit the Acknowledgement Letter will not be sent any amendments or addenda and may be disqualified.

1.8 ELECTRONIC SUBMISSIONS

With the exception of Section 1.7, electronically transmitted submissions (facsimile, e-mail, etc.) will **NOT** be accepted for this proposal.

1.9 LATE SUBMISSIONS

Proposals received after the Closing Time will not be considered during the evaluation process and instead will be date and time stamped and retained at the Municipality unopened.

1.10 INQUIRIES/CLARIFICATION

It will be the Proponent's responsibility to clarify any points of uncertainty before submitting a proposal. Answers to questions of clarification will be released in the form of an addendum, should the Contract Administrator determine that the information is relevant to all Proponents. Inquiries must be received by the Contract Administrator no later than the deadline indicated on page 1 above.

The Municipality bears no responsibility for reliance on any oral communication, instruction or suggestions.

1.11 WITHDRAWAL OR ALTERATION OF PROPOSAL

Any correspondence by mail or telephone, pertaining to adjustments or corrections to a proposal already submitted, shall not be considered.

A Proponent who has submitted a proposal may submit a further proposal at any time up to the Closing Time. The last proposal received shall supersede and invalidate all proposals previously submitted by that Proponent for this Request for Proposal process.

A proposal may be withdrawn unopened following submission, if such request is received in writing by the Contract Administrator prior to the Closing Time. The written request must bear the original signature of the authorized Signing Officer of the proponent. Emails, facsimiles or telephone calls will not be accepted.

1.12 PROPONENTS TO INVESTIGATE

Proponents must satisfy themselves by personal examination of the sites to be serviced during regular hours of operation and by such other legal means, as they may prefer, as to actual conditions and requirements of the work.

Proponents will carefully examine the RFP document and will fully inform themselves as to all existing conditions and limitations that will affect the terms and performance of their proposal.

No consideration will be given, after the submission of a proposal, to any claim that there was any misunderstanding with respect to the requirements/obligations of this RFP.

1.13 DISCREPANCIES OR OMISSIONS

Should a Proponent find omissions from or discrepancies in any of the RFP documents or should the Proponent be in doubt as to the meaning of any part of such documents, the Proponent should notify the Contract Administrator without delay. If the Contract Administrator considers that a correction, explanation or interpretation is necessary or desirable, an addendum will be issued.

No oral explanation or interpretation will modify any of the requirements or provisions of the RFP documents.

1.14 ADDENDA

If the Contract Administrator determines that an amendment is required to this RFP, the Municipality will:

- (1) Send a written addendum to those potential Proponents who have submitted an Acknowledgement Letter, and
- (2) Post the written addendum on the Government Contract Portal website known as Biddingo, (www.biddingo.com) and provide printed copies available for pick up from the Contract Administrator. All addenda will become a part of this RFP.

It is the Proponent's ultimate responsibility to ensure all addenda have been received, reviewed and understood.

Proponents shall be required to acknowledge receipt of addenda on the Form of Proposal – Part 1 contained in this RFP document.

Addenda to the RFP will not be issued within three (3) days prior to the Closing Time.

1.15 IRREVOCABILITY OF PROPOSALS

Proposals must be irrevocable and open for acceptance by the Municipality for a period of 90 calendar days after the Closing Time even if the proposal of another Proponent is accepted by the Municipality.

1.16 UNBALANCED PROPOSALS

Each item in the Proposal Form – Part 2: Schedule of Unit Prices shall indicate a commercially reasonable price for such item. Proponents may not submit unreasonably low 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.

1.17 RESOURCES AND EXPERIENCE OF PROPONENT & PROPOSED SUB-CONTRACTORS

Proponents are required to furnish up to three (3) satisfactory references demonstrating that they have the ability, experience and resources necessary to carry out the work. This information is to be submitted on Proposal Form – Part 4: Resources and Experience of Proponent, contained in this RFP document.

If sub-contractors are to be used, Proponents are required to furnish up to three (3) satisfactory references for each proposed sub-contractor, demonstrating that they have the ability, experience and resources necessary to carry out the work. This information is to be submitted on Proposal Form – Part 5: Sub-Contractors.

1.18 AWARD

Proposals will be evaluated based on the ability of the Proponent to comply with the RFP requirements, the proposed price and the Proponents skill, ability and experience necessary to carry out the work. Where proposal prices are the same, the Evaluation Committee will consider experience in similar work beyond the minimum standards established.

The Evaluation Committee may waive any non-compliance with these RFP Specifications.

The lowest price or any proposal will not necessarily be accepted. The Municipality reserves the right in their absolute discretion to accept the proposal which it deems most advantageous.

The award of this RFP is subject to approval of the Municipal Council. The successful Proponent will be required to sign a contract comprised of the relevant portions of this RFP and such other clauses required to give force and effect to the contract under the laws of the Province of Ontario.

(A) Proponent Submission and Evaluation Criteria

Proposals shall be submitted based on the following format and must be submitted using the same headings as listed and topic sequence identified in Table 1 below. Failure to follow the submission requirements may result in disqualification without any further consideration within the RFP process.

The Proposal submission shall include one (1) original signed Proposal of the complete submission. Proponents must also submit one electronic copy of the technical portion of the submission **excluding all pricing information**, in MSWord format, on a USB flash drive, DVD or CD. Respondents are requested to provide responses to each of the sections listed below.

Table 1: Proponent Submission Requirements

Proponent Capabilities and Credentials

Item	Category	Evaluation Criteria	Weight Value
1.	Company Profile	<ul style="list-style-type: none"> ◆ Company details, officials, size, number of employees, office locations. ◆ Number of years in business. ◆ Subcontractor (if any) company details, officials, size, number of employees, office locations. ◆ Subcontractor (if any) number of years in business ◆ Articles of Incorporation. <p><i>(Proponent must provide satisfactory evidence to demonstrate that the legal entity proposing to undertake the contract is in sound financial condition and has the economic capacity to complete the contract. In the event that a parent or affiliate company proposes to guarantee the obligations of the contracting entity, similar evidence should be provided in respect of that parent or affiliate. Such evidence may include audited or accountant-reviewed financial statements, as well as bank or trade references. Proponents will be evaluated based on the quality of the evidence provided).</i></p>	13
2.	Experience	<p>The Proponent shall describe, where applicable, their waste management experience including:</p> <ul style="list-style-type: none"> ◆ experience undertaking waste collection as specified in the RFP document; ◆ value and size of past and current contracts; and ◆ The Respondent shall provide up to three (3) separate municipal references for similar services as specified and specify the duration of the contract, location and collection methods (vehicles/types of waste streams collected, etc.) utilized for past and current contracts. 	14
3.	Certificates of Approval	<ul style="list-style-type: none"> ◆ Provide copies of all Certificates of Approval/Environmental Compliance Approval required to perform the Work specified in the RFP. ◆ Describe any orders/charges/violations to your company by the Ministry of Environment and Climate Change as the result of any contravention of the Environmental Protection Act over the past five (5) years. 	2

Human Resource Requirements			
4.	Organizational Plan	<ul style="list-style-type: none"> ◆ The Proponent shall describe their proposed management of the collection and transportation program described in the RFP. ◆ Proposed organizational structure including the name and resumes for the following key individuals as they would relate to the Work undertaken as identified in the RFP: <ul style="list-style-type: none"> ▪ District/Regional Manager(s)/Senior Executive Staff; ▪ Senior Administration Staff; ▪ Fleet manager; ▪ Supervisors ▪ Customer service; and ▪ Any other management staff. ◆ If a specific person is not named for any of the above positions, the Proponent shall identify the position by title and description and list the key qualifications of the person who would ultimately hold the position. ◆ Describe how the Work would be directly supervised to ensure daily completion and how sufficient personnel will be available to ensure daily completion of the Work. 	8
5.	Health & Safety Plan	<ul style="list-style-type: none"> ◆ Describe or provide your company's Health and Safety Policy. ◆ Describe your plan to ensure that your company and its staff will deliver the Work described in this RFP in a safe manner to themselves and the public. ◆ Describe Health and Safety training you have/will provide staff for the delivery of the Work described in this RFP. ◆ Describe any orders/charges/violations to your company by the Ministry of Labour or the Workplace Safety and Insurance Board as the result of any contravention of labour, health and/or safety regulations over the past five (5) years. 	1
6.	Training Plan	<ul style="list-style-type: none"> ◆ Provide an outline and schedule of the staff training plan and procedures for contract start-up and implementation. ◆ Provide an outline and schedule of on-going staff training during the term of the contract. 	4
Facilities / Equipment Requirements			
7.	Facilities	<ul style="list-style-type: none"> ◆ The Proponent shall list the locations of each of the following facilities that are applicable to the Proponent's bid: <ul style="list-style-type: none"> ▪ office(s); ▪ yard for storage of fleet; ▪ vehicle maintenance facility; ▪ materials processing facility (MRF) 	12

		<ul style="list-style-type: none"> ▪ other <p>The evaluation committee will consider the travel time to the facilities and contingency plans for collection delays if facilities are not located within the service area.</p>	
8.	Vehicles & Equipment	<ul style="list-style-type: none"> ◆ The Proponent shall provide the following information on their collection vehicles (data sheet for each type of vehicle proposed to be supplied, new or used, as of time of award of the contract): <ul style="list-style-type: none"> ▪ number and type of vehicles required to carry out the work, as described in the RFP; ▪ age of all vehicles and equipment proposed to carry out each of the services identified in the RFP; ▪ type of vehicles and equipment that would be used to carry out the work; ▪ cargo capacity of vehicles; ▪ proposed number of spare vehicles; ▪ type of any ancillary equipment e.g. to collect carts; ▪ indication of that primary fleet will be dedicated to the contract; ▪ fleet maintenance plan; and ▪ any other equipment necessary to carry out the proposed work ◆ Supporting rationale/calculations to support the number of vehicles routinely required, calculations to support management of reasonable tonnage increases and population growth over the term of the Contract. 	15
Implementation / Operational Requirements			
9.	Transition / Start-Up Plan	<ul style="list-style-type: none"> ◆ Provide an outline of intended communications, equipment and staffing procurement scheduling, staff training schedules, facility siting if required and other implementation plans to ensure a smooth transition to your start-up of the Work specified in this RFP. ◆ Provide a schedule (tasks/time) from award to full implementation of the services under the Contract. 	8
10.	Operating Plan	<ul style="list-style-type: none"> ◆ Provide a proposed Operating Plan describing how your Company will provide each of the service(s) your Company has priced under this RFP as follows: <ul style="list-style-type: none"> ▪ capabilities and limitations for the collection of materials; ▪ proposed days for collection, daily start and finish times; ▪ plan to accommodate changes in population/number of sites requiring collection; ▪ plan to accommodate fluctuations in quantity of material throughout the year. 	10

		<ul style="list-style-type: none"> ▪ Any other operational items. 	
11.	Environmental Considerations	<ul style="list-style-type: none"> ◆ Incorporate any environmental considerations in the proposal, such as: <ul style="list-style-type: none"> ▪ green fleet initiatives; ▪ alternative fuels; ▪ methods of increasing diversion of recyclable materials; ▪ other. 	1
QA/QC / Communication / Contingency Plan			
12.	Communication Plan	<ul style="list-style-type: none"> ◆ Describe your intended methods of regular communication with the Municipality through-out the course of the Contract and how the Contractor will keep the Municipality informed about operational matters arising, intended routing changes, other service changes, alterations and the like. 	4
13.	Quality Control / Quality Assurance Plan	<ul style="list-style-type: none"> ◆ Provide an outline of how you will ensure that the Scope of Work proposed under this RFP will be performed consistently, how you will ensure adequate staff training, ongoing communication to staff, or other methods proposed to ensure that quality control is maintained. 	3
14.	Customer Service/ Complaints Management	<ul style="list-style-type: none"> ◆ Describe procedures and communication flows, response of your Company or drivers/agents to a direct complaint; ◆ Describe related tracking/recording procedures and how this will be communicated to Municipal staff; ◆ Describe your after-hours response procedure/protocol; 	4
15.	Business Interruption/ Contingency Plan	<ul style="list-style-type: none"> ◆ Describe any circumstance(s) where your company has been unable to deliver any/some of the Work described in any past or current Contract arrangement (e.g., daily collection due to winter storm conditions); ◆ Describe the contingency your company implemented in that instance if and when it occurred; ◆ Describe your company's contingency plan for a larger scale/longer term business interruption e.g., work stoppage. 	1

(B) FINANCIAL SCORING

The following is a summary of the Financial Scoring:

- The lowest compliant Proposal price will receive 60 points.
- Each subsequent compliant Proposal price will then be divided into the lowest compliant Proposal price, the result will then be multiplied by 60.

1.19 EXECUTION OF CONTRACT

The successful Proponent will be notified in writing of the acceptance of its proposal and will be bound to execute an Agreement similar to the sample set out in Schedule "A" within **fifteen (15) working days** of Contract award. The date of the Contract award will be taken as the date on which the Proponent is notified by the Contract Administrator of the acceptance of their proposal. Notice of acceptance will be deemed to have been given on the fifth day following the date of mailing of the written notice.

The successful Proponent must submit to the Municipality within **fifteen (15) working days** of the Contract award:

- (a) A fully executed Service Agreement (sample in Schedule "A") in duplicate;
- (b) A copy of all licenses, certificates and permits required by law for the execution of the work as set out in their proposal.
- (c) A Certificate of Insurance which complies with the insurance requirements set out in section 2.5 of this RFP;
- (d) A WSIB clearance certificate as outlined in section 2.7 of this RFP;
- (e) A copy of a valid Commercial Vehicle Operator's Registration (CVOR) and a copy of a current CVOR abstract;
- (f) A copy of the Contractor's vehicle ownership;
- (g) A copy of evidence of compliance with the Ontario Highway Traffic Act, Regulation 575 (periodic mandatory commercial vehicle inspection, or dump vehicle inspection);
- (h) A copy of a Valid Class DZ (minimum) license for all drivers provided by the Contractor. This is required for every driver that maybe used on the contract;
- (i) A current (within 3 months) abstract for all drivers provided by the Contractor. This is required for every driver that may be used on the contract; and
- (j) A copy of compliance with MOE regulations as applicable for driver training and equipment operation.

It is the Contractor's obligation to notify the Municipality, within five business (5) days, if there are changes to any of the above.

1.20 FAILURE TO PERFORM

Failure to comply with all the terms and conditions of the proposal, and failure to supply all documentation as required herein within the specified time period, shall be just cause for cancellation of the award. The Municipality shall then have the right to award to any other Proponent or to issue a new RFP or tender.

1.21 NEGOTIATING

The Municipality reserves the right to enter into negotiations with selected Proponent(s), prior to recommendation of a preferred Proponent, for the purpose of clarifying any items proposed, making minor amendments to the proposal document as required for the proposal to be compatible with the project, the schedule and budget, including amendments to the Scope of Work included in the proposal or the manner in which the Work will be undertaken.

1.22 HARMONIZED SALES TAX (HST)

All base prices included in the proposal submission shall exclude HST. Payment under the Contract(s) shall be subject to value added taxes in effect at the time of invoicing.

1.23 CONFIDENTIALITY

All proposals submitted to the Municipality become the property of the Municipality and, as such, are subject to the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, C.M. 56, as amended (the "MFIPPA").

The Proponent hereby consents to the disclosure of the information contained in their proposal submission, pursuant to the MFIPPA. If a Proponent considers any part of their proposal submission proprietary, the Proponent shall clearly mark such page or section of the submission as confidential and accompany the submission with a brief explanation as to why the Proponent requires such information not be disclosed to the public.

This procedure will not automatically protect the submission from release, but will assist the Municipality in making a determination of what information shall be released if a request is made. Any decision made under MFIPPA may be appealed to the Information and Privacy Commissioner of Ontario, who may direct the release of such information.

The identity of submitting Proponents as well as the Proponent's price submission amount may be made available to the public following evaluation of the proposals and/or at a public Council meeting, as part of the award process.

Any questions regarding the MFIPPA may be directed in writing to the Contract Administrator.

1.24 PROPONENT'S EXPENSE

Any expenses incurred by the Proponent in the preparation of their proposal submission are entirely the responsibility of the Proponent and will not be charged to the Municipality.

PART 2: GENERAL TERMS & CONDITIONS

2.1 COMPLIANCE WITH APPLICABLE LEGISLATION & BYLAWS

- (1) The successful Proponent (the "Contractor") shall obtain and pay for all necessary permits, certificates or licenses required for the execution of the work.
- (2) The Contractor shall adhere to all applicable legislation/bylaws in carrying out the duties prescribed herein. The Contractor will give all necessary notice, pay all fees required by law, comply with all the laws, ordinances, rules and regulations relating to the work, the preservation of the environment, public health and safety and to labour relations.
- (3) The Contractor shall have an obligation to report in writing to the Municipality immediately on becoming aware of any non-compliance with applicable legislation and by-laws and/or any legal action or notification of action commenced or work order imposed on the Contractor by any government or government agency.
- (4) Failure to comply with the above reporting requirements or the prompt resolution of any non-compliance may result in the termination of the contract or other remedial action that the Municipality in their sole discretion deem fit.

2.2 SUB-CONTRACTORS

- (1) The Contractor must have the written approval of the Municipality prior to assigning any work specified in this proposal to any sub-contractors. Sub-contractors shall be subject to the same terms and conditions as the Contractor. Any work performed by sub-contractors shall not relieve the contractor from the performance of any terms and/or obligations of the contract.

2.3 DAMAGE TO PROPERTY

- (1) In carrying out the Contract, the Contractor shall ensure that no damage is caused to any property, public or private, or to any roadways, structures or other works or things.
- (2) Except as otherwise provided for in the Contract, if injury or damage is done, the Contractor shall make good the same, at its own expense, in a manner satisfactory to the Municipality.
- (3) The Contractor agrees to immediately report, to the Municipality, all incidents and accidents which could have resulted in serious injury or property damage or do result in serious injury or property damage.

2.4 CONTRACTOR'S VEHICLES & EQUIPMENT

- (1) The Contractor is obliged to maintain their vehicles and equipment in good order. Where, in the opinion of the Municipality, conditions are not suitable or safe for the use of certain vehicles or equipment, the Contractor will, upon the written order of the Municipality, carry out the work without the use of such equipment and no allowance will be made to the Contractor as a result of such restriction.

2.5 INSURANCE

- (1) The Contractor shall, during the term of the Contract, obtain, maintain, and provide evidence of insurance coverage as described below with insurance companies licensed to conduct business in the Province of Ontario. The required insurance policies are as follows:
 - (a) Comprehensive General Liability in the amount of at least five million dollars (\$5,000,000) per occurrence. The Municipality shall be named as an additional insured on all applicable policies.
 - (b) Standard Automobile and Non-Owned Liability Insurance in the amount of at least two million dollars (\$2,000,000). These policies should provide protection to the Contractor for all liability arising out of the use or operation of all owned or leased vehicles used by the Contractor, or its employees, agents, or subcontractors.
 - (c) Property insurance to cover the Contractor's and Municipal machinery and unlicensed equipment used in the performance of the work specified within the Contract from the perils of fire, theft, and all other extended coverage. This policy should be appropriately endorsed to include coverage while the Contractor's machinery and equipment is located on any work sites specified in the Contract and any Municipal equipment when located on the Contractors site(s).
 - (d) All such insurance shall be maintained until final completion of the work and the completion of the term of this Contract, and shall be endorsed to provide that the policy or policies will not be altered, cancelled or allowed to lapse without a minimum of thirty (30) days prior written notice by registered mail to the Municipality.
 - (e) The cost of such insurance will be the responsibility of the Contractor.

2.6 INDEMNIFICATION

- (1) The Contractor, its Surety and respective heirs, executors, administrators, successors and assigns shall fully indemnify the Municipality and all their officers, servants and employees from any and all liability or expenses by way of legal costs or otherwise in respect to any claim which may be made for a lien or charge at law or in equity or to any debt, garnishee process or otherwise arising out of the performance or execution of the work under any Contract awarded under this RFP and any subsequent amendments made from time to time.

2.7 WORKERS' COMPENSATION

- (1) The Contractor shall at all times pay or cause to be paid any assessment or compensation required pursuant to the Workers' Compensation Act. The Contractor shall hold harmless the Municipality from any claim under the provisions of the said Act.
- (2) The Contractor shall provide their valid Workplace Safety and Insurance Board (WSIB) certificate prior to the issue of any contractual agreement and shall maintain their coverage throughout the duration of the contract. The Contractor shall immediately notify the Municipality upon any change in the policy, coverage or claims resulting from performance of the work.

2.8 HEALTH & SAFETY

- (1) All work performed under this contract must comply with all requirements set out in the *Occupational Health and Safety Act, R.S.O. 1990* and amendments thereto and all applicable regulations.

2.9 ACCESSIBILITY REGULATIONS FOR CONTRACTED SERVICES

- (1) Contracted employees, third party employees, agents and others that provide customer service on behalf of the Municipality are legally responsible to comply with the provisions outlined in Section 6 of the Ontario Regulation 429/07, Accessibility Standards for Customer Service, with respect to training. The Contractor shall ensure that such training includes, without limitation, a review of the purpose of the *Accessibility for Ontarians with Disabilities Act, 2005*, and the requirements of the Regulation, as well as instruction regarding matters set out in Section 6 of the Regulation. By signing the Form of Proposal, the Contractor has agreed to be in full compliance with this regulation.

2.10 INVOICING AND PAYMENT

- (1) Payment will be made net 30 days from receipt of an invoice from the Contractor and verification that goods/services listed have been provided to the satisfaction of the Municipality. All invoices shall include the Contractor's HST number, as applicable. All invoices must be supported by a detailed summary of bin movements for each Depot site clearly stating the location, date, type and number of containers serviced and shall include copies or suitable electronic records of all waybills generated.
- (2) All waybills will indicate the tonnage and type of recyclables collected from each location serviced by the Contractor. The Municipality reserves the right to weigh any material/containers serviced under this contract and verify any weights submitted by the Contractor.
- (3) The Contractor will maintain and keep sufficiently complete and accurate books, payrolls, accounts and records relating to the performance of the contract to permit their verification and audit and they will have no claim to payment unless such books, payrolls, accounts and records have been so maintained and kept. On request, the Contractor will furnish all the time sheets, records, bills of lading

and other vouchers in MS Excel format or a similar format compatible with Municipal electronic accounting systems.

2.11 FUEL ADJUSTMENT

- (1) The Contractor shall indicate on the Form of Proposal – Part 2: Schedule of Unit Prices, the estimated quantity of fuel that will be consumed annually in the performance of this contract.
- (2) The Contractor's monthly payment will be adjusted to allow for seventy percent (70%) of any difference greater than \$0.10/litre in the average diesel pump price of fuel on the Contract start date. Upon receipt of satisfactory evidence of the actual fuel consumed. The Municipal monthly payment will be adjusted to allow for seventy percent (70%) of any difference lesser than \$0.10/litre below the average diesel pump price of fuel on the Contract start date.
- (3) Monthly changes to the agreed starting base price of fuel will be determined by the Ontario Ministry of Transportation Average Diesel Fuel Price Index:
<http://www.raqs.merx.com/public/bulletin/articleView.jsf?articleId=37327652>

Example Calculation:

1000 litres fuel consumed last month and fuel price has increased \$0.15/litre since start of contract.

Calculate price difference above threshold: $\$0.15 - \$0.10 = \$0.05$

Calculate cost adjustment: $1000 \times (\$0.05 \times 70\%) = \35.00 payable to Contractor.

NOTE: All proposals for hauling services must include a price per litre for clear ultra-low sulphur diesel fuel to be quoted no more than one (1) week prior to the submission of the proposal. This price is to be shown on the Schedule of Unit Prices.

The base price of fuel for the term(s) of the contract and the fuel price tracking method will be agreed upon on or before the start date of the contract.

The Municipality reserves the right to verify any fuel consumption records submitted by the Contractor prior to payment of any fuel price adjustment amounts.

2.12 ESCALATION

- (1) Unit costs will be adjusted annually on the anniversary date of the execution of the Contract. The increase will be equal to 75% of the increase set out in the Consumer price Index for Canada (all items) as published for the previous 12 month period (i.e. if the CPI increases by 2.0% over the 12 month period between May 1, 2016 and April 30, 2017, the unit prices paid to the Contractor will increase by 1.5% as of May 1, 2017). **Any CPI increases will not apply to fuel costs which are calculated separately under the fuel adjustment clause above.** The Consumer Price Index will be equal to the Consumer Price Index for Ontario excluding gasoline, by Statistics Canada as found on:
http://www.statcan.gc.ca/access_acces/getLatest.action?l=eng&catid=62-001-x

2.13 MONIES DUE TO MUNICIPALITY

- (1) In the event that any monies are payable to the Municipality by the Contractor under the terms of any contract awarded under this RFP or there are any monies payable by the Municipality to any other person, firm or corporation as a result of any default by the Contractor under any contract, such monies shall be deducted from and retained out of any monies due from the Municipality.

2.14 YEARLY REQUIREMENTS

- (1) The Contractor shall provide the following documentation to the Municipality on or before the contract start anniversary of each year. Failure to submit, and/or maintain and/or keep valid any of the aforementioned documents and certificates may result in the cancellation of the contract.
 - (a) A Certificate of Insurance which complies with the insurance requirements set out in section 2.5 of this proposal;
 - (b) A WSIB clearance certificate as outlined in section 2.7 of this proposal;
 - (c) A copy of a valid Commercial Vehicle Operator's Registration (CVOR) and a copy of a current CVOR abstract;
 - (d) A copy of the Contractor's vehicle ownership;
 - (e) A copy of evidence of compliance with the Ontario Highway Traffic Act, Regulation 575 (periodic mandatory commercial vehicle inspection, or dump vehicle inspection);
 - (f) A copy of a Valid Class DZ (minimum) license for all drivers provided by the Contractor. This is required for every driver that maybe used on the contract;
 - (g) A current (within 3 months) abstract for all drivers provided by the Contractor. This is required for every driver that may be used on the contract; and
 - (h) A copy of compliance with MOE regulations as applicable for driver training and equipment operation.
- (2) It is the Contractor's obligation to notify the Municipality, within five (5) business days, if there are changes to any of the above and immediately if any of the above are cancelled or withdrawn by the issuing agency.

2.15 FORCE MAJEURE

- (1) Delays in or failure in the performance of either party under any contract awarded under this proposal shall not constitute default hereunder or give rise to any claim for damages if and to the extent caused by occurrences beyond the control of the party affected, including but not limited to decrees of federal or provincial government, acts of God, fires, floods, explosions, riots, war, rebellion, sabotage and atomic or nuclear incidents ("force majeure"), but lack of finances, strikes or other concerted acts by workers, delay or failure arising out of the nature of the work to be done, or from the normal action of the elements or from any normal difficulties which may be encountered in the performance of the work, having regard to the nature thereof, shall in no event be deemed to be a cause beyond a party's control.
- (2) In the event that the performance of any contract awarded under this proposal, in the reasonable opinion of either party, is made impossible by force majeure, then either party shall notify the other in writing and the Municipality shall either; terminate the contract forthwith and without any further payments being made; or authorize the Contractor to continue the performance of the contract with such adjustments as required by the existence of the force majeure and agreed upon by both parties. In the event that the parties cannot agree upon the aforementioned adjustments, it is agreed by the parties that the contract shall be terminated.
- (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.**

2.16 STRIKES & LOCKOUTS

- (1) In the event of a strike or lockout, the Contractor is responsible to maintain all collection and processing services, to whatever reasonable degree possible and, if necessary, in co-operation with the Municipality as specified in the “Force Majeure” clause above.
- (2) Within 30 days of the award of any contract, the Contractor shall submit to the Municipality a contingency plan explaining in detail how performance of the service during any strikes and/or lockouts shall be maintained at the Contractors cost. Such plan shall become a part of the contract and shall be subject to all the terms of the contract. Failure to submit a sufficient contingency plan, in the sole discretion of the Municipality, may result in termination of the contract.

2.17 LIQUIDATED DAMAGES

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

Table 2 Liquidated Damages - Hauling and Processing

Infraction	Amount	Unit
Late collection after time specified	\$ 500	per incident
Failure to return for missed collection as directed	\$ 500	per incident
Improperly replaced containers	\$ 500	per incident
Discourtesy or inappropriate behaviour	\$ 1,000	per incident
Failure to resolve damage claim to property within reasonable time	\$ 1,000	per incident
Failure to submit reports/deliberately submitting inaccurate reports	\$ 5,000	per incident
Failure to clean up spillage (plus clean up and safe disposal costs) e.g. hydraulic oil	\$ 5,000	per incident
Failure to pick up litter in a timely manner	\$ 200	per incident
Failure to scale all vehicles in and out of facility	\$500	Per incident
Marketing of any other material as “recyclables” that are not part of the Municipal Recycling Program without written permission.	\$1000	Per incident
Failure to provide a minimum of fourteen (14) days written notice in advance of a scheduled MRF shutdown	\$500	Per Day
Failure to process received recyclables within 2 weeks of receipt	\$1000	Per week
> 10% of recyclable materials in residual after processing	\$1000	Per incident
Material scavenging	\$1000	Per incident
Mixing of Municipal Recyclables with IC&I or other sources	\$1000	Per incident
Unscheduled downtime affecting Municipal operations	\$500	Per incident

Infraction	Amount	Unit
Failure to provide requested reports/documentation within 5 days	\$500	Per incident
Market rejections	\$250	Per load
Market downgrades	\$250	Per load
Documentation on scale recertification not provided semi-annually	\$250	Per incident

2.18 DISPUTES AND TERMINATION

- (1) In cases of dispute as to whether or not deliverables required by any contract awarded under this RFP meet the requirements of the Municipality, the parties agree to attempt to negotiate a mutually agreeable settlement prior to submitting the matter at issue to a third party mediator or arbitrator. The decision of such agent, mediator or arbitrator as the Municipality may appoint will be final and binding.
- (2) Notwithstanding the above, the Municipality may terminate any contract awarded under this RFP for any reason whatsoever, by giving one hundred and twenty (120) days written notice to the Contractor of such intent. The Contractor shall not be entitled to any monetary compensation for work done following the notification period.
- (3) Notwithstanding any other provision in any contract awarded under this RFP, at the option of the Municipality, the Contract, or any part thereof, may be terminated on twenty-four (24) hours written notice to the Contractor, in the event that the Contractor:
 - (a) declares its inability to pay debts as they generally become due;
 - (b) is adjudged or adjudicated bankrupt or insolvent;
 - (c) becomes subject to or requests any benefit or exemption relating to any provision or enactment concerning bankruptcy or insolvency;
 - (d) withholds any funds payable to the Municipality or information from the Municipality;
 - (e) abandons the Work under this Contract;
 - (f) disregards any laws, by-laws, rules, regulations, standards, approvals or orders of any of the authorities having jurisdiction, including without restricting the generality of the foregoing, the directives of the Municipality;
 - (g) gives or offers any gratuity to or attempts to bribe any member of Council, officer or servant of the Municipality; or
 - (h) repeatedly fails to adhere to the terms of any contract awarded under this RFP and in particular commits repeated infractions in the performance of the Work.
- (4) In the event that the Municipality terminates all or part of any contract awarded under this RFP, the Municipality may take any steps to secure the completion of the Work and any damages or extra expenditures thereby incurred may be collected from the Contractor.
- (5) In the event the Municipality relieves the Contractor of a portion of the Work, it shall in no way affect the obligations of the Contractor with respect to the remainder of the Work.
- (6) In the event that the Municipality exercises their right to terminate the Contract then the Contractor shall be paid for only those Work(s) performed up to the date of termination that have been pre-approved by the Municipality.
- (7) Any representation or warranty given by the Contractor shall survive beyond termination of this Contract.

2.19 NON-EXCLUSIVITY

- (1) The Work related to the contract represented by this RFP is non-exclusive. The Municipality reserves the right to expand the scope of Work, or undertake to let additional contracts in connection with the Work and issue portions of the Work to multiple contractors. If required, the Contractor will cooperate with the Municipality and other contractors to coordinate the Contractor's work with that of other contractors that perform Work for the Municipality.
- (2) Where the Work of another contractor or of the Municipality, acting reasonably, may affect the execution of the Work under this contract, the Contractor will have no claim against the Municipality for any additional expense incurred in the execution of the Contractor's Work.

2.20 Carbon Credits

- (1) 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.
- (2) 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.

PART 3: SPECIFICATIONS

3.1 SCOPE OF WORK

- (1) The Municipality of Hastings Highlands is located immediately north of the Town of Bancroft, Ontario and operates nine (9) depots for the collection of waste and recyclable materials. It is anticipated that each year approximately 182 tonnes of fibre material and 157 tonnes of containers will be moved from the Municipal Depots to a private MRF for processing. Approximately 18.15 tonnes of recycling material is collected from a commercial generator at the Hickey Landfill which must be separately collected and delivered for processing. The tonnage collected at the Municipal sites is significantly affected by seasonal fluctuations. Proponents are cautioned to take notice that an estimated 50% of the total tonnage is received between June 1 and Sept 1 each year. (See Schedule "B")

Starting in 2017, approximately 150 tonnes of waste, collected in FEL bins, will be delivered to the East Lake landfill site from the North Baptiste depot and approximately 65 tonnes of waste, collected in FEL bins, will be delivered to the East Lake landfill site from the Sand Bay depot.

- (2) This RFP is for the hauling and/or processing of blue box recyclable materials collected at multiple local depot sites and delivered for processing at a licensed Materials Recycling Facility (MRF) which must be within 225km. distance, (450km. return). Schedule "B" provides addresses for each of the depot sites.

- (3) The Municipality operates a two-stream recycling program for the separate collection of fibres and containers. Blue box materials are currently collected in municipally owned 40 yd³ containers. The Municipality intends to sell up to 22, 40 yd³ surplus roll-off containers and lease or purchase enough 8 yd³ Front End Load containers to service all the operating depots.
- (4) Proponents may submit proposals for any or all of the following services:
- A. Emptying, on-truck compacting and hauling of materials from designated sites and processing, marketing and sales of recyclables at a licensed MRF and delivery of specified waste to a designated landfill starting in 2017. Proponents must submit a single proposal for both hauling and processing, however, proponents may subcontract either the processing or hauling component of the proposal if they do not have the existing capacity to provide same. Proponents are advised that a single contract will be signed for all services awarded to a general contractor and any subcontractors will be subject to the same terms and conditions as the general contractor.
 - B. The lease or sale of sufficient numbers of 8 yd³ containers with plastic lids suitable for unsupervised use by Municipal residents, to service all the collection requirements of all active depots, including seasonal increases.
 - C. The purchase and removal of up to 22, 40 yd³ surplus roll-off containers currently in use at the Municipal depots.

3.2 CONTRACT TERM

- (1) The contract term shall be five (5) years from the date of execution of a contract.
- (2) Following sixty (60) days' notice and upon mutual agreement by the Municipality and the Contractor, the contract may be extended on the same terms for up to two (2) further periods of one (1) year each.

3.3 BLUE BOX PROGRAM

- (1) Blue box recyclables are collected at depots located at multiple sites within Hastings County. The recycling depots presently accept:

FIBRES:

- Newspaper, mixed paper, box board, magazines, catalogues, household fine paper, etc.
- Books, soft cover or with hard cover removed, telephone books
- Brown bags, wrapping paper
- Corrugated cardboard

CONTAINERS:

- Aseptic cartons
- Aluminum cans, containers, plates and foil
- Steel cans and containers
- Metal paint cans (empty, dry, lids removed- no plastic paint pails)
- Aerosol cans (empty, no propane or butane containers)
- Frozen Juice containers

- Cartons (milk, juice, cream)
- Egg cartons (plastic or fibre)
- Clear glass containers
- Coloured glass containers
- Plastics containers including PET, HDPE, mixed plastics, tubs & lids
- Clam shell packages
- Expanded Polystyrene packaging

NOTE: Proposals submitted for processing materials must include a full list of recyclable materials currently accepted at the facility and any exceptions to the above list.

- (2) A summary of the tonnages of blue box materials collected at each site is provided in Schedule “B”.
- (3) Data is included for information purposes only and is not necessarily an indicator of the total amounts which can be expected. Although every attempt has been made to ensure accuracy, the Municipality expressly disclaims any liability whatsoever from reliance or non-reliance on the data provided in the attached Schedules. Proponents are advised to review the volumes generated and seasonal variance at each location when determining staffing and equipment requirements in preparation of their proposal submission. Questions concerning the RFP should be directed in writing to the Contract Administrator.

3.4 SERVICING DEPOTS

- (1) The Contractor shall pickup and transfer materials from the Depots upon notification by the Municipal representative. Containers shall be picked up between the hours of 7:00 a.m. and 7:00 p.m., subject to Certificate of Approval operating restrictions, within 48 hrs. following notification by the Municipal representative. Servicing depots after hours may be possible contingent on MOECC and other restrictions. Requests to service depots after hours will be considered on a case by case basis. The contractor will be notified forthwith if scheduling and/or hours of operation changes are required due to weather, maintenance or other short term conditions and will be notified at least sixty (60) days in advance of changes to regularly scheduled operating hours.

The Municipality must be supplied with the name of a responsible contact person and their direct telephone number and e-mail information.

- (2) The Contractor shall satisfy themselves as to the serviceability of all Municipality owned or leased containers at the outset of the contract and shall be responsible for repair of any damage to the containers while in the Contractor’s possession or while the contractor is performing the work.
- (3) At the end of each calendar year, the Contractor shall conduct an inspection of all Municipality owned or leased containers and shall provide a report to the Municipality, on or before January 1st of each year, with the inspection results and any recommendations for repair or replacement.
- (4) The price for servicing depots shall be as provided on the FORM OF PROPOSAL – PART 2 (SCHEDULE OF UNIT PRICES) Section 1 and Section 2.
- (5) In the event that the Municipality requires extra containers for use in the blue box recycling or waste collection program, the Contractor shall offer to provide such containers for rental. The price for monthly rental of containers shall be as provided on the FORM OF PROPOSAL – PART 2 (SCHEDULE OF UNIT PRICES). The Municipality may choose to rent or purchase containers as they deem fit.

3.5 PROCESSING

- (1) The location of the MRF shall be identified in the FORM OF PROPOSAL – PART 2 (SCHEDULE OF UNIT PRICES) and must be within 225km (1 way) of the Municipal offices located at 33011 Hwy. 62 North Maynooth, Ontario, K0L 2S0.
- (2) The MRF Contractor shall assume all responsibility for the processing of materials, marketing, sale and collection of sale revenues. Any cost to the Municipality for the processing of Recyclables and any sharing of revenue proposed by the processor shall be provided on the FORM OF PROPOSAL – PART 2 (SCHEDULE OF UNIT PRICES).
- (3) 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.
- (4) 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.
- (5) 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. W-6 and records shall be made available on request.
- (6) 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.
- (7) 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.

3.6 CONTRACT MANAGEMENT MEETINGS

- (1) The Contractor agrees to participate, at their cost, in contract management meetings as frequently as shall be deemed necessary by the Municipality.

3.7 PERFORMANCE SECURITY

The Successful Proponent shall, upon written notice from the Municipality, be required to furnish within seven (7) days, a suitable, in the sole discretion of the Municipality, performance bond, letter of credit or certified cheque for the amount of Twenty Five Percent (25%) of the total proposed annual contract price to guarantee the full and due performance of the Work, or portion of the Work contracted and such security will remain valid for a period of 12 months. This security shall be renewed annually for the term of the contract.

SCHEDULE A: SAMPLE SERVICE AGREEMENT

THIS AGREEMENT made in duplicate this _____ day of _____, 2016.

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF HASTINGS HIGHLANDS
(The "Municipality")

- AND -

CONTRACTOR NAME
(The "Contractor")

WHEREAS on **(date)** the Municipality issued Request for Proposal # **(insert number)** *(if applicable and Addendum # (insert number) dated (date) [repeat for each Addendum]* for **(enter the description of work)** (the "RFP");

AND WHEREAS on **(enter date of Contractor's proposal)** the Contractor submitted a proposal in response to the RFP (the "Proposal");

AND WHEREAS the Municipality wishes to enter into an agreement with the Contractor for the services, as more particularly described in the RFP, the Proposal and any terms subsequently negotiated by the parties and attached hereto as Schedule "A" and forming part of this Agreement (the "Services");

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and other good and valuable consideration, the sufficiency whereof is acknowledged hereby by the parties, the parties hereto agree with each other as follows:

1. The Contractor shall provide the Services pursuant to all the terms and specifications set out in Schedule "A". If there should be any conflict between the provisions of this Agreement and the provisions of Schedule "A", the provisions of this Agreement shall prevail.
2. The term of this Agreement shall commence _____.
3. The Municipality shall pay the Contractor for Services as outlined in Schedule "A".
4. If the Municipality, acting reasonably, determines that the other party has failed to perform its obligations pursuant to this Agreement, then they may terminate this Agreement upon giving at least one hundred and twenty (120) days written notice to the other party.
5. The Contractor shall indemnify and save harmless the Municipality, 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 arising out of the negligence, errors, omissions, fraud or willful misconduct of the Contractor, its officers, employees, agents and subcontractors, or any of them, attributable to or connected with the performance, non-performance or purported performance of the Contractor obligations pursuant to this Agreement, except to the extent that same is attributable or caused by the negligence of the Municipality, its officers, employees

and agents, or any of them. Further, this indemnity shall survive the expiration or early termination of this Agreement and continue in full force and effect for a period of six (6) years.

6. This Agreement together with its schedule constitutes the entire understanding between the parties. Any change, addition to, or waiver of the terms hereof must be specifically agreed upon, in writing, and signed by both parties. Failure on the part of either party to insist upon the strict observance of any of the terms and/or conditions herein shall not operate as a waiver of such party's right to require the future observance of any such terms or conditions.
7. This Agreement shall not be assigned, in whole or in part, by either party hereto without the prior written consent of the other party. This Agreement, all its covenants, promises and conditions shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.
8. Either party may terminate this Agreement at any time, without notice, for just cause which shall include, without limitation, dishonesty, fraud, willful deceit or failure to properly fulfill the obligations hereunder where such failure is not remedied within ten (10) days after notice of same is given.
9. This Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario, Canada.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

(CONTRACTOR NAME)

Per: _____

Name:

Position:

Per: _____

Name:

Position:

I/We have the authority to bind the Corporation.

**THE CORPORATION OF THE MUNICIPALITY OF
HASTINGS HIGHLANDS**

Per: _____

Name:

Position:

Per: _____

Name:

Position:

I/We have the authority to bind the Corporation.

SCHEDULE B: DEPOT SITE LOCATIONS AND ESTIMATED RECYCLING TONNAGE

*Annual tonnage not guaranteed. Quantities shown below are for reference only.

WOLF CREEK LANDFILL

567 River Rd.

Hwy 62 to Centreview Rd. to Siberia Rd., over bridge, turn right onto River Rd. 3km.

<u>Material</u>	Jan.-March	April-June	July-Sept	Oct.-Dec	Annual Total
40yd ³ Bins	2	5	10	3	20
Fibre	1.06 t	2.62 t	4.67 t	2.08 t	10.43 t
Containers	1.06 t	2.42 t	4.44 t	1.33 t	9.25 t

PAPINEAU LANDFILL

113 South Papineau Lake Rd.

Hwy 62 to South Papineau Lk. Rd.

<u>Material</u>	Jan.-March	April-June	July-Sept	Oct.-Dec	Annual Total
40yd ³ Bins	5	7	14	7	33
Fibre	3.08 t	3.49 t	8.77 t	4.29 t	19.63 t
Containers	2.69 t	3.76 t	6.995 t	2.98 t	16.43 t

MUSCLOW-GREENVIEW LANDFILL

3375 Musclow-Greenview Rd.

Between Graphite Rd. & Salmon Trout Lk. R.

<u>Material</u>	Jan.-March	April-June	July-Sept	Oct.-Dec	Annual Total
40yd ³ Bins	7	13	13	7	40
Fibre	3.83 t	8.38 t	7.62 t	4.98 t	24.81
Containers	3.63 t	6.65 t	7.27 t	4.29 t	21.84 t

EAST LAKE LANDFILL

59 Cardwell Lake Road

Hwy 127 turn East on East Lk. Rd.

<u>Material</u>	Jan.-March	April-June	July-Sept	Oct.-Dec	Annual Total
40yd ³ Bins	6	7	7	7	27
Fibre	3.43 t	3.6 t	3.91 t	4.14 t	15.08 t
Containers	3.05 t	3.39 t	3.4 t	3.51 t	13.35 t

LAKE ST. PETER LANDFILL

2825 Hwy 127

Hwy 127 North

<u>Material</u>	Jan.-March	April-June	July-Sept	Oct.-Dec	Annual Total
40yd ³ Bins	5	8	11	6	30
Fibre	2.80 t	4.62 t	6.669 t	4.48 t	18.569 t
Containers	2.62 t	3.77 t	6.41 t	3.22 t	16.02 t

SOUTH BAPTISTE LANDFILL

2539 South Baptiste Lk Rd

West of Baptiste Village between Bowers Point Road and Diamond Lake Rd.

Material	Jan.-March	April-June	July-Sept	Oct.-Dec	Annual Total
40yd ³ Bins	14	22	32	20	88
Fibre	7.54 t	11.35 t	17.01 t	11.30 t	47.20 t
Containers	7.1 t	10.17 t	16.26 t	10.15 t	43.68 t

NORTH BAPTISTE LANDFILL

353 North Baptiste Lake Road

***Recyclables will be received and hauled to MRF. Waste will be hauled to East Lake starting 2017**

Material	Jan.-March	April-June	July-Sept	Oct.-Dec	Annual Total
40yd ³ Bins	6	8	11	6	31
Fibre	3.08 t	4.27 t	6.29 t	3.68 t	17.32 t
Containers	3.40 t	3.77 t	6.73 t	3.93 t	17.83 t
Res. Waste	15.82 t	33.49 t	47.72 t	22.35 t	119.37 t

SAND BAY LANDFILL

16 Runnalls Lane

Hwy 62 turn North on Sand Bay (south end of Kamaniskeg Lake)

***Recyclables will be received and hauled to MRF. Waste will be hauled to East Lake starting 2017**

Material	Jan.-March	April-June	July-Sept	Oct.-Dec	Annual Total
40yd ³ Bins	2	4	10	3	19
Fibre	1.14 t	2.39 t	5.89 t	1.91 t	11.33 t
Containers	1.06 t	1.76 t	5.005 t	1.43 t	9.255 t
Res. Waste	5.72 t	15.7 t	26.15 t	10.43 t	58.02 t

HICKEY LANDFILL

202 Hickey Road East

Material

Material	Jan.-March	April-June	July-Sept	Oct.-Dec	Annual Total
Com. Bins *	3	5	11	6	25
Com. Tonnes	3.94 t	3.33 t	7.616 t	3.26 t	18.15 t
40yd ³ Bins	3	4	4	5	16
Fibre	4.38	4.32 t	4.32 t	3.65 t	16.67
Containers	1.87	2.45 t	2.37 t	2.31 t	9.01 t

* Commercial bins and tonnes refers to commercial recycling that must be transported and processed separately from residential material. Contractors may continue to haul in 40yd³ municipal owned bins or use supplied 8yd³ bins or propose an alternative method of collecting and transporting this material.

Municipality of Hastings Highlands Recycling Totals

Material	Jan.-March	April-June	July-Sept	Oct.-Dec	Annual Total
40yd ³ Bins	50	79	112	65	306
Fibre	30.34 t	45.04 t	65.15 t	40.51 t	181.04 t
Containers	26.48 t	38.14 t	58.88 t	33.15 t	156.65 t

Municipality of Hastings Highlands

SUMMER Waste Site Hours of Operation May 16/16-Sept. 30/16

	Sand Bay 16 Runnalls Lane Hwy 62 turn North on Sand Bay (south end of Kamaniskeg Lake	Wolf Creek 567 River Rd Hwy 62 to Centreview Rd. to Siberia Rd., over bridge, turn right onto River Rd., dump on left, 2 miles	Papineau Lake 113 South Papineau Lake Road Hwy 62 to South Papineau Lk. Rd., 0.5 km on left	Musclow Greenview 3375 Musclow-Greenview Rd. Between Graphite Rd. & Salmon Trout Lk. R. on west side North of Fire Hall	East Lake 59 Cardwell Lake Road Hwy 127 turn East on East Lk. Rd., 1 mile to N. Cardwell Lk. Rd	Lake St. Peter 2825 Hwy 127 Hwy 127 North past stores, on west side.	North Baptiste 353 North Baptiste Lake Road from Hwy 62 take North Baptiste Lk.Rd -1km	Hickey Rd. East 202 Hickey Road East Hwy 62 to Hickey Road, turn East 2 km	South Baptiste 2539 South Baptiste Lk Rd West of Baptiste Village between Bowers Point Road and Diamond Lake Rd.
Mon					12:00pm-5:00pm				
Tue	7:00am-12:00pm							12:00pm-5:00pm	
Wed		12:00pm-5:00pm	12:00pm-5:00pm		7:00am – 12:00pm				12:00pm-5:00 pm
Thu						12:00pm-5:00pm	12:00pm-5:00pm		
Fri								12:00pm-5:00pm	
Sat	12:00pm-5:00pm		7:00am-12:00pm	7:00am-12:00pm	12:30pm-5:00pm	7:00am-11:30am	12:00pm-5:00pm		7:00am-12:00pm
Sun		12:00pm-5:00pm	2:00pm-7:00pm	12:00pm-5:00pm		2:00pm-7:00 pm	2:00pm-7:00pm		2:00pm – 7:00pm

* Holiday Mondays - All landfill sites regularly open on Sunday will be also be open on holiday Mondays using the same hours as Sunday

Municipality of Hastings Highlands

WINTER Waste Site Hours of Operation Sept. 09/16-May 15/16

	Sand Bay 16 Runnalls Lane Hwy 62 turn North on Sand Bay (south end of Kamaniskeg Lake	Wolf Creek 567 River Rd Hwy 62 to Centreview Rd. to Siberia Rd., over bridge, turn right onto River Rd., dump on left, 2 miles	Papineau Lake 113 South Papineau Lake Road Hwy 62 to South Papineau Lk. Rd., 0.5 km on left	Musclow Greenview 3375 Musclow-Greenview Rd. Between Graphite Rd. & Salmon Trout Lk. R. on west side North of Fire Hall	East Lake 59 Cardwell Lake Road Hwy 127 turn East on East Lk. Rd., 1 mile to N. Cardwell Lk. Rd	Lake St. Peter 2825 Hwy 127 Hwy 127 North past stores, on west side.	North Baptiste 353 North Baptiste Lake Road from Hwy 62 take North Baptiste Lk.Rd -1km	Hickey Rd. East 202 Hickey Road East Hwy 62 to Hickey Road, turn East 2 km	South Baptiste 2539 South Baptiste Lk Rd West of Baptiste Village between Bowers Point Road and Diamond Lake Rd.
Mon									
Tue									
Wed		12:00pm-5:00pm			12:00pm-5:00pm				12:00pm-5:00 pm
Thu						12:00pm-5:00pm	12:00pm-5:00pm		
Fri							12:00pm-5:00pm		
Sat	12:00pm-5:00pm		7:00am-12:00pm		12:00pm-5:00pm		12:00pm-5:00pm		12:00pm-5:00 pm
Sun		12:00pm-5:00pm	2:00pm-7:00pm	12:00pm-5:00pm	12:00pm-5:00pm	12:00pm-5:00pm	12:00pm-5:00pm		12:00pm-5:00 pm

* **Note** – All hours of operation are subject to change on 30 days’ notice.

FORM OF PROPOSAL – PART 1

PROPONENT DECLARATION

This proposal is submitted by: _____
Full Legal Company Name

Address

Address Province Postal Code

Phone No. Fax No.

Email

**TO THE MEMBERS OF COUNCIL OF
THE CORPORATION OF THE MUNICIPALITY OF HASTINGS HIGHLANDS:**

1. I/WE declare that no person, firm or corporation, other than the one whose signature or the signature of whose proper officers and seal is or are attached below, has any interest in this proposal or in the Contract proposed to be taken.
2. I/WE further declare that this proposal is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person making a proposal for the same work and is in all respects fair and without collusion or fraud.
3. I/WE further declare that the several matters stated in the said proposal are in all respects true.
4. I/WE further declare that I/WE have carefully examined the localities and sites of the proposed services as well as the Information to Proponents, General Terms & Conditions, Specifications and Schedules relating to the said RFP and hereby accept the same as part and parcel of this Proposal, and do hereby propose and offer to enter into a contract to do all of the work, and to provide all of the labour and equipment required to provide the services as described or implied therein, including in every case, freight, duty, exchange and sales tax, in effect as of the date of the acceptance of the proposal, and all other charges on the terms and conditions under the provisions therein set forth, and to accept in full payment therefore, as per schedule of prices set forth in the itemized proposal.
5. I/WE agree that this offer is to continue open for acceptance until the formal contract is executed by the successful Proponent for the said work or until 90 days after said opening whichever event first occurs; and that the Municipality may at any time within that period, without notice, accept this proposal whether any proposal had been previously accepted or not.

6. I/WE hereby agree that notification of acceptance of this proposal shall be in writing, and may be sent by prepaid post, and if sent by prepaid post, acceptance shall be deemed to have been made on the date of the mailing of such notification.
7. I/WE acknowledge that I/we have received addenda/addendum Numbers _____ to _____ inclusive, and that all changes specified therein have been included in the process submitted.
8. Our Ministry of Environment Certificate Number is _____.

DATED AT _____

This _____ day of _____, 2015.

 Signature of Signing Officer(s)
(I/We have the authority to bind the Corporation.)

 Corporate Seal or Signature of Witness

 Print Name of Above Signing Officer(s)

 Print Name of Witness

 Position(s)

NOTES:

- (a) If the Proponent is a corporation, the corporate seal must be affixed under the signature of a duly authorized officer or officers of the Corporation.
- (b) If the Proponent is a Partnership each member of the Partnership must sign in the presence of a witness who must also sign,
- (c) If the Proponent is not a Corporation or a Partnership, the Proponent must sign in the presence of a witness who must also sign.

FORM OF PROPOSAL – PART 2 - SCHEDULE OF UNIT PRICES

Proponents may submit pricing for any or all services (1-3) below provided pricing for all subsections of each service is submitted. Submit unit prices excluding HST.

1.0 Servicing Depots, Delivery to MRF and Processing, Marketing and Sale of Recyclables

Consisting of emptying depot containers, on-truck compacting and hauling of materials from designated sites and processing, marketing and sales of recyclables at a licensed MRF and delivery of specified waste to a designated landfill starting in 2017. Proponents must submit a single proposal for both hauling and processing, however, proponents may subcontract either the processing or hauling component of the proposal if they do not have the existing capacity to provide same. Proponents are advised that a single contract will be signed for all services awarded with a general contractor and any subcontractors will be subject to the same terms and conditions as the general contractor.

NOTE: As part of any proposal submitted for hauling/processing, Proponents shall recommend the number of bins to be supplied and proposed service schedules for each depot. Proposals must include a method for hauling and processing commercial recycling received at the Hickey Landfill depot that must be transported and processed separately from residential material. Contractors may continue to haul in 40yd³ Municipal owned bins or use supplied 8yd³ bins or propose an alternative method and price of collecting and transporting this material.

1.1 Fuel Consumption and Cost Estimate (Mandatory for Section 1. proposal submission)

Estimated annual fuel consumption _____ Litres.

Proponents Price per Litre (Ultra Low Sulfur Diesel) _____

NOTE: The base price of fuel for the term(s) of the contract and the fuel price tracking method will be agreed upon on or before the start date of the contract. (See Part 2, Section 2.11 above)

1.2 MRF Name and Location _____

1.3 Basic List of Recyclables (See Part 3 - 3.3 above) Processing/Marketing Price excluding HST:

Fibres: Unit Price/tonne _____

Containers: Unit Price/tonne _____

1.4 Additional cost per tonne added to Basic Unit Price above to process the following:

Materials received in clear plastic bags _____

Shredded Paper (in clear plastic bags) _____

Plastic bags, film plastics, stretch wrap _____

Expanded Polystyrene (Styrofoam) (except packaging peanuts) _____

Hot beverage cups _____

1.5 Revenue Share:

Specify any share of revenue from recyclable materials sold to be credited against the processing price submitted in 1.3 above:

Revenue Share: Percent of total revenue received from marketing recyclables _____ %

or

Revenue Share: Flat Rate \$/tonne from marketing recyclables \$ _____

or

Revenue Share: Other (Specify) _____

NOTE: Proposals submitted for processing materials must include a full list of recyclable materials currently accepted at the facility and any exceptions to the basic list in Part 3, Section 3.3 above.

2.0 Bin Rental/Purchase (if/as required)

The supply via lease or sale of sufficient numbers of 8 yd³ containers with plastic lids suitable for unsupervised use by adult Municipal residents, to service all the collection requirements of all active depots, including seasonal increases. Proponents shall recommend number of bins to be supplied.

8 yd³ Bin: Unit **Rental Price/Month** excluding HST _____

8 yd³ Bin: Unit **Purchase Price** excluding HST _____

*Total number of 8 yd³ bins recommended to service depots _____

* Including commercial recycling at Hickey Lake Landfill, if applicable, and waste transfer from Sand Bay and North Baptiste Landfills starting in 2017.

3.0 Purchase and Removal of Surplus 40 Yd³ Roll-Off Containers

The Municipality intends to make available for purchase and removal up to 22, surplus 40 yd³ roll-off containers currently in use at the Municipal depots.

Purchasers must satisfy themselves as to the condition and serviceability of the bins. Bins may be viewed during regular hours of operation at the Municipal depots specified above.

The municipality makes no warranties or claims with respect to the intended use of the bins. All bins are offered in an "as is" "where is" condition.

Total number of bins required: _____

Price per bin offered: _____

Note: At time of sale, HST will be collected in addition to price per bin offered above.

4.0 Exceptions

The Proponent shall list below any/all exceptions to the Scope of Work or any other provision of this RFP in sufficient detail to permit a clear understanding of the effects of such exception on the terms, operations and/or service levels proposed.

The proponent shall also provide sufficient detail of the costs of any exceptions listed below to permit a clear understanding of the financial implications to the proponents' proposal. The exceptions costing information provided shall be so indicated and included in the sealed **"Hauling & Processing PRICE PROPOSAL"** envelope as provided in Section 1.5 above.

Signature of Signing Officer(s)
(I/We have the authority to bind the Corporation.)

Print Name of Above Signing Officer(s)

Position(s)

Corporate Seal or Signature of Witness

Print Name of Witness

Date

FORM OF PROPOSAL – PART 3

PROPONENT INFORMATION FORM

Please type or print clearly.

Full Legal Name of Company: _____

Full Business Mailing Address of Company: _____

Name of Signing Officer: _____

Position of Signing Officer: _____

Telephone Numbers – Business: _____

Cellular: _____

Fax Number: _____

Email: _____

Proponents are required to furnish up to three (3) satisfactory references demonstrating that they have the ability, experience and resources necessary to carry out the work. If insufficient space is provided on this page, please provide the required information in the same format in a separate attachment appended to this proposal document.

The proposals of the following sub-contractors have been used in the compilation of this proposal. The Proponent acknowledges that the sub-contractors listed below are known to the Proponent as competent to furnish service of the kind and quality required by the RFP documents and with such diligence as will eliminate delay in the carrying out of the service.

Proponents are required to furnish up to three (3) satisfactory references for each proposed sub-contractor, demonstrating that they have the ability, experience and resources necessary to carry out the work.

Please provide the full legal business name and address for each proposed sub-contractor.

If insufficient space is provided on this page, please provide the required information in the same format in a separate attachment appended to this proposal document.

Check here if NO sub-contractors will be used.

ACKNOWLEDGEMENT LETTER

The undersigned has received the full set of proposal documents:

Signature

Company

Name (please print)

Address

Title

City

Phone

Fax

Email

Date

Return immediately to:

Address: **Municipality of Hastings Highlands**
33011 Hwy. 62 North
P.O. Box 130
Maynooth, Ontario, K0L 2S0

Attention: **Adrian Tomasini**
Operations Manager
Phone: (613) 338-2818 x.288
Toll Free: 1 (877) 338-2818 x.288
Fax: (613) 338-3292
Website: www.hastingshighlands.ca

*A respondent who signs and returns this Acknowledgement Letter is **NOT** obligated to submit a proposal. However, by returning this document, the Municipality will be able to contact you directly with any amendments or addenda.*

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