



Waste Management Collection Services

TENDER REFERENCE: T-2019-18

CLOSING DATE: 2:00:00 p.m., Wednesday, July 17, 2019

**THE CORPORATION OF THE CITY OF STRATFORD**  
**Infrastructure and Development Services**

Accessible Documentation

Should you require a copy of this document in accessible formats, please contact the purchasing department at 519-271-0250 ext. 280 or [purchasing@stratford.ca](mailto:purchasing@stratford.ca).

WASTE MANAGEMENT COLLECTION SERVICES  
Infrastructure and Development Services Department

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All Bidders shall have a Bidding System Vendor account and be registered as a Plan Taker for this Bid opportunity, which will enable the Bidder to download the Bid Call Document, to receive Addenda/Addendum email notifications, download Addendums and to submit their bid electronically through the Bidding System.

ELECTRONIC BID SUBMISSIONS ONLY, shall be received by the Bidding System, no later than 2:00:00 p.m. (14:00:00 hours) local time, on Wednesday, July 17, 2019.

The closing time shall be determined by the Bidding system web clock.

HARD-COPY PROPOSAL SUBMISSIONS SHALL **NOT** BE ACCEPTED.

Bidders are cautioned that the timing of their Bid Submission is based on when the Bid is RECEIVED by the Bidding System, not when a Bid is submitted by a Bidder, as Bid transmission can be delayed in an "*Internet Traffic Jam*" due to file transfer size, transmission speed, etc.

For the above reasons, the City of Stratford (City) recommends that Bidders allow sufficient time to upload their Bid Submission and attachment(s) (if applicable) and to resolve any issues that may arise. The closing time and date shall be determined by the Bidding System web clock.

Bidders should contact the Purchasing Clerk listed below, at least twenty-four (24) hours prior to the closing time and date, if they encounter any problems. The Bidding System will send a confirmation email to the Bidder advising that their bid was submitted successfully. If you do not receive a confirmation email, contact the Purchasing Clerk immediately.

Late Bids shall not be accepted by the Bidding System.

To ensure receipt of the latest information and updates via email regarding this bid, or if a Bidder has obtained this Bid Document from a third party, the onus is on the Bidder to create a Bidding System Vendor account and register as a Plan Taker for the bid opportunity at [Stratford.bidsandtenders.ca](http://Stratford.bidsandtenders.ca).

**Questions** - if a Bidder needs to address any discrepancies, errors and/or omissions in the Bid Document, or if they be in doubt as to any part thereof they shall submit questions in writing through the City's Bid Opportunities website using "**Submit a Question**" link associated with this bid opportunity.

The deadline to submit questions is Thursday, June 27, 2019. Responses to any questions shall be posted in a timely manner and accessible by all Bidders.

WASTE MANAGEMENT COLLECTION SERVICES  
Infrastructure and Development Services Department

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To be considered, the Bid must be received by the Bidding System on or before  
**2:00:00 p.m. (14:00:00 hours) local time, on Wednesday, July 17, 2019.**

The City shall not be responsible for responding to questions that are sent other than through the designated "Submit a Question" link. The City may not respond to questions received after the Deadline for Questions, as stated above. No such questions or other communications are to be directed to anyone other than the Purchasing Clerk. The City is under no obligation to provide additional information, and the City is not responsible for any information provided by or obtained from any source other than by written addendum issued by the Purchasing Clerk.

Bidders may edit or withdraw their Bid Submission prior to the closing time and date. However, the Proponent is solely responsible to:

- i) Ensure the re-submitted bid is RECEIVED by the Bidding System no later than 2:00:00 p.m. (14:00:00 hours) local time, on the Bid Closing Date.

Purchasing Clerk: Kathy Lauze

Email: [klauze@stratford.ca](mailto:klauze@stratford.ca)

(Do not send bid submissions to this address, submit your bid only through the Bidding System, as directed).

Telephone: 519-271-0250 ext. 280

## EMERGENCY/CONTACTS LIST

### EMERGENCY NUMBER

**911**

POISON INFORMATION CENTRE  
ENVIRONMENTAL SPILL REPORTING

1-800-268-9017  
1-800-268-6060

### EMERGENCY SERVICES (Office Calls)

AMBULANCE SERVICES  
STRATFORD POLICE SERVICES  
STRATFORD FIRE DEPARTMENT  
STRATFORD GENERAL HOSPITAL

1-800-265-1868  
519-271-4143  
519-271-3213  
519-271-2120

### UTILITIES/LOCATE INFORMATION

#### ONTARIO ONE CALL

BELL CANADA  
UNION GAS  
FESTIVAL HYDRO  
ROGERS CABLE TV  
MORNINGTON COMMUNICATIONS  
QUADRO COMMUNICATIONS  
WIGHTMAN TELECOM

1-800-400-2255

HYDRO ONE (Call Centre)  
WATER POLLUTION CONTROL PLANT (OCWA)

1-888-664-9376  
519-271-9071

### CITY OF STRATFORD

INFRASTRUCTURE & DEVELOPMENT SERVICES  
PUBLIC WORKS DIVISION AFTER HOURS  
WATER DIVISION AFTER HOURS

519-271-0250 ext. 222  
519-271-0820  
519-271-4700

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## **INSTRUCTIONS TO BIDDERS**

1. The intent of this project is to supply the necessary labour, materials, equipment and services required to complete Waste Management Collection Services as per attached General Terms and Conditions, and Specifications.
2. All unit prices will be excluding the applicable H.S.T.
3. The e-bid system separates Harmonized Sales Tax (H.S.T.) in the total Bid Price. The bidder is responsible for ensuring the accurateness of the Schedule of Prices inputted into the e-bidding system. It is the responsibility of the bidder to verify with the Customs and Excise Branch of Canada Customs and Revenue Agency any rulings for payment of tax or tax exemptions. Prices quoted shall be in Canadian funds inclusive of customs, duty and freight and F.O.B. job site, Stratford, Ontario.
4. Prices quoted are to remain firm for acceptance for a period of ninety (90) days after closing date unless otherwise stated herein.
5. Each Bidder must thoroughly examine all documents as well make their own estimate for the proposed work before submitting their bid and must satisfy themselves by personal examinations as to the local conditions to be met while completing the specified work.

They are not to claim at any time after the submission of their bid that there was any misunderstanding of the terms and conditions of the Contract relating to the site conditions.

6. The bidder warrants that any goods, materials, articles or equipment to be supplied under or pursuant to any official order or contract based on this Bid, that is or are to be made or used for a particular purpose, will be fit and suitable for that purpose.
7. The bidder shall be allowed ten (10) calendar days from the date of the notification of acceptance to either provide all required documents to the department issuing the bid and in turn they will create a purchase order to authorize the work.

Or to execute and return the contract along with all required documents to the Designated Official. The executed contract will then be signed by the City and a copy will be returned to the contractor.

The City, at its sole discretion, will determine the best method to use under the circumstances.

8. The estimated starting date for this project is November 1<sup>st</sup> 2019. The successful bidder agrees to start the work on this project within seven (7) calendar days from confirmation that the work can start.
  9. Time shall in all respects be of the essence hereof provided that the time for doing or completing or any matter provided for herein may be extended or abridged by an agreement in writing signed by the parties hereto.
  10. Unless otherwise stipulated in writing, the terms of payment shall be net thirty (30) days from date of receipt of the invoice or net thirty (30) days from acceptance of goods, whichever is later. Invoices shall be forwarded to City of Stratford, [Accounts Payable](#)<sup>1</sup> for processing.
  14. Bidders may edit and withdraw their bid submission prior to the closing time and date. However the Bidder is solely responsible to ensure the re-submitted bid is received by the Bidding System no later than 2:00:00 p.m. (14:00:00 hours) local time, on the Bid closing Date.
  15. Bidders shall acknowledge receipt of any addenda when submitting their Bid through the Bidding System. Bidders shall check a box for each addendum/addenda and any applicable attachments that has been issued before a Bidder can submit their Bid submission online.
- Addendum/Addenda will typically be issued through the Bidding System, Forty-eight (48) Hours prior to Closing Time and Date.
- In the event an addendum is issued within forty-eight (48) hours prior to Closing Time and Date, it may include an extension of the Closing Time and Date. It is the responsibility of the Bidder to have received all Addendum/Addenda that have been issued. Bidders should check online at <https://stratford.bidsandtenders.ca> prior to submitting their Bid and up until Bid closing time and date in the event additional addendums are issued.

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<sup>1</sup> accountspayable@stratfordcanada.ca

The City encourages Bidders **not** to submit their Bid **prior to** forty-eight (48) hours before the Bid closing time and date, in the event that an addendum is issued. If a Bidder submits their bid prior to this or at any time prior to the bid closing and an addendum/addenda is issued by the City, the Bidding System shall **WITHDRAW** their Bid submission and change their Bid submission to an **INCOMPLETE STATUS (NOT accepted by the Owner)** and the Withdrawn Bid can be viewed by the Bidder in the "**MY BIDS**" section of the Bidding System. The Bidder is solely responsible to:

- i) make any required adjustments to their Bid; and
- ii) acknowledge the addendum/addenda; and
- iii) Ensure the re-submitted Bid is **RECEIVED** by the Bidding System no later than 2:00:00 p.m. (14:00:00 hours) local time, on the Bid Closing Date.

**NOTE:** Additional company contacts are recommended for the reasons outlined below:

- Do **not** invite any additional contacts that you do not want to have access to view, edit, submit and/or withdraw or who may be in direct competition for example (a company may have two divisions that could compete for the same Bid Opportunity).
- You are strongly urged when creating or updating a Bidding System Vendor account to add additional company contacts to create their own login to the Bidding System. This will permit your invited contacts that have created their own login to manage (register, submit, edit and withdraw) Bids which your Company is a Registered Plan Taker for. In the event you are on vacation, or due to illness, etc. these additional contacts may act on your Company's behalf and have the authority to; receive addendum notifications from the Bidding System, and where permitted by the terms and conditions of the Bid Call Document, to submit Bids electronically through the Bidding System and/or withdraw and/or edit and/or acknowledge addendum/addenda, on your behalf.
- If you are an invited company contact, it is imperative that you create your login from the link contained in the email invitation. Do NOT go directly to <https://stratford.bidsandtenders.ca> website and create a separate vendor account.

16. The use of N/A should be avoided. N/A can mean several things. Not available, Not applicable because there is no charge for the item, or Not applicable because the item is not proposed.



17. No bid will be accepted from any Bidder inclusive of its subcontractor(s), which has a claim or instituted a legal proceeding or has threatened a claim or instituted a legal proceeding against The City or against whom the City has a claim or instituted a legal proceeding with respect to any previous contract, without prior approval by Council.
18. The lowest or any compliant Bid will not necessarily be accepted. The City reserves the right to accept or reject any or all bids, to award the contract to other than the bidder submitting the lowest bid, or on a split-order basis, lump-sum or individual-item basis, or such combination as shall best serve the interests of the City.

## **1.0 REQUIREMENT**

The Corporation of the City of Stratford (hereinafter referred to as the City) is requesting Tender submissions to acquire the services of a Contractor(s) for a seven (7) year term beginning November 1, 2019. The services are to include to:

1. Collect Recyclables, Garbage, Source Separated Organics (SSO) {Optional} and Leaf and Yard Waste {Optional} from all residential single family curbside stops (approximately 11,128 stops)
2. Collect Recyclables from all identified commercial locations using standard blue boxes
3. Collect Recyclables from all identified commercial locations using large rolling carts
4. Collect Recyclables from all identified educational institutions using large rolling carts
5. Collect Recyclables from all residential multi-family stops using large rolling carts
6. Collect Source Separated Organics from all commercial, educational and multi-family sources
7. Deliver the collected materials to the following locations:
  - Recyclables: Bluewater Recycling Association, 415 Canada Avenue, Huron Park ON
  - Garbage: City of Stratford Landfill, 777 Romeo Street South, Stratford ON
  - Yard Waste: City of Stratford Landfill, 777 Romeo Street South, Stratford ON
  - SSO: Stormfisher Ltd., Transfer site location: 806548 Oxford Road, Drumbo ON for a minimum of 2 years then once the City of Stratford has an established SSO Processing Facility; the location will be 701 West Gore Street, Stratford ON. This collection is pending council approval.

## WASTE MANAGEMENT COLLECTION SERVICES

### Infrastructure and Development Services Department

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Currently garbage is collected weekly and recyclables are collected bi-weekly on the same day. The City may move to weekly collection for recyclables in the future, and as such is requesting proposals for both weekly and bi-weekly recyclables collection.

Currently yard waste is collected twelve (12) weeks during the year and Christmas trees are collected one week in January. These weeks include:

- One (1) week in January;
- Three (3) weeks in the Spring;
- Three (3) weeks in the Summer; and
- Five (6) weeks in the Fall

The City may elect to implement an SSO collection program in the future, and as such is requesting proposals for weekly collection of SSO (Part C of this TENDER). The City maintains the right not to implement an SSO collection program if it is deemed to be in the best interest of the City, in its sole discretion.

#### **Renewal**

1. The City, at its absolute sole discretion, has the option to renew the contract for a further one (1) year period.
2. In determining whether to renew the contract, the City will consider the following, but not be limited to performance, price and value.

**Appendix A and B** outline the particulars of the current collection program.

The Work has been divided into different "Parts" that include some or all of the aforementioned Work as follows. Bidders can submit proposals on Parts A, B, C or D.

#### **Part A:** Blue Box Recyclables:

- Option A) All sources identified above including residential single family **bi-weekly** collection
- Option B) All sources identified above including residential single family **weekly** collection

**Part B:** Garbage: All sources identified above, **weekly** collection

**Part C:** Source Separated Organics (SSO): Residential single family weekly SSO collection, commercial, educational and multi-family sources

**Part D:** Yard Waste: Residential single family yard waste collection per the stated frequency

Bidders are advised that the City reserves the right to award different Parts of the Work to separate contractors. Only a contractor awarded Part A, B and/or C would be awarded the yard waste collection. If the City does not award yard waste collection as a result of this tender, the City reserves the right to issue a separate collection tender at a later date.

## 2.0 GENERAL TERMS AND CONDITIONS

### 1. EXTENT:

The Contractor shall be liable for all costs of doing the work, including labour, benefits, equipment, operating materials and taxes.

### 2. TENDER DEPOSIT:

Bidders shall be required upload their Bid Deposit, to the Bidding System, in the bid submission file labelled "Bid Deposit and Agreement to Bond."

Bidders shall create a single zip file (See Bidding System instruction on how to create a zip file) containing both their Bid Deposit and Agreement to Bond and upload the zipped file to the file labelled "Bid Deposit and Agreement to Bond."

Each Bid shall be accompanied by a tender deposit for in a form of a certified cheque/bank draft/ letter of credit/or bid bond, using the most current CCDC format, with 90 day validity payable to The Corporation of the City of Stratford in the amount of;

Part "A" - \$30,000.00

Part "B" - \$30,000.00

Part "C" - \$30,000.00

The Bid Deposit shall be in the form of **one of the five following** Bid Deposit options and **shall be submitted with your Electronic bid submission,** as instructed above

#### **Option # 1: A Scanned Certified Cheque – (Pdf Format)**

Bidders shall **scan and up-load** a copy of the Certified Cheque and follow the upload instructions as stated above.

The original bid deposit may be required to follow within 48 hours of the Bid Closing Time and Date.

#### **Option # 2: A Scanned Bank Draft – (Pdf Format)**

Bidders shall **scan and up-load** a copy of the Bank Draft and follow the upload instructions as stated above.

The original bid deposit may be required to follow within 48 hours of the Bid Closing Time and Date.

### **Option # 3: A Digital Bid Bond.**

Bidders shall **up-load** a copy of the Digital Bid Bond and follow the upload instructions as stated above.

If Bidders are using this option, the Bidder and the Bidder's Surety should refer to the e-bonding information on [Surety Association of Canada's website](#). Information at this site includes;

- A list of third parties that provide online surety digital bond services such as Mobile Bonds or Xenex Enterprises Inc. The City does not endorse or promote any third-party digital bond service provider.
- An Industry Checklist that Digital Bonds provided should meet.

All instruction details for accessing authentication should be included with the up-loaded Bond.

### **Option # 4: A Scanned Paper Bid Bond – (Pdf Format)**

Bidders shall **scan and up-load** a copy of the Paper Bid Bond and follow the upload instructions as stated above.

The original bid deposit may be required to follow within 48 hours of the Bid Closing Time and Date.

If this alternative is used, Bidders should request either; an Ink seal from their Surety or trace over the embossed seal prior to scanning to allow for the seal to be visible to the City.

### **Option # 5: A Scanned Irrevocable Letter of Credit – (Pdf Format)**

Bidders shall **scan and up-load** a copy of the Irrevocable Letter of Credit and follow the upload instructions as stated above.

The original bid deposit may be required to follow within 48 hours of the Bid Closing Time and Date.

Applicable to above options:

Bonds shall be issued by reputable Bonding Companies, licensed to carry on business in Ontario. Bid bonds must be irrevocable and open for bid acceptance for at least ninety (90) days from the date of bid opening.

The Bid Deposit is provided as assurance that should the bid be accepted by the City, a Contract will be entered into for the proper performance of the work within ten (10) calendar days following written notification from the City to the selected Bidder.

Once the unofficial bid results have been posted to the Bidding System by the City, the Bid Deposit of all Bidders, except the two lowest Responsible and Responsive Bidders, shall be returned upon the request of the Bidder.

When the Contract is executed by the selected Bidder and the City, the Bid Deposit of the selected Bidder and the second lowest Responsible and Responsive Bidder shall be returned, upon request of the Bidder.

The demand for the return of a tender deposit in accordance herewith or the return of a tender deposit by the City to a bidder whose tender has not been accepted, shall constitute the withdrawal of the expiry of the validity of the tender. Except as otherwise herein provided, the bidder guarantees that if their tender is withdrawn before the City shall have considered the tenders, or before or after they have been notified that their tender has been recommended to the City for the acceptance, or that the City does not, for any reason, receive within the said period of ten (10) days, and as required herein, the Agreement, executed by the bidder, the contract bond executed by the bidder and the surety company and other documents required herein, the City may retain the tender deposit, for the use of the City, and may accept any tender, advertise for new tenders, negotiate a contract, or not accept any tender, as the City may deem advisable.

### 3. Agreement To Bond

#### (i) Agreement to Bond

The tenderer shall include with their tender the Agreement to Bond in the form enclosed herewith, executed under its corporate seal by the surety company from which they proposed to obtain the bond.

The Agreement to Bond shall be in **one of the two following options** and **shall be submitted with your Electronic bid submission**.

Bidders may also use the City's Agreement to Bond Form provided in this Bid Call Document or other form used by a Surety company, authorized by law to do business in the Province of Ontario and acceptable to the City shall be submitted with your Bid.

#### **Option # 1: Digital Agreement to Bond**

The same instructions and terms as stated for the Digital Bid Bond shall apply.

**Option # 2: A Scanned Paper Agreement to Bond – (Pdf)**

The same instructions and terms as stated for the Scanned Paper Bid Bond shall apply.

The successful bidder shall supply;

(ii) Performance Bond

The tenderer agrees that they will furnish a contract performance bond in the amount of 50% of the annual contract amount, using the most current Canadian Construction Documents Committee (CCDC) format. Such performance bond shall guarantee faithful performance of the Contract during the period of the Contract, including the period of guaranteed maintenance and warranty.

Or

**Option # 3: A Scanned Paper Letter Agreeing to Provide An Irrevocable Standby Letter of Credit – (Pdf)**

- (iv) an irrevocable Standby Letter of Credit that is subject to the Uniform Customs and Practice of Documentary Credits of the International Chamber of Commerce, current at the time of issuance of this standby letter of credit in the amount of 50% of the annual contracted amount submitted. The irrevocable standby letter of credit must be provided by the successful bidder prior to execution of the agreement by the City and before commencement of any work.

Any costs associated with these items are the responsibility and cost of the bidder. Note that no interest will be paid for deposits held by The Corporation of the City of Stratford. Bidders are deemed to have made allowances for this requirement in their contract bid price.

These bonds shall guarantee all conditions as set out in the contract, including not only all matters pertaining to the proper execution of the work, but also all matters for which the contract is responsible throughout the period of maintenance and warranty and/or until the contract is deemed complete by the City.

Any Bid Bond, Agreement to Bond, Performance Bond or Labour and Material payment Bond must name the "Principal" as the firm carrying out the work and not a sub-contractor or manufacturer supplying commodities to the firm carrying out the work.

4. INSURANCE:

Before commencement of the work the Contractor must furnish to The Corporation of the City of Stratford, a certificate of insurance **(on the Certificate of Insurance form provided at the end of this section)** detailing such coverage as provided under the Commercial General Liability policy, Non Owned Automobile Liability policy and Standard Owners Automobile Liability policy, and Environmental Impairment Liability. Coverage shall be affected by such Insurer(s) licensed in the Province of Ontario, Canada, and/or acceptable to The Corporation of the City of Stratford.

The Commercial General Liability shall be on an "Occurrence basis". "Claims Made" and/or Comprehensive General Liability policies are not acceptable unless approved in writing by the Manager of Financial Services.

The policies will not be altered to the detriment of the City, cancelled or allowed to lapse without giving 30 days written notice to The Corporation of the City of Stratford and shall remain in force from Contract execution to the end of the Warranty period.

The Corporation of the City of Stratford must be included as Additional Insured with respect to the Commercial General Liability policy.

If the Certificate of Insurance is provided in a non-original form (e.g. a facsimile, photocopy or scanned electronic copy), the Bidder acknowledges and agrees that the City is fully entitled to treat any such Certificate as an original and that the Bidder will be responsible for the accuracy and validity of the information contained therein.

**Mandatory Coverage:**

- (i) Commercial General Liability (IBC 2100 or its Equivalency)  
Shall include the Owner, and its employees as Insureds. The Corporation of the City of Stratford, Consultants and such other entities as directed shall be added as additional Insureds. Minimum acceptable limits are \$5,000,000 per Occurrence.

The Commercial General Liability policy must include "Blanket Contractual Liability" and "Cross Liability" endorsements.

Maximum Property Damage/Bodily Injury Deductible \$2,500 for which The Contractor assumes full responsibility.

- (ii) Non Owned Automobile Liability Policy  
Minimum Limits of Liability \$5,000,000 and coverage must be extended to include vehicles hired under Contract.
- (iii) Standard Owners Automobile Liability Policy  
Ontario Automobile Policy (OAP 1) with minimum Limits of Liability of \$5,000,000 covering both owned and leased vehicles.
- (iv) Environment Impairment Liability Insurance  
Covering the work and services described in this bid including coverage for the loss or claims arising from contamination to third party property or bodily injury during transit. Such policy shall provide coverage for an amount not less than \$2,000,000.00 and shall remain in force for twelve (12) months following completion of work.
- (v) The Corporation of the City of Stratford may require coverage for other hazards as required on a project basis.
- (vi) The Corporation of the City of Stratford reserves the right to modify the insurance requirements as deemed suitable.

5. INDEMNIFICATION

The Successful Bidder shall indemnify and save harmless the City, its Council Members, officers, agents, contractors and employees from and against all claims, demands, losses, damages, costs, liabilities, expenses, actions and suits that may arise, directly or indirectly from its performance of the contract or by reason of any matter or thing done, permitted or omitted to be done by the Successful Bidder or its agents or employees with respect to the contract. The obligations contained in this paragraph shall survive the termination or expiry of the contract.

6. WORKPLACE SAFETY & INSURANCE BOARD:

The successful bidder shall furnish a WSIB Clearance Certificate indicating their WSIB firm number, account number and that their account is in good standing. This certificate must be furnished prior to commencement of work, and shall provide additional certificates prior to the expiry date of the certificate on file during the term of the contract to ensure their WSIB account in good standing throughout the contract term.

Should a contractor be an independent operator, a valid Independent Operator Number from the Workplace Safety and Insurance Board which includes personal coverage shall be provided.



7. PATENTS AND COPYRIGHTS:

The Contractor shall indemnify and save harmless the Corporation from all and every claim for damages, royalties or fees for the infringement of any patented invention, trademark or copyright occasioned by him in connection with work done or material furnished by him under this Contract.

8. HEALTH & SAFETY:

The classification of Contractors and Sub-Contractors in the City of Stratford Health and Safety Policies and Procedures Manual is external to the City of Stratford and includes all those individuals or organizations working on a contract for the City of Stratford. The health and safety responsibilities attached to this classification include the following:

- Demonstrate the establishment and maintenance of health and safety program, with objectives and standards and will provide qualified workers and meet all applicable legislation as well as City of Stratford Health and Safety Policies and Procedures.
- Are held accountable for their health and safety performance.
- Ensure the workers in their employ are aware of the hazardous substances that may be in use at the workplace and wear the appropriate personal protective equipment required for the area.

Proof of the above may be required by the City at any time over the Contract period.

All work performed under this Contract must be carried out in accordance with the terms and conditions of the Occupational Health & Safety Act, R.S.O., 1990, C.01. as amended, the Building Code Act, 1992, S.O. 1992, c. 23 as amended, the Environmental Protection Act, the Highway Traffic Act and all other Applicable Laws, Regulations, By-Laws, Policies, Guidelines and/or Plans governing the work to be performed. Violations of any such legislation may result in a termination of this agreement.

The City of Stratford – [Health & Safety Manual](#)<sup>2</sup> details the minimum standards for Health & Safety Best Practices. Especially Note Policy 4, Page 9; Contractors & Subcontractors Responsibilities and Duties as well as Policy 21, Contract Administration.

**NOTE:** Each successful contractor MUST comply with the City of Stratford's Contractor Health and Safety Program and provide all required documents as noted in that program or requested by the City Representative.

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<sup>2</sup> <https://www.stratfordcanada.ca/en/insidecityhall/humanresources.asp>

9. COMPLIANCE WITH AODA ACCESSIBILITY STANDARDS:

The Bidder shall comply with applicable Regulations of the *Accessibility for Ontarians with Disabilities Act, 2005 (the AODA)*, with regard to the provision of its goods or services contemplated herein, specifically:

- Ontario Regulation 191/11: *Integrated Accessibility Standards*

The Bidder shall ensure that any employees, agents, volunteers, or others for whom it is at law responsible and who are involved in providing goods and services to the City of Stratford receive training as required by these regulations.

The Bidder acknowledges that pursuant to the AODA, the City of Stratford must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services. Please review The City's [Accessibility Plan](https://www.stratfordcanada.ca/en/insidecityhall/resources/Accessibility/Updated_Multi-Year_Plan_July_2014.pdf)<sup>3</sup>.

The Bidder further acknowledges that any documents it produces for the City of Stratford which may be posted to the City website or otherwise be published, shall be prepared in accordance with AODA requirements and [City of Stratford Accessible Communications Reference Guide](https://www.stratfordcanada.ca/en/insidecityhall/resources/Accessibility/City_of_Stratford_Accessible_Communications_Reference_Guide_Apr_2015.pdf)<sup>4</sup>.

10. MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (MFIPPA):

In accordance with the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, as amended, this is to advise that the personal information Bidders provide is being collected under authority of the Municipal Act and will be used exclusively in the selection process. All bids submitted become the property of The Corporation of the City of Stratford. Because of MFIPPA, Bidders are reminded to identify in their bid material any specific scientific, technical, commercial, proprietary, or similar confidential information, the disclosure of which could cause them injury. Complete bids are not to be identified as confidential.

11. CONFIDENTIALITY:

All requirements and information obtained by the Bidder in connection with the bid are the property of the municipality and its, Agencies, Boards and Commissions, and must be treated as confidential and not used for any purpose other than for replying to this bid and for the fulfillment of any contract.

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<sup>3</sup> [https://www.stratfordcanada.ca/en/insidecityhall/resources/Accessibility/Updated\\_Multi-Year\\_Plan\\_July\\_2014.pdf](https://www.stratfordcanada.ca/en/insidecityhall/resources/Accessibility/Updated_Multi-Year_Plan_July_2014.pdf)

<sup>4</sup> [https://www.stratfordcanada.ca/en/insidecityhall/resources/Accessibility/City\\_of\\_Stratford\\_Accessible\\_Communications\\_Reference\\_Guide\\_Apr\\_2015.pdf](https://www.stratfordcanada.ca/en/insidecityhall/resources/Accessibility/City_of_Stratford_Accessible_Communications_Reference_Guide_Apr_2015.pdf)

**12. PERMITS, LICENSES AND REGULATIONS:**

The Bidder shall apply and pay for all necessary permits and licenses, approvals and consents required for the execution of the work. The Bidder shall give all necessary notices and pay all fees required. The Bidder shall comply with all applicable laws, including but not limited to the Building Code of Ontario, Waste Free Ontario Act, 2016, Resource Recovery and Circular Economy Act, 2016, Waste Diversion Act, 2002 and Provincial Blue Box Program Plan, Municipal by-laws, rules, regulations, and requirements relating to the work and to the preservation of public health. The Bidder shall be responsible for the safety of all workers and equipment on the site in accordance with all applicable safety legislation passed by Federal, Provincial and Local Authorities governing construction safety.

**13. AUTHORITY TO CHANGE:**

No changes shall be made from this document without the approval of the Department tendering. Staff does not have the authority to request changes.

**14. PROTECTION OF PROPERTY:**

The Contractor will be responsible for any damage that may occur relative to the execution of all operations arising from this Contract. Any damage done to the City's or surrounding property must be made good to the satisfaction of The Corporation of the City of Stratford.

**15. PARKING/DUMPSTERS/PRODUCT/TOOLS AND EQUIPMENT STORAGE:**

It is the responsibility of the Contractor to investigate local conditions, by-laws, restrictions etc., pertaining to parking of vehicles or equipment, location of on-site dumpsters or storage of work-related materials, supplies, tools and equipment with respect to this project.

**16. DELAY IN PROJECT:**

All damage, loss, expense and delay incurred or experienced by the Contractor in the execution of the work, by reason of unanticipated difficulties, shall be borne by the Contractor and shall not be the subject of a claim for additional compensation.

**17. NO ADDITIONAL PAYMENT FOR INCREASED COSTS:**

The amount payable to the Contractor under the contract will not be increased or decreased by reason of any increase or decrease in the cost of the work brought about by any increase or decrease in the cost of plant, equipment, labour, materials, or the wage rates set out and prescribed herein.

### **3.0 SUPPLEMENTARY GENERAL TERMS AND CONDITIONS**

#### **3.1 Assignment of Contract**

The Contractor acknowledges and understands that the Municipality is subject to its statutory and regulatory obligations set out in the Applicable Laws as they relate to waste diversion and the blue box program including but not limited to the Waste Free Ontario Act, 2016, Waste Diversion Act, 2002, and Provincial Blue Box Program Plan (BBPP). The Contractor agrees that the repeal, replacement or amendment of any applicable legislation governing the obligations and activities of the Municipality as it relates to the matters provided in this Agreement shall permit the Municipality to assign this Contract. The Contractor agrees that such assignment will become effective upon providing thirty (30) calendar days' written notice to the Contractor and the Contractor shall accept such assignment forthwith and execute all documentation as may be required to give full effect to such assignment.

The Contractor acknowledges and agrees that it shall not be entitled to any compensation, fees or damages for any assignment due to a change in the applicable legislative and/or statutory requirements relating to the services provided under the terms of this Contract nor any change in fees charged for services provided under the Contract save and except those changes agreed in advance of the assignment negotiated under the provisions of the change management clause set in this Contract. The Contractor agrees that the Municipality shall have no liability whatsoever, howsoever incurred, for any additional costs after the assignment date save and except those costs negotiated in advance of the assignment.

#### **3.2 Force Majeure**

In the event that either the Municipality or the Contractor shall be unable to fulfil, or shall be delayed, or shall be prevented from the fulfilment of, its obligation under any contract awarded under this proposal by reason of acts of God, fires, floods, storm, lightening, explosions, riots, war, rebellion, sabotage and atomic or nuclear incidents, changes and/or amendments to the applicable federal or provincial laws, regulations, policies, guidelines, and/or directives ("Force Majeure") or other reasons of like nature beyond the reasonable control of the party delayed or prevented from fulfilling any obligation hereunder, save and except for any delay or prevention from such fulfilment caused by a lack of funds or other financial reasons, strikes or other concerted acts by workers, delay or other 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 that 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.

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 forthwith notify the other in writing and the Municipality shall either; terminate the contract as soon as reasonably practicable in writing and without any further payments being made; or authorize the Contractor to continue the performance of the contract in writing with such adjustments and/or amendments as required by the existence of the force majeure and as agreed upon by both parties acting reasonably. In the event that the parties cannot agree upon the adjustments and/or amendments, it is agreed by the parties that the contract shall be immediately terminated with no further obligations by either party.

Proponents, by making a submission, acknowledge that Ontario Municipalities are governed by federal and provincial laws, regulations, and policies, including but not limited to Waste-Free Ontario Act, 2016, Waste Diversion Transition Act, 2016, Resource Recovery and Circular Economy Act, 2016, the Blue Box Program Plan (BBPP), and any other Applicable Laws, that are outside of the control of the Municipality. Repeal, replacement, amendment, change, or alteration of Applicable Laws may result in a change in the operation of any Contract awarded under this Tender that in the sole discretion of the Municipality acting reasonably represents a "Force Majeure" event.

For the purposes of Clarification, a strike or lockout or other labour disruption shall not be considered a Force Majeure and the Contractor shall be solely responsible for maintaining all collection and processing services, to the extent possible and reasonable in the circumstances.

Within thirty (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, fire or other major work interruption shall be maintained at the Contractor's sole cost and expense. Such plan shall become 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.

### **3.3 Change of Law**

The Contractor acknowledges and agrees that at all times its obligations and duties under this Contract shall be performed in accordance with all Applicable Laws.

For the purposes of clarity, the Contractor shall be solely responsible for complying with all federal and provincial laws, regulations, policies and procedures governing the performance of the work ("Applicable Laws") as may be amended and replaced from time to time.

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.

A "Change of Law" includes but is not limited to any legal change, amendment, alteration to Applicable Laws including a policy, plan, 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 or administrative body that may affect the Work; or
- (v) Any guidance, recommendations or directions provided from any ministerial authority applicable to the duties contained in the Contract.

If a Change of Law occurs when such change has a significant effect on the ability of the Contractor to perform the terms and conditions and/or fulfil its obligations under the contract or the ability of the municipality to authorize the performance of the work contemplated under the contract, or significantly alters the scope of work to be performed by the Contractor, in such case either party must notify the other in writing within 15 days of becoming aware of the Change of Law setting out the likely effects of the Change of Law and such written notice shall include but not be limited to:

- (i) Any necessary change in the Work;
- (ii) Whether any changes or amendments are required to the Contract to deal with the Change of Law;

(iii) Whether any relief is required from the terms, conditions and obligations set out under the Contract is required prior to or after implementation of any relevant Change of Law;

(iv) Any loss of income that may result from the Change of Law;

(v) Any estimated change in the costs of performing the work as a direct result of the Change of Law; and

(vi) Any costs and/or expenses required or may no longer be required as a result of the Change of Law.

In each case, full details of any proposed procedure and/or the cost of implementing the change in the Work shall be provided confirming to the other party their opinion as to which party should have responsibility for the costs of implementation. Any resulting variation to the Contract Price shall be dealt with in accordance with the Change Management Provisions herein.

The parties acknowledge that performance of the obligations required hereunder may be affected by changes in applicable laws of the Province of Ontario. In the event of a change in applicable legislation that results in a material impact on the performance of any act required by this Agreement, the Parties shall renegotiate the provisions of this Agreement to achieve mutually acceptable terms for the performance of acts required hereunder. If the Parties are unable to agree on the revised terms and conditions either Party may submit the dispute to arbitration in accordance with the provisions of the Arbitration Act S.O. 1991, C. 17.

### **3.4 Change Management – Alteration to the Work Proposed by the Municipality**

The Municipality shall be entitled in its sole and absolute discretion to make changes, alterations and/or amendments to the Work. If the Municipality deems it prudent to require a change in the Work, the Municipality shall notify the Contractor of the change in the Work in writing ("Change Notice"). The Change Notice shall describe the change in the Work in sufficient detail so as to enable the Contractor to calculate and provide a change in costs estimate (the "Costs Estimate"), if any. The Contractor agrees that the Costs Estimate shall be provided in writing to the Municipality within a period of fifteen (15) working Days or other timeline agreed to with the contract administrator in writing from the date of receipt of the Change Notice.

The Costs Estimate shall include but is not limited to the following as it relates to the change in Work:

- (i) A comment on whether or not relief from compliance with Contractor's obligations under the Contract is required;
- (ii) Any impact on Contractor's ability to meet its obligations and the terms and conditions set out in the Contract;
- (iii) Any amendment that may be required to be made to the terms and/or conditions of the Contract;
- (iv) Any change in the Contractor's costs;
- (v) Any potential or actual loss of revenue; and
- (vi) Any potential or gain in revenue anticipated.

As soon as practicable after the Municipality receives the Costs Estimate, the parties shall act in good faith to resolve the issues set out in the Costs Estimate, including but not limited to providing evidence that the Contractor has used best efforts, such as (where practicable) the use of competitive quotes with its sub-Contractors to minimize any increase in costs and maximize any reduction in costs, demonstrating that any expenditure to be incurred or avoided has been determined in a cost effective manner, and any other evidence deemed appropriate by the Contractor.

In the event that the Contractor does not intend to use its own resources to implement any change in the Work, it shall sub-contract or source, to the satisfaction of the municipality, the required resources 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.

If the parties are unable to agree to the changes/costs set out in the Costs Estimate then the parties will resolve the matter in accordance with the Settlement of Disputes provision set out in the Contract.

As soon as practicable after the Costs Estimate as may be modified, amended or altered by the parties have been agreed to or determined in accordance with the Settlement of Disputes provision by the parties, the Municipality shall:



- (i) Confirm in writing the acceptance of the Cost Estimate; or
- (ii) Withdraw the proposed change in the Work.

If the Municipality does not confirm in writing the acceptance of the Cost Estimate as may be modified or altered within twenty (20) Business Days the Municipality's proposed change shall be deemed to have been withdrawn.

Unless the parties agree to a different implementation timeframe, in writing, any change in Work shall be implemented within fifteen (15) working Days after the Contractor receives confirmation of the Cost Estimate from the Municipality.

Any change in the Work that causes, or is expected to cause, the Contractor's costs or any sub-Contractor's costs to decrease shall be treated as a benefit to the Contractor with the expectation and understanding that the Municipality will also realize a proportional financial benefit in an amount to be negotiated in good faith between the parties. If such an understanding cannot be reached the parties agree to resolve the difference through the Arbitration provision.

### **3.5 Change to the Work Proposed by the Contractor:**

If the Contractor seeks to propose a change in the Work, it must notify the Municipality in writing. The Contractor in proposing a change in the Work agrees to provide the Municipality with the following information and details in writing:

- (i) A description of the proposed change in the Work in sufficient detail, to enable to Municipality to evaluate it in full;
- (ii) Reasons in support of the Contractor's proposed change in Work;
- (iii) Set out the details and 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;
- (iv) Indicate whether a variation to the Contract Price is proposed (and, if so, provide a detailed cost estimate of such proposed change); and
- (v) Identify an appropriate timeframe, for the implementation of the change in Work.

The Municipality agrees that it shall, in a timely manner, and in any event no later than fifteen (15) business days, evaluate the Contractor's proposed change in the Work, taking into account all relevant issues, including whether:

- (i) A change in the Contract Price will occur;
- (ii) The change affects the quality of the Work or the likelihood of successful delivery of the amended Work;
- (iii) The change will interfere with any relationship of the Municipality with third parties;
- (iv) The financial strength of the Contractor is sufficient to perform the change; and
- (v) The change materially affects the risks or costs to which the Municipality is exposed.

If the Municipality accepts the Contractor's change in Work proposal (with or without modification), the change in the Work shall be implemented within fifteen (15) business Days of acceptance of the proposal by the Municipality, unless the parties agree to a different implementation timeframe in writing. All changes to the scope of Work and/or terms and conditions of the Contract shall be documented in writing and Contract amended where appropriate. Where the Municipality accepts the Contractor's change proposal, the Municipality shall notify the Contractor in a timely manner.

If the Municipality rejects the Contractor's change proposal, the Municipality shall provide written reasons outlining the basis upon which the change in Work is not accepted by the Municipality.

Unless the Municipality specifically agrees to an increase in the Contract Price in writing, there shall be no increase in 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 and shall be performed in accordance with the terms and conditions of the Contract.

Any change in the Work proposed by the Contractor that causes or that is expected to cause the Contractor's costs or any sub-Contractor's costs to decrease shall be treated as a benefit with expectation that the

Municipality will also realize a proportional financial benefit in an amount to be negotiated in good faith between the parties. The parties agree to take all reasonable steps to negotiate the proportional financial benefit in good faith, failing which the parties agree to the Arbitration provisions.

### **3.6 Arbitration and Termination**

(1) In cases of dispute as to whether or not deliverables required by any contract awarded under this Tender 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 arbitration. The arbitrator shall be appointed by the Municipality. The decision of the arbitrator shall be final and binding on the parties.

- (a) The Arbitrator shall make a final award that disposes of the issue, within three (3) months after being appointed;
- (b) The final award may be effective with respect to a period before it is made and, in that case, shall provide for a monetary reconciliation among the parties;
- (c) A party may appeal the final award of the Arbitrator to the Ontario Superior Court of Justice only on a question of law, with leave, which the court shall grant only if it is satisfied that the conditions in clauses 45(1)(a) and (b) of the Arbitration Act, 1991, S.O 1991, c.17 are met. NO appeal lies on a question of fact or of mixed law;
- (d) The parties may, at any time, amend the final award by agreement or replace the award with an agreement; and,
- (e) The parties shall each bear their own costs in connection with the arbitration process.

(2) Notwithstanding the above, the Municipality may terminate any contract awarded under this Tender in writing for any reason whatsoever in its own discretion, by giving a minimum of 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 written notification period provided by the Municipality.

(3) Notwithstanding any other provision in any contract awarded under this Tender at the option and sole discretion 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) becomes bankrupt or insolvent;
- (c) is 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, policies, rules, approvals or orders of any governmental or administrative authority having jurisdiction, including without restricting the generality of the foregoing, the directives, by-laws, guidelines and/or policies of the Municipality;
- (g) gives or offers any gratuity to or attempts to bribe any member of Council, officer or servant of the Municipality;
- (h) repeatedly fails to adhere to the terms of any contract awarded under this Tender; or
- (i) fails to meet the terms and conditions of the Contract in the performance of the Work.

(4) In the event that the Municipality terminates all or part of any contract awarded under this Tender, the Municipality may take any steps it considers necessary and appropriate to secure the completion of the Work and any damages or extra expenditures incurred by the Municipality may be collected from the Contractor.

(5) In the event the Municipality temporarily 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 or the same portion of the Work to be done in future.

(6) In the event that the Municipality exercises their right to terminate the Contract, the Contractor shall be paid for only the Work performed up to the date of termination and pre-approved by the Municipality.

(7) Any representation or warranty given by the Contractor shall survive beyond termination of this Contract.

### **3.7 Exclusion Of Bidder In Litigation**

The City may, in its absolute discretion, reject a tender submitted by a Bidder if the Bidder, or any officer or director of the Bidder is or has been engaged, either directly or indirectly through another corporation, in a legal action against the City, its elected or appointed officers and employees in relation to:

1. Any other contract or services; or
2. Any matter arising from the City's exercise of its powers, duties, or functions.

In determining whether or not to reject a tender under this clause, the City will consider whether the litigation is likely to affect the Bidder's ability to work with the City, its consultants and representatives, and whether the City's experience with the Bidder indicates that the City is likely to incur increased staff and legal costs in the administration of the contract if it is awarded to the Bidder.

### **3.8 Liquidated Damages**

In a case that the Contractor fails to perform the Work in accordance with the terms, Conditions and Specifications of the Contract, the City shall give the Contractor notice as a written warning detailing the performance failure. Any subsequent occurrence of that same failure will result in the Contractor being assessed Liquidated Damages.

In view of the difficulty of ascertaining the losses which the City will suffer by reason of delay in the performance of the said Work, it is hereby agreed upon, fixed and determined by the parties hereto, as to the amount of liquidated damages that the City will suffer by reason of said delay and default, and not as a penalty; and the City may deduct and retain the amounts of such liquidated damages out of the monies which may be due or become due to the Contractor under the Contract in accordance with table 1 below:

**Table 1: Schedule of Liquidated Damages**

TENDER Section Reference	Incident	Liquidated Damages
9.18	Failure to complete the day's work (i.e. work carried over to the following day and/or fifteen (15) or more missed collections	1. \$500 per route 2. \$1,000 per route on the 2 <sup>nd</sup> consecutive day 3. \$1,500 per route on the 3 <sup>rd</sup> consecutive day
9.4	Failure to perform collections within the specified hours of work	\$100 per day, per route
9.15	Improper placement of emptied containers	\$500 per incident
11.3 & 11.4	Failure to meet Customer Service Standards	\$100 per incident
11.4	Discourtesy or inappropriate behaviour	\$500 per incident
9.15	Failure to resolve damage claim to property (including replacing of damaged containers done by the Contractor)	\$100 per incident
11.6	Failure to meet the Record Keeping and Reporting Requirements	\$500 per incident
9.18	Failure to return for Missed Collection as directed by the Public Works Manager / Designate for less than 15 stops per day	\$100 per incident
9.24	Failure to meet the Residue Management requirements	\$100 per incident
10.5	Failure to comply with compaction ratio or weight limits	\$500 per load
10.12	Using vehicles dedicated to this contract to collect material from a private account or making collections not approved by the City	1. \$500 per truck, 1 <sup>st</sup> incident 2. \$1,000 per truck, 2 <sup>nd</sup> incident 3. \$1,500 per truck, 3 <sup>rd</sup> incident
11.2	Failure to respond to complaints as directed by the Public Works Manager /	\$100 per incident

WASTE MANAGEMENT COLLECTION SERVICES  
Infrastructure and Development Services Department

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TENDER Section Reference	Incident	Liquidated Damages
	Designate	
9.5 Part B	Collection of untagged garbage containers (unless directed to do so by the City)	\$500 per incident
11.5 & 11.6	Failure to meet the Health and Safety Standards	1. \$500 per truck, 1 <sup>st</sup> incident 2. \$1,000 per truck, 2 <sup>nd</sup> incident 3. \$1,500 per truck, 3 <sup>rd</sup> incident
<b>Appendix E</b>	Failure to follow the Off Loading Procedure at the disposal locations	\$100 per incident

#### 4.0 AGREEMENT TO BOND

\_\_\_\_\_ (CONTRACTOR)

has submitted a written tender to

THE CORPORATION OF THE CITY OF STRATFORD (OBLIGEE)

In consideration of the Obligee accepting the tender and executing an agreement with the Contractor for:

Waste Management Collection Services

We the Surety agree to issue for the contractor the following bond:

(a) Performance Bond of Fifty Percent (50%) of the annual contract amount

It is a condition of this Agreement that if the above-mentioned Tender is accepted, application for said bonds must be made to the undersigned within ninety (90) days of the execution of the contract related thereto, otherwise this Agreement shall be null and void.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
Name of Bonding Company

\_\_\_\_\_  
Attorney-in-fact

NOTE:

**Bonding companies may submit the Agreement to Bond on their standard forms provided they conform to this form.**





# CERTIFICATE OF INSURANCE

THE CORPORATION OF THE CITY OF STRATFORD

This is to certify that the Insured, named below, is insured as described below

\*\*\*This form must be completed and signed by your insurer or insurance broker\*\*

CITY FILE NUMBER  
T - 2019 - 18

Note: 1. Proof of liability insurance will be accepted on this form only (with no amendments)

NAME OF INSURED		TELEPHONE NUMBER	AREA CODE
ADDRESS OF INSURED	STREET NAME	CITY	POSTAL CODE

TYPE OF INSURANCE	INSURER'S NAME	POLICY NUMBER	EFFECTIVE DATE			EXPIRY DATE			LIMITS OF LIABILITY Bodily Injury & Property Damage-Inclusive
			YR.	MO.	DAY	YR.	MO.	DAY	
Commercial General Liability									Per Occurrence \$ Aggregate \$
<input type="checkbox"/> Umbrella <input type="checkbox"/> Excess									\$

## Commercial General Liability Occurrence Basis CLAIMS MADE POLICIES ARE NOT ACCEPTABLE

Including Personal Injury, Property Damage, Broad Form Property Damage, Contractual Liability, Non-Owned Automobile liability, Owner's and Contractor's Protective Coverage, Products - Completed Operations, Contingent Employers Liability, Cross Liability Clause and Severability of Interest Clause. The policy also includes:

Tenant's Legal Liability ☐ No or ☐ Yes (Limit) \$ \_\_\_\_\_ Liquor Liability ☐ No or ☐ Yes (Limit) \$ \_\_\_\_\_

XCU Endorsement (Excavation and Underground Work Contracts) ☐ No or ☐ Yes (Limit) \$ \_\_\_\_\_ Deductible \$ \_\_\_\_\_

Professional Liability or Errors & Omissions Insurance								\$
--	--	--	--	--	--	--	--	----

Environmental Liability or Contractors Pollution Liability								\$
--	--	--	--	--	--	--	--	----

Environmental Liability Policy includes coverage for off-site operations ☐ Yes or ☐ No

Motor Vehicle Liability								\$
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Motor Vehicle Liability - Must cover all vehicles owned or operated by the insured

Other (Identify)								\$
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THE CORPORATION OF THE CITY OF STRATFORD has been added as an additional insured but only with respects to their interest in the operation of the Named Insured.

This is to certify that the Policies of Insurance as described above have been issued by the undersigned, an Insurer licensed in the Province of Ontario, Canada, to the insured named above are in force at this time.

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

**The Corporation of the City of Stratford**  
**Attention: Purchasing Department, P. O. Box 818**  
**1 Wellington Street**  
**Stratford Ontario, N5A 6W1**  
**Fax: 519-271-4357**

This Certificate is executed and issued to the aforesaid, The Corporation City of Stratford, the day and date herein written below.

Date	YR	MO	DAY	NAME OF INSURANCE COMPANY OR BROKER (COMPLETING FORM)
ADDRESS OF INSURER OR INSURANCE BROKER		TELEPHONE NO.	FAX NO	AUTHORIZED REPRESENTATIVE OR OFFICIAL BY:

\*\*\*THIS FORM MUST BE COMPLETED, SIGNED & STAMPED BY YOUR INSURER OR INSURANCE BROKER\*\*\*

## **5.0 SUBMISSION REQUIREMENTS**

**5.1** Bidders are required to submit the following information for each part of Work being proposed with their tender. If the information differs between Parts, the exceptions or additional information must be so noted.

Failure to provide the required information will result in the tender being rejected.

- a. Bid Deposit in the amount of \$30,000.00 for each part bidding on (Part A, Part B, Part C)
- b. Letter of Agreement to Bond/Letter of Guarantee
- c. All items as required by Form of Tender
- d. Environmental Compliance Approval
- e. CVOR
- f. Experience and References
- g. Vehicle Information

### **5.2 Form of Tender**

The Form of Tender must be completed on the electronic Bidding System.

### **5.3 Environmental Compliance Approval**

Bidders are required to submit a copy of their provisional Environmental Compliance Approval as authorized and issued by the Ministry of the Environment, Conservation and Parks.

### **5.4 CVOR**

Bidders must submit a valid CVOR. The CVOR permit is to remain in good standing throughout the duration of the contract.

### **5.5 Letter of Agreement to Bond/Letter of Guarantee**

An original Letter of Guarantee from a recognized Financial Institution or Letter of Agreement from a bonding agency licensed to operate in the Province of Ontario must be included with the tender confirming that if the Bidder is successful; the necessary guarantee will be issued.

### **5.6 Experience & References**

The Bidder is to describe their general waste management experience in Ontario over the last ten (10) years that has prepared them to undertake waste management collection particularly recycling, garbage, yard waste and SSO services as specified in the TENDER document (no more than one (1) page).

The following information is to be included for past and current waste management collection service contracts over the last ten (10) years. Please only include

information for contracts. The City shall not be included in the list of previous or current contracts.

- Client Name, Address, Contact Name and Telephone number
- Services Provided including frequency of collection, number of units serviced, weekly tonnage collected
- Collection methods used (such as manual, semi- or fully-automated)
- Operational years and duration of the contract, including any contract extensions
- Number of Employees
- Approximate annual value of the contract
- Involvement of sub-contractors, if applicable
- Additional information (such as management of contracts of similar size and scope)

The City reserves the right, in its absolute sole discretion, to contact one or more of the named contact persons to receive reference information for evaluation purposes. The City may also contact other representatives of the same company or organization for whom the work was performed by the Bidder. The City may contact representatives in municipalities that are not listed as references where the Bidder has held contracts. Where applicable, the City will also consider the prior record of the Bidder as a contractor to the City when evaluating reference information.

### 5.7 Vehicle Information

The following information is required in regards to the quantity and size of vehicles to be used in performing the Work specified in the TENDER. If the fleet differs between the Parts of Work (A through C and the options service) the differences need to be clearly identified (i.e. Part A, Option 1, etc.).

Collection Vehicles:

- Make(s)
- Model(s)
- Type
- Year

## 6.0 DEFINITIONS

In this TENDER, the following definitions apply.

The tables, packages and appendices that are referred to in the definitions are described elsewhere in this TENDER.

The word “**shall**” will be construed as imperative and the word “**may**” as permissive.

**Aluminum Food & Beverage Cans** means all cleaned aluminum food and beverage containers and includes aluminum containers such as pop cans, pie plates, tart containers, TV dinner trays, roasters, and household aluminum foil.

**Aluminum Foil** means all pie plates, tart containers, TV dinner trays, roasters, and

household aluminum foil (not contaminated with food).

**Alternative Fuels** means fuels that generally reduce harmful pollutants and exhaust emissions.

**Approved Recycling Container** means the container(s) the City has approved for usage by participants in the Curbside Program. Table 5 summarizes the Approved Recycling Containers for this program. Approved Recycling Containers may include: Blue Boxes, clear bags, transparent blue bags and plastic grocery bags (for fibres only). Please note that while the City does not promote the use of rigid containers (e.g. crates tubs, pails or baskets), residents are permitted to use them. The successful Bidder shall collect recyclables set out in rigid containers.

**Approved Containers** as specified in Sections 9.10 and 9.11, on the City's website and the City's waste management By-Law Number 53-97 (consolidated October 15, 2013).

**Aseptic Containers** means any multi-layered beverage and food box container.

**BIA** means Business Improvement Area, which is a designated area within the Downtown Core

**Bi-Weekly** means the collection of a specified waste material set-out for curbside collection, once every two weeks on the scheduled collection day

**Boxboard** means single layer paperboard packaging such as cereal and shoe boxes.

**Bulky Item or Large Item** means material larger than a bundle or specified collection container

**Bundle** means cardboard parcels that are securely tied with string or twine which is not larger than 1 metre x 50 centimetres x 50 centimetres or branches, twigs and shrubs that are not larger than 1.2 metres in length and 10 centimetres in diameter. All bundles must be less than 22 kilograms in weight.

**Certified Compostable bags** means a liner bag certified as compostable by either Bureau de Normalisation du Quebec and the Biodegradable Products Institute under the American Society for Testing and Materials Standard Specification for Compostable Plastics (ASTM D6400) used for placement in an organics container or Kraft paper bag used for leaf and yard waste

**City Clerk** means the person for the time being filling the office of Clerk for the Corporation of the City of Stratford or the person then acting as such.

**City or Corporation** means the Corporation of the City of Stratford.

**City Solicitor** means the person for the time being filling the Office of Solicitor for the Corporation or the person then acting as such.

**Collection Vehicles** means the vehicles used to collect Recyclable Material, Garbage, Leaf and Yard Waste and Source Separated Organics.

1. The **Recycling Collection Vehicles** to be used for the performance of the

recycling collection service must have fully enclosed steel bodies to prevent loss or spillage of Recyclables. Collection Vehicles must also be mounted on an adequate truck chassis, and they must be capable of loading and unloading Recyclables (at the Curbside residential complexes, Municipally Approved Locations and at the Material Recovery Facility). Both automated and non-automated Recycling Collection Vehicles are allowed.

2. The **Packer Collection Vehicles** to be used for the performance the garbage, leaf and yard waste collection service must be mounted on an adequate truck chassis, and they must be capable of loading and unloading garbage, yard waste (at the Curbside, residential complexes and Municipally Approved Locations as well as the Landfill and composting facility).

**Completion of the Work** means the time stipulated in the Contract Documents for the Contract to be dissolved between the Contractor and the City of Stratford, including any extension of the Contract term made pursuant to the Contract Documents.

**Composting Facility** means a facility that accepts Yard Waste and or SSO, as defined in this TENDER, makes provision to remove contaminants from said materials and manually and/or mechanically composts the materials.

**Conditions** means all written material or printed descriptions outlining the conditions to which the Work, in compliance with the Specifications, is to be carried out under this Contract.

**Contamination** means the presence of any item or material not accepted at an End Market as per its specifications and includes any item not defined as Recyclable Containers or Recyclable Fibre.

**Consumer Price Index or CPI** means the Consumer Price Index for Ontario, all items(excluding gasoline), as published by Statistics Canada or a comparable successor to such price index should the Consumer Price Index for Ontario, all items excluding gasoline, be discontinued in its present form.

**Contract** means

1. The executed Legal Agreement between the City and the Contractor, the Form of Tender, Contract Maps/Drawings, addenda incorporated in a Contract Document before the execution of the Agreement, such other documents as may be listed in the Agreement and subsequent amendments to the Contract Document made pursuant to the provisions of the Legal Agreement.
2. The agreement covering the performance of the Work, including the supply of any and all work, labour, implements and materials that could reasonably be required properly and satisfactorily to complete the Work to be performed and also includes all Contract documents, the plans, specifications, contract bond and any written supplementary agreements that may be made in order to ensure the completion of the Work in an acceptable manner.

**Contract Prices** means the prices set out in the Form of Proposal for which the Contractor will perform the Work.

**Contractor** or a pronoun in place thereof means the Bidder or Bidders to whom the

Contract has been awarded and who has undertaken to carry out the work as per the Project Specifications and the Form of Tender. Contractor will be used interchangeable with Successful Bidder throughout the TENDER.

**Corrugated Cardboard or Old Corrugated Cardboard (OCC)** means any paperboard product which consists of a rippled paper insert with paper liners bonded to the outside of the product.

**Council** means the Council of the Corporation of the City of Stratford.

**Curbside Collection Service** means the service that commences at the street curb in front of a residence, residential complex, or other establishment, as specified in the Project Specifications.

**Demonstration Project** means projects which explore alternative collection systems or methods designed to minimize the cost, increase the convenience and/or improve the Programs within Stratford's Solid Waste Management System.

**Designate** means the person for the time being who has been appointed to act on behalf of the City by the Public Works Manager for the purpose of administering this proposed Contract.

**Environmental Compliance Approval (ECA)** means the instrument of environmental approval that replaces the Certificate of Approval as issued by the MOECP

**Equipment** means all machinery, equipment and vehicles used for preparing and executing the Work.

**Ferrous Metal** means all steel food and beverage cans, paint cans and empty aerosol cans.

**Film Plastic** means grocery bags, milk bags, milk pouches and other retail bags made of a thin flexible sheet, which does not hold a particular shape when unsupported and is sometimes marked with SPI code #4 or #2.

**Fine & Mixed Paper** means computer paper, all white and coloured ledger paper, which includes writing pad paper, letterhead, reports, business forms, copy paper and scratch pads, flyers, envelopes, advertising mail, fibre egg cartons, paper cores, books, Kraft paper and other clean paper packaging.

**Gable Top Cartons** includes any folding top paper beverage or food container.

**Garbage** means all drained animal and vegetable waste material from the preparation of food, sweepings, ashes, discarded household utensils and wearing apparel, ceramics, multi-material products and packages, non-recyclable glass containers, dog, cat and other pet feces and litter placed inside a sealed and leak-free bag, diapers placed in a sealed and leak-free bag, empty dried paint cans, empty aerosol cans and other materials as designated by the Public Works Manager from time to time.

**GPS** means Global Positioning System

**Public Works Manager** means the person for the time being filling the position of

the Public Works Manager in the Infrastructure and Development Services Department of the City of Stratford the person then acting as such.

**Glass Bottles & Jars** includes all glass food and beverage bottles and jars.

**Hauler** means the companies contracted by the City of Stratford to collect and deliver materials to the processing facilities approved by the City.

**HDPE #2 Plastic Bottles, Jugs & Tubs** means High Density Polyethylene plastic food and beverage containers sometimes marked with SPI code #2.

**HDPE #2 Plastic Food, Beverage & Liquid Containers** means High Density Polyethylene plastic food, beverage and liquid containers with SPI code 2.

**In Writing** means a form of communication that requires a permanent record such as fax, email or letter.

**Inspector** means the person or persons appointed by the City of Stratford to be responsible for inspecting the quality and performance of the Contractor in undertaking the Work.

**LCBO Container** means any container or package in which alcoholic beverages are sold by the Liquor Control Board of Ontario.

**LDPE** means Low Density Polyethylene rigid plastic sometimes marked with SPI Code #4.

**LDPE #4 Plastic Bottles, Jugs & Tubs** means Low Density Polyethylene plastic bottles, jugs and tubs with SPI code 4.

**LDPE #4 Plastic Food, Beverage & Liquid Containers** means Low Density Polyethylene plastic food, beverage and liquid containers with SPI code 4.

**Magazines & Catalogues** means all magazines and catalogues bound with glue or stapled along the spine.

**Manager** or designate, means he/she who is authorized to act on the City's behalf.

**Metal Food and Beverage Containers** means all steel and aluminum food and beverage cans and containers.

**Material Recovery Facility (MRF)** means a facility that accepts Recyclable Material, as defined in this TENDER, makes provision to remove contaminants from said recyclables, manually and mechanically sorts the recyclables and prepares recyclables for end markets.

**Missed Collection** means that 14 of stops, or less, have been missed off of an individual driver's Route.

**Missed Route** means that 15 of stops, or more, have been missed off of an individual Driver's Route.

**Mixed Paper** includes fine paper, magazines, flyers, envelopes, copy paper, coloured paper, computer paper and the like.

**Mixed Plastic** includes PET, HDPE, PVC, LDPE (rigid and film), PP, PS, and Other Plastic.

**MOECP** means the Ontario Ministry of Environment, Conservation and Parks.

**Newsprint** means all newspapers including the inserts that are delivered therein.

**Non-Compliance Tag** means a written notice, tag or sticker, supplied and left by the Contractor advising the Occupant that their waste materials have not been set out properly along the curbside in an acceptable manner for collection services

**Other Plastic** means any layered plastic food or beverage container sometimes marked with SPI code #7.

**Parts** refer to the groupings of Work as described in Section 1 of this TENDER (i.e., Parts A through E). Contractors will collect all Recyclable Materials, Garbage, and Yard Waste as stipulated by this TENDER for the Parts of Works that are awarded to the Successful Bidder(s).

**Per Stop Price** means the cost to provide services to households, businesses, etc. as specified by the TENDER.

**PET #1 Plastic Bottles, Jugs & Tubs** means Polyethylene Terephthalate plastic bottles, jugs and tubs with SPI code 1 (excludes rigid clamshell containers).

**PET #1 Plastic Food, Beverage & Liquid Containers** means Polyethylene Terephthalate plastic food, beverage and liquid containers with SPI code 1 (includes rigid clamshell containers).

**Polycoat Containers** means any paper-based carton packaging for beverage and food products. Polycoat cartons are made of bleached paperboard and polyethylene and some varieties (i.e., aseptic Polycoat containers) have a micro-thin layer of aluminum foil in the middle.

**PP #5 Plastic Bottles, Jugs & Tubs** means clean Polypropylene plastic bottles, jugs and tubs with SPI code 5.

**PP #5 Plastic Food, Beverage & Liquid Containers** means clean Polypropylene plastic food, beverage and liquid containers with SPI code 5.

**Bidder** means the Company and Company representative(s) submitting the Proposal(s) for the Work defined by this Contract.

**PS #6 Plastic Food, Beverage & Liquid Containers** means clear, rigid polystyrene plastic materials such as those used for food, beverage and liquid containers such as cups, plates, food trays with SPI code 6.

**PVC #3 Plastic Food, Beverage & Liquid Containers** means clean Polyvinyl chloride plastic food, beverage and liquid containers with SPI code 3.

**RFT** means Request for Tender.



**Recyclable Materials or Recyclables** means those materials listed within the Materials to be Collected Section 9.1 and excluding those material defined as Recyclable Materials Not Acceptable. A definition of each individual Recyclable Material or Recyclable has been provided in this list of definitions.

**Recyclable Materials Not Acceptable** includes:

1. **Aseptic Containers** including any multi-layered beverage box container;
2. **Gable Top Cartons** including any folding top, paper beverage or food container;
3. **Polycoat** including any paper-based carton packaging for beverage and food products. Polycoat cartons are made of bleached paperboard and polyethylene and some varieties (i.e., aseptic polycoat containers) have a micro-thin layer of aluminum foil in the middle;
4. **Aluminum Foil, Products, Food Cans and Aerosols**
5. **Paint Cans**
6. **Small items** including anything less than 3 inches
7. **Polystyrene Foam** including polystyrene foam materials such as those used for cups, plates, food trays, and packaging sometimes marked with SPI Code #6.

**Residues** mean those materials that are:

1. Not comprised of Recyclable Materials (as defined in Section 9.5);
2. Excessively dirty or grimy recyclables such that the processed recyclables fail to meet market specifications; and

Waste generated from the processing operation or any other non-hazardous solid material that is not processed or is not disposed of as Recycled Materials and that may be disposed of at any approved landfill located in Ontario according to the Environmental Compliance Approvals issued from time to time to the operators of those facilities pursuant to the Environmental Protection Act (Ontario).

**Residential Household** means any Residential Property, including Apartments, receiving Curbside Waste, Recyclable Material, Leaf and Yard Waste, Organic Material and Christmas tree collections.

**Rigid Container** means a permitted recycling container which includes rigid plastic or metal containers that residents may use to contain Recyclable Materials at the Curbside. Examples of Rigid Containers are laundry baskets, pails, crates and tubs. In its communication with residents, the City will promote the use of Blue Boxes and will not promote the use of Rigid Containers.

**Roadway** means the part of a street improved, designed or ordinarily used for vehicular traffic.

**Route** means the pre-established number of stops, served in the same sequence, by the same Collection Vehicle each collection cycle. The geographic area (i.e. the number of streets) along with the number and sequence of stops to be serviced by each individual Collection Vehicle will be those established by the Public Works Manager / Designate in conjunction with the Successful Bidder prior to the launch of the Contract.

**Small Commercial Establishment** means any place other than a Residential Property and includes retail outlets, schools, daycares, churches, restaurants and other places of business that put out Waste or Recyclable Material for curbside collection and which meets the City's objective of 5 Lifts of Waste per Week, per Small Commercial Establishment and any other requirement established by the City of Stratford.

**Source Separated Organics or SSO** means the materials listed within the Materials to be Collected Section 9.5.

**Specifications** means all written material or printed descriptions or instructions pertaining to the method and manner of performing the Work, or to the quantities and qualities of the works to be carried out under the Contract.

**SPI Code** means the **Society of Plastics Industry** voluntary coding system for plastic that identifies bottles and other containers, packaging and products by predominant polymer type to assist in the sorting of plastic by resin composition.

**Spiral Wound Containers** (also called composite containers) are food containers with metal ends with a spiral wound body made of paper and various other materials.

**Steel Food & Beverage Cans** means all steel food and beverage cans, empty steel paint cans with lids removed.

**Street** means a highway, road, lane, avenue, court, boulevard, square, place, crescent or other public way under the jurisdiction of the City.

**Subcontractor** means a person, partnership or City of Stratford undertaking the execution of part of the Work by virtue of an agreement with the Contractor.

**Supervisor** means the Contractor's authorized representative in charge of the Work.

**Successful Bidder** or a pronoun in place thereof means the Bidder(s) to whom the Contract has been awarded and who has undertaken to carry out the Work as per the Project Specifications. Successful Bidder will be used interchangeable with Contractor.

**Telephone Books** means all telephone directories.

**Tender Document** means the RFT in its entirety including any addenda.

**Tubs and Lids** means a mixture of plastic tubs made of PP, LDPE and HDPE and some PS. Margarine, yogurt, cottage cheese and ice cream are examples of foods sold tubs.

**Work** means the total operations and related services required by the Contract Documents.

**Waste** means garbage and rubbish, but it shall not include non-collectable waste or resource materials as defined by the City's waste management By-law 53-97 (consolidated October 15, 2013).

**Waste Collection Receptacles** means metallic or plastic cans, polyethylene bags and metal bins as per By-Law 53-97.

**Work or Works** (Unless the context requires a different meaning) means the whole of the Works, materials, matters and things required to be done or supplied, mentioned, or referred to in the Contract, including all extra or additional work or material, matters or things which may be ordered by the Public Works Manager / Designate as herein provided.

**Yard Waste** means material designated from time to time by the Public Works Manager as compostable and for which alternative collection regulations apply. Yard material shall include garden trimmings, hedge trimmings, leaves, fall leaves, brush, and vegetable and plant matter. Yard Material does not include grass clippings.

**Yard Material Collection Receptacles** means metallic or plastic cans, paper yard waste bags, and translucent certified compostable bags, but shall not include polyethylene bags.

The words **authorized, directed, required, requested, approved, ordered, sanctioned, and satisfactory**, unless some other meaning is obvious from the context, shall mean respectively authorized, directed, required, requested, approved, ordered, or sanctioned by or satisfactory to the Public Works Manager.

## 7.0 SCOPE OF WORK

The City envisions awarding a single contract as a result of this TENDER to a single Contractor. However, Bidders are advised that the City may elect to award separate contracts to separate Contractors for separate Parts of the work.

These quantities are provided to give Bidders an indication of the general magnitude of the work. The City of Stratford in no way warrants or guarantees quantities and expressly disclaims any liability whatsoever arising from reliance or non-reliance on the data.

### Part A: Blue Box Recycling Collection Service

#### Option A

The Work to be done under this Part shall consist of the supply of all materials, vehicles, facilities, equipment and labour necessary for the operation of recycling collection services within the City of Stratford as follows:

- Curbside, **bi-weekly**, box based, single family: approximately 11,128 stops;
- Curbside, **bi-weekly**, box based, specified commercial locations approximately 50 stops;
- Curbside, **weekly**, cart based, specified commercial locations, approximately 185 stops;
- Curbside, **weekly**, cart based, specified multi-family locations, approximately 97 stops; and

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- Curbside, **weekly**, cart based, specified educational locations, approximately 15 stops.

Option B

The Work to be done under this Part shall consist of the same as Option A with the exception of:

- Curbside, **weekly**, box based, single family; and
- Curbside, **weekly**, box based, specified commercial locations.

The collector will collect materials from within the City as defined by the map located in **Appendix A**.

In all cases it is expected that the proposed approach for the collection of recyclables includes the management of materials in a manner that minimizes the cost to the City by establishing an efficient collection that maximizes diversion rates as well as revenues.

Without in any way limiting the scope of the foregoing, the Successful Bidder shall:

1. Collect the recyclables from all specified locations;
2. Deliver all recyclables to the Material Recovery Facility located at Bluewater Recycling Association, 415 Canada Avenue, Huron Park ON N0M 1Y0.
3. Maintain a comprehensive reporting program to the City, on a monthly basis, or as required by the City, concerning all collection program operations.

The table below summarizes the quantities processed and marketed for the City's recyclable stream from all sources.

Year	Total Tonnes Collected
2013	2313.26
2014	2314.73
2015	2283.03
2016	2485.17
2017	2398.61
2018	2227.74

**Part B: Garbage Collection Services**

The Work to be done under this Part shall consist of the supply of all materials, vehicles, facilities, equipment and labour necessary for the operation of garbage collection services within the City of Stratford as follows:

- Curbside, **weekly**, single family: approximately 11,128 stops plus approximately 235 curbside commercial stops;

The collector will collect materials from within the City as defined by the map located in **Appendix A**.

In all cases it is expected that the proposed approach for the collection of Garbage includes the management of the material in a manner that minimizes the cost to the City by establishing an efficient collection system.

Without in any way limiting the scope of the foregoing, the Successful Bidder shall:

1. Collect the Garbage from all specified locations;
2. Deliver all collected Garbage to the City's landfill located at 777 Romeo Street, South or such locations as the Public Works Manager may, in writing designate. Maintain a comprehensive reporting program to the City, on a monthly basis, or as required by the City, concerning all collection program operations.

Historical Solid Waste	Tonnes
2010	3,198
2011	3,210
2012	3,189
2013	3,200
2014	3,285
2015	3,371
2016	3,353
2017	3,382
2018	3,518

### **Part C: Curbside Source Separated Organics Collection Services**

The Work to be done under this Part shall consist of the supply of all materials, vehicles, facilities, equipment and labour necessary for the operation of SSO collection services of 45 litre green bins, within the City of Stratford for all Curbside, single family residences on a weekly basis. The City does not currently provide residents with an SSO collection service. Should the City decide to implement an SSO collection program, it anticipates beginning the Green Cart program in January, 2020, pending Council approval and will purchase and undertake the distribution of the Green Carts to City households.

Should the City decide to implement an SSO collection program, the collection will operate within the City as defined by the maps located in **Appendix A**.

In all cases it is expected that the proposed approach for the collection of SSO includes the management of these materials in a manner that minimizes the cost to the City by establishing an efficient collection system.

Without in any way limiting the scope of the foregoing, the Successful Bidder shall:

1. Collect the SSO from all specified locations;
2. Deliver all collected SSO to the composting transfer site located at Stormfisher Ltd., 806548 Oxford Road, Drumbo, ON, or such locations as the Public Works Manager may, in writing designate.

3. Maintain a comprehensive reporting program to the City, on a monthly basis, or as required by the City, concerning all collection program operations.

Initially, collection is anticipated to be provided to all of the City's single family households (11,128). Expansion into other sectors (i.e. multi-family, ICI) will be subject to negotiations between the City and the Bidder and would be based on a number of factors, including but not limited to, the available capacity at the Bidder's facility. For the purposes of this tender, we are asking for separate pricing to include commercial, multi-family as well as educational locations for SSO collection.

- Curbside, **weekly**, specified commercial locations, approximately 235 stops;
- Curbside, **weekly**, cart based, specified multi-family locations, approximately 97 stops; and
- Curbside, **weekly**, cart based, specified educational locations, approximately 15 stops.

It is envisioned that the Green Cart program will consist of weekly collection of SSO. Using an estimate of 100 kg of SSO produced per household per year, it is anticipated that approximately 1,000 metric tonnes of SSO will require processing during the first year of the contract.

This quantity is provided to give Bidders an indication of the general magnitude of the work and provide a basis for evaluating Proposals. The City of Stratford in no way warrants or guarantees that such quantities will in fact be delivered and expressly disclaims any liability whatsoever arising from reliance or non-reliance on the data.

#### **Part D: Optional Yard Waste Collection Services**

The Work to be done under this Part shall consist of the supply of all materials, vehicles, facilities, equipment and labour necessary for the operation of yard waste collection services within the City of Stratford for all Curbside, single family residences per the following schedule:

- One (1) week in January;
- Three (3) weeks in the Spring;
- Three (3) weeks in the Summer; and
- Five (5) weeks in the Fall

The City of Stratford may increase yard waste collection up to fifteen (15) collection weeks.

The collector will collect materials from within the City as defined by the map located in **Appendix A**.

In all cases it is expected that the proposed approach for the collection of Yard Waste includes the management of these materials in a manner that minimizes the cost to the City by establishing an efficient collection system.

Without in any way limiting the scope of the foregoing, the Successful Bidder shall:

1. Collect the Yard Waste from all specified locations;
2. Deliver all collected Yard Waste to the composting site located at City of Stratford Landfill, 777 Romeo Street South, Stratford ON, or such locations as the Public Works Manager may, in writing designate; and
3. Maintain a comprehensive reporting program to the City, on a monthly basis, or as required by the City, concerning all collection program operations.

Historical Leaf and Yard Waste	Tonnes
2010	717
2011	466
2012	610
2013	650
2014	737
2015	783
2016	686
2017	695
2018	714

## 8.0 COLLECTION SCHEDULE

### 8.1 Current Collection Schedule

Currently, the City is divided into two (2) zones, East and West. The zones are shown on the map found in **Appendix A**. All materials to be collected will be set out for collection on both sides of the street.

If a collection day falls on a provincially designated Statutory Holiday, collection will not be shifted to the next day. Rather, collection service is to be provided on all provincially designated Statutory Holidays with the exceptions of Christmas Day and New Year's Day, those days will be shifted to the Saturdays.

### 8.2 Possible Weekly Collection Schedule

If a weekly collection schedule is adopted for the collection of Recyclable material, the City will discontinue the use of the zones and all residences will receive weekly collection of garbage and recycling.

### 8.3 Yard Waste

Yard Waste is collected during certain times during the year as described in Section 1 of this TENDER. Residents are required to place their Yard Waste to the curb before 8:00 a.m. on their regular garbage day during the collection weeks. Yard waste is only collected during the scheduled weeks. The downtown core will receive collection on Friday only.

## 8.4 Hours of Work

The Contractor will conduct operations so as not to create a nuisance or disturb the peace unnecessarily. Collection Vehicles may not collect materials prior to 8:00 a.m. with the exception of the City's core which may be conducted as early as 6am.

In the case of recycling collection, the recyclables must be unloaded at Bluewater Recycling Association, 415 Canada Avenue, Huron Park ON N0M 1Y0 prior to 6:00pm.

In the case of garbage collection, the garbage must be unloaded at the City of Stratford Landfill, 777 Romeo Street South, Stratford ON by 4:00 p.m.

In the case of Yard Waste, the material must be unloaded at City of Stratford Landfill, 777 Romeo Street South, Stratford ON by 4:00 p.m.

In the case of SSO, the material must be unloaded at StormFisher, 806548 Oxford Road, Drumbo ON, by 6:00 p.m.

Whenever the Contractor desires to depart from the normal working hours specified above (e.g. to compensate for weather conditions), approval from the Public Works Manager / Designate must be obtained. No Saturday or Sunday work will be permitted except in the case of an emergency or if directed by the Public Works Manager / Designate.

Whenever, in the judgment of the Public Works Manager / Designate, it may be necessary or expedient to do additional work from the day collection service at night, on Saturdays, Sundays, holidays or before or after the normal work day, such night or overtime work shall be performed by the Contractor without additional or extra cost to the City.

## 8.5 Collection Program

### Materials to be Collected

#### Part A: Recycling Collection Service

Refer to the map in **Appendix A** for daily Monday to Friday curbside recycling collection and boundaries. All curbside recycling collection is to commence no earlier than 8am with the exception of the City's core which shall be no earlier than 6:00 a.m. on Wednesdays.

The contractor will be required to collect recyclables from the City's depot located at the City's landfill. The recyclables are stored in 95 gallon (360 Litre) auto-carts. Collection of all this material must be done daily (Monday to Friday), by 5:00 p.m., as part of the daily collection route. On Mondays, the Landfill site will require emptying of recycle carts at 8:00a.m. to ensure capacity after the weekend. The City of Stratford has 16 temporary depots located throughout the downtown core that are expected to receive collection as part of the regular Wednesday core collection. Special events throughout the City of Stratford will receive carts for temporary use, dates and locations of these



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carts will be communicated to the successful contractor. Approximately twenty five (25) special events occur throughout the year.

Blue Box Materials Accepted:

Newsprint & Paper

Newspapers, flyers  
Bond, white and coloured  
Shredded paper (bagged)  
Books (removed hardcover)  
Computer paper  
Envelopes  
Glossy paper  
Junk mail  
Magazines and catalogues  
Writing paper

Corrugated Cardboard

Clean, unwaxed, flattened and bundled, no larger than 90 X 90 X 30 cm (3' X 3' X 1')

Boxboard

Single layer board, unwaxed, uncoated, free of metal or plastic attachments.  
Cereal, cookie, shoe boxes, etc.

Other Paper

Paper egg cartons  
Paper toilet and towel rolls  
White and brown paper bags

LDPE

Plastic grocery and retail bags with #2 or #4 mobius loop (Bagged)

Aluminum Containers

Pop, beer, juice

Ferrous Containers

Steel food and beverage cans  
Metal lids

Plastic Bottles and Containers

PET #1 pop, water, liquor bottles, etc.

HDPE #2 laundry detergent, bleach, fabric softener, dish liquid, hand soap, bottles, containers, and packaging

Tubs and lids, #1, #2, #3, #4, #5, #7 yogurt, margarine, ice cream containers, etc.

Any household post-consumer rigid (i.e. no foam) plastic container or bottle designated #1-#7. This includes thermoforms, packaging, trays, clamshells, food tubs/lids and all non-bottle containers. See exceptions noted below.

Plastic exceptions:

No foam containers or any kind

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No containers or materials previously used for hazardous materials (paint, petroleum products, pesticides, medical)  
No pails or buckets exceeding a twenty (20) litre capacity.  
No biological containers such as plant trays or pots.  
No other plastic items such as toys, tools, lawn furniture, etc.  
No construction materials such as pipe, hose, tubing, siding, foam insulation, etc.

#### Not Accepted Materials:

Aseptic Containers means any multi-layered beverage box container

Gable Top Cartons including any folding top, paper beverage or food container

Polycoat including any paper-based carton packaging for beverage and food products.

Polystyrene Foam including polystyrene foam materials such as those used for cups, plates, food trays and packaging marked with SPI Code #6

Aluminum Foil Products, Food Cans including foil, pie plates, food cans with a peel lid

Aerosol Cans and Paint Cans

Beverage Cups, Disposable Plates, Bowls and Cutlery

Small Items including yogurt, applesauce containers, lids, anything less than 3 inches

#### Part B: Garbage Collection Service

Regular garbage collection in the City's core is to be conducted on Tuesday and Friday. The Contactor can commence collection by 6am on these days only in the core. Residential collection commences at 8:00am. Refer to the collection map in **Appendix A**.

Details on what is collected and not collected with respect to garbage are contained in the City's By-law 53-97 (**Appendix C**).

The City operates a full user pay system for garbage, which requires that all garbage set out for collection is tagged. Tag requirements are presented below. The Contactor will be required to ensure that all garbage set out for collection is properly tagged and if it is not, it is to be left behind. All improperly tagged garbage left behind is to be documented and reported to the City daily noting the location of the uncollected garbage. Improperly tagged garbage includes: untagged garbage, garbage with 1/2 tags not cut lengthwise, garbage with an insufficient number of tags, or items that over the weight limit of 22 kilograms (does not apply to large items) as well as over filled garbage. Garbage tags affixed to containers must be removed from the container after the garbage has been emptied. When directed by the City, the Contractor will return to remove tags that have been left on containers at the Contractor's expense.

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Infrastructure and Development Services Department

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The Contractor is required to manually pick up garbage set out for collection (either in bags or containers) as well as the collection vehicles are to be equipped with automatic dump capabilities for garbage containers ranging in size from 240 Litre to 360 Litre (68 to 95 gallon) carts.

Large items will be collected as garbage provided the item has a Large Item Tag. Large items includes: beds and box springs; chairs, couches, furniture and other items designated by the City.

In general, the City requires that all residents place garbage plus bulky items (i.e., furniture, mattresses) at the curb each collection. The Contractor shall only collect items set out for garbage collection if the item has an approved garbage tag affixed.

White Goods (i.e. fridges, stoves) are collected separately by City staff and are not included as part of the services of this TENDER.

Part C: Source Separated Organics Collection Service

Acceptable Source Separated Organics Materials:

- Butter, margarine, grease, cooking oil
- Cake, cookies, candy
- Coffee grounds, filters and tea bags
- Eggs and shells
- Fruits and vegetables (raw or cooked)
- Green grass clippings and weeds
- Herbs, spices
- Meat, fish and shellfish (including bones)
- Nuts and shells
- Pasta, bread, cereals, rice and grains
- Boxboard and cardboard (food-soiled)
- Facial tissues, napkins, paper towels, kraft paper
- Microwaveable popcorn bags
- Muffin paper
- Newspaper (food-soiled)
- Paper cups and plates
- Pumpkins
- Jams, sauces and salad dressings
- Liquid dairy products such as milk, yogurt and sour cream
- Juices
- Hair and nail clippings
- Tooth picks
- Bird seed
- Feathers, fur, pet bedding
- Houseplants and cut flowers
- Sawdust (just not from pressure treated, melamine, composite wood or particle board)

Unacceptable Source Separated Organics Materials:

- Aluminum foil
- Hot drink cups (take out coffee cups)
- Artificial flowers
- Ashes and cigarette butts
- Baby wipes
- Sanitary products
- Clothing, textiles, leather
- Coffee pods
- Corks
- Cotton balls, makeup wipes, ear cleaners
- Cutlery (metal, plastic, compostable, bamboo)
- Disposable mop sheets, dryer lint and dryer sheets

- Candles
- Elastic bands
- Christmas Trees, leaves, wood, sticks and branches, soil and sod
- Foam packaging
- Milk bags
- Medical waste: cloth and plastic bandages, gauze, intravenous, catheter/colostomy bags and tubes
- Medicine
- Gum
- Plastic bags and wrap
- Sanitizing wipes
- Wrapping paper for gifts and gift bags
- Vacuum cleaner bags
- Wax paper
- Grit, gravel, floor sweepings

#### Part D: Optional Yard Waste Collection Service

Details on what is collected and not collected with respect to yard waste are contained in the City's By-law 53-97 (**Appendix C**).

In general, residences are allowed to place up to twenty (20) bags/units of yard waste to the curb for collection. Yard waste includes hedge trimmings, tree prunings, leaves, weeds, yard plants and Christmas trees. Yard waste does not include food waste from the kitchen or grass clippings.

### **8.6 Tonnage Estimates**

The quantities set out in this TENDER including those in the Appendices, are approximate only and are for the sole purpose of indicating to Bidders the general magnitude of the work and shall be used for the comparison of submissions upon which the award of the contract will be made.

The City expressly disclaims any liability whatsoever arising from reliance or non-reliance on the data provided.

### **8.7 Adding/Replacing Materials to Collect**

The Bidder acknowledges the following:

1. That further changes to the list of recyclable items targeted for collection may be considered at a future point in time by the City;
2. That government regulations may change requiring the mix of Recyclable Materials to change, and
3. That other significant changes to the Recycling Program not covered in the Contract may also be entertained by the City from time to time.

The Bidder agrees that should the City wish to add materials to any of the collection

programs, or make changes to the programs as noted above.

It shall be the responsibility of the City to advise its residents of any changes to the items that can be set out for recycling and the effective date of the change. The Bidder shall, upon the effective date of the change to the materials being collected amend its collection practice to include the new materials.

The City has the right to amend the definition of "garbage", "rubbish", "waste", "non-collectables" and related items at any time during the term of this contract. A change in the definition shall be evidenced in writing with at least thirty (30) days' notice prior to the effective date of such change by the Public Works Manager/designate to the Successful Bidder.

It shall be the responsibility of the City to advise its residents of any changes to the items that can be set out for collection under this paragraph and the effective date of the change. The Bidder shall, upon the effective date of the change in the definition of any type of collectibles under the terms of this agreement, amend its collection practice to comply with new definitions.

### **8.8 Set out Limits**

#### Residential Collection

The Contractor will collect an unlimited amount of recyclables and source separated organics from homeowners.

Residents are required to purchase and affix a City approved garbage tag for all items set out for collection. Garbage containers/bags must weigh less than 22 kilograms in order to be collected and are restricted to a maximum dimension of 76cm by 96cm. Garbage can sizes range from up to 128 litre (33 Gallons) to 360 Litre (95 Gallons). Large items include any item set out for garbage collection that is larger or heavier than described for garbage containers/bags.

Yard waste set out is limited to twenty (20) in total bags, bundles and/or cans. Individual bags/units must weigh less than 22 kilograms in order to be collected. Bundle sizes no larger than 4 feet in length and branches no larger than 4 inches in diameter.

#### Businesses and Multi-Family Residences

The Contractor will provide the waste collection services indicated in this document to businesses, non-profit organizations, government agencies and multi-family residences that may participate in the curbside program. Non-profit organizations and government agencies typically include: churches, day care centres, community group homes, fire stations, optimist centres, etc. These establishments typically will:

- Be located on an established residential collection route,
- Limit their garbage to twelve (12) bags and;
- Limit their cardboard only, to five (5) bundles
- Maximum of 10 City Issued recycle carts per location

### Waste Collection By-Law

Complete details on the collection rules for all sectors are provided in the City's By-law 53-97 (**Appendix C**).

## **8.9 Collection Types & Numbers**

The total number of locations to be served through the collection service at the start of the contract is estimated below. These numbers include stops at residential, businesses, etc.

<b>Collection Type</b>	<b>Estimated</b>
Curbside, single family (box, can, bag)	11,128
Curbside, commercial (box, can, bag)	50
Curbside, commercial (rolling carts, recycling only)	185
Curbside, multi-family (rolling carts, recycling only)	97
Curbside, educational (rolling carts, recycling only)	15
<b>Total</b>	<b>11,475</b>

These numbers should be taken as an estimate only of the number of stops to be served by the Contractor. They were estimated based on the actual number of stops as of January 2018. Over the duration of the contract, the Contractor will be required to add households, business, etc. to its collection service. New stops will be added as new homes are built and Curbside collection is made possible on a new street or subdivision.

The unit price per stop submitted will be used to calculate the incremental cost to add and delete stops to this contract. The Bidder will be compensated for the additional stops on an annual basis based on the increase or decrease in the number of stops as determined by the City's Planning Department.

## **8.10 Approved Containers - Curbside**

Containment of materials is the responsibility of the individual households, designated businesses, etc. The City desire is to permit some flexibility in allowing residents a choice of curbside container. Approved curbside containers for recycling, garbage, yard waste and SSO are listed in the tables below:

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Material Stream	Approved and Promoted Options by the City	Notes
Recycling	<ol style="list-style-type: none"> <li>1. Standard Blue Box (any size)</li> <li>2. Other rigid containers such as a laundry basket, crate, etc. to a maximum of 128 L unless City issued recycle cart</li> <li>3. Bundled/tied</li> </ol>	<p>Boxes must be flattened</p> <p>Cardboard must be no greater than 76cm by 76cm by 20cm</p>
Garbage	<ol style="list-style-type: none"> <li>1. Rigid Containers (128 to 360L), max 22kg</li> <li>2. Plastic bags (up to 76cm x 96cm) , max 22 kg</li> <li>3. Large items (couches, etc.)</li> <li>4. 240 – 360 L (68-95 gallon) carts requiring an automatic lift</li> </ol>	<p>Rigid Containers and Plastic bags require a “bag tag” to be affixed</p> <p>Any item greater in size or weight than containers or bags; requires a “large item tag” to be affixed</p>
Yard Waste	<ol style="list-style-type: none"> <li>1. Clearly marked Certified Compostable bag (max 22kg)</li> <li>2. 110 Litre Kraft Paper bag</li> <li>3. Bundles no longer than 4feet or larger than 4 inches in diameter</li> <li>4. Rigid Containers (128 to 360L), max 22kg</li> </ol>	<p>Plastic bags as an acceptable container were phased out in the Spring of 2011</p> <p>The City allows rigid containers with a designated leaf and yard waste sticker to inform collection crews material set out is for yard waste</p>
SSO	Standard rolling cart, certified compostable bag	45 Litre container

Currently garbage cans, black bags, paper bags and certified compostable bags are available for purchase through retail locations throughout the City. Standard plastic bags are no longer accepted in the Yard Waste Program. When collecting, the Bidder must ensure bags collected in the Yard Waste Program are certified compostable and not plastic.



Bags marked with one or both of the following logos are the only compostable bags accepted in the program.



### 8.11 Approved Containers – Businesses and Multi-Family

Approved containers for businesses, commercial locations, educational locations and multi-family locations for recycling and garbage, are listed in the tables below.

Material Stream	Approved and Promoted Options by the City	Notes
Recycling	240 Litre – 360 Litre rolling cart	None
Garbage	240 Litre – 360 Litre rolling cart	None

### 8.12 City of Stratford's Communication with Program Participants

The City will communicate to program participant's information and instructions that illustrate how materials are to be prepared and placed at the curb as indicated in appendices.

### 8.13 General Operating Details for Collection

1. At a minimum, the method of collection:
2. Must be single stream recyclables;
3. Must be consistent with the details in the 2018 collection information;
4. Must be collected with a recycling collection vehicle;
5. Must be fully capable of collecting recyclable materials set out by residents, businesses, etc.
6. Must be fully capable of collecting recyclable materials set out in the containers identified in Section 9.10 and 9.11, Approved Containers
7. Must collect all recyclable material stipulated in the signed contract;
8. Must ensure that when collecting from rigid containers, collection crews:
  - Separate/remove/leave behind improperly set-out materials for recycling collection (i.e. contamination);
  - Return non-recyclable material back into the rigid container with a courtesy sticker or handout as per Sections 9.17 Reporting of Incidents & Use of Courtesy Stickers
  - Return the rigid recycling container(s) to approximately the same location in which they were found prior to collection, in an upside down position.

Must collect items:

- At the curbside or roadside of a public roadway in approved recycling containers, when generated by single family households, businesses, e.g. on a residential route; and
  - At the curbside or roadside, or at a central location, of public or private drives of townhouses, row houses, condominium complexes and trailer parks where the Public Works Manager / Designate and Successful Bidder deem such drives to be safely negotiable by recycling collection vehicles
9. Must adhere to the City's Idling Control By-law 133-2001 (**Appendix D**);
  10. Cause the least possible disruption and inconvenience to vehicular traffic, pedestrian traffic and residences and, or businesses; and
  11. Must ensure collected material is transported directly to the approved receiving facility.

#### **8.14 Information Line**

The City will operate a complaint and information line during regular business hours. Through discussion with the callers, the City will determine whether missed materials will be picked up or not, and inform the caller. Some calls may require further investigation by the Contractor. For example, in cases where the materials were not placed in the appropriate location by the prescribed collection start time, the caller will be instructed to store their materials until the next collection day. Calls that require action by the Bidder (e.g. incomplete routes) will be forwarded directly to the route supervisor for immediate action.

City staff will forward service requests prompted by calls to the Bidder electronically or by telephone.

#### **8.15 Returning Containers after Emptying**

All containers used to set out materials will be replaced in approximately the same location in which they were found prior to collection, but in no case shall they be replaced on the traveled portion of the road, driveway, parking lot or the pedestrian portion of the sidewalk. Containers will be returned in an upside down position and, at no point, be placed as to block a driveway to a residence or business.

Care shall be used not to damage the containers during collection and the Bidder shall be responsible for all damage to containers as a result of the work and will replace the damaged container with a new one of equal size and quality and deliver it, at their expense, to the address where the damage occurred.

#### **8.16 Successful Bidder Not to Collect**

The Contractor is not required to collect recyclables, garbage, yard waste or SSO if the materials are:

- Not set out in accordance with the requirements of this TENDER or the City's waste management Bylaw;
- Presents a health risk to the collector (i.e. broken glass, hazardous material); or
- Is estimated to contain more than 50% non-compliant materials.

The City will provide the Contractor with courtesy stickers which will advise residents, business owners, etc. of the reasons that the material set out has not been collected. Under no circumstance will the Contractor provide written information to program participants that has not been approved and supplied by the City.

### **8.17 Reporting of Non-Collectable Incidents & Use of Courtesy Stickers**

The Contractor shall be required to record addresses for the routine use of courtesy stickers. Routine use includes but is not limited to:

1. Non-compliant material left behind;
2. Oversized container;
3. Overweight container;
4. Cardboard boxes not broken down or oversized cardboard (recycling only);
5. Untagged waste

### **8.18 Hazardous Set-Outs**

When a set-out presents a potential health risk to the collector or residents, the Contractor will notify the City immediately (i.e. within one (1) hour) of the address and nature of the problem.

### **8.19 Missed Collection Stops by the Contractor and Late Set Outs by Residents**

If the Contractor misses one (1) or more collection stops or part of a collection route or is asked to return for a late set-out, the Contractor 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 a.m. Liquidated Damages (Section 3.8) may apply for missed collections. What is "reasonable" or "possible" will be determined by the Public Works Manager/Designate.

### **8.20 Spillage and Litter**

The Contractor is required to clean-up spillage and loose materials resulting from the work. The Contractor will not leave or deposit any material on any portion of the street, sidewalk, boulevard, or other private or public property.

### **8.21 Mechanical or Oil Spills**

The Contractor will report, promptly to the City, spills or discharges of pollutants or contaminants under the control of the Contractor. Such spills or discharges and their adverse effects are defined in the *Environmental Protection Act*, R.S.O. 1990 (EPA), as amended and all regulations thereto. The Contractor shall comply with the requirements of the EPA including all notice requirements including notifying the Spills Action Centre of the Ministry of the Environment (MOECP)(1-800-268-6060).

In addition to the above requirements, any collection vehicles being operated will cease operation until the Contractor's Supervisor arrives on site. Absorbent will be laid

down immediately. As soon as the absorbent has had the desired effect, it is to be scraped from the road or affected property. If residue still remains the Contractor will apply another layer of absorbent and repeat the process until the site is in a clean and tidy condition. Failure to respond immediately to this kind of spill may result in damage to asphalt or other damage for which the Contractor will be responsible.

If necessary, at the City discretion, a power wash and, or blacktopping will be utilized at the contractor's expense as well as any other restoration as required.

## **8.22 Labour Dispute Contingency and Emergency Plans**

The Contractor agrees to provide a written Contingency Plan as to how it intends to perform its obligations under the contract in the event of a labour dispute, strike, slowdown or work stoppage involving employees of the Contractor who are providing the services set out in the contract or employees of a permitted subcontractor.

The Contractor also agrees to provide an emergency plan. The plan will detail those actions which the contractor will take to deal with emergency situations such as ice storms, extreme snow storms, floods, fire or other natural disasters that would require deviation from normal operating procedures.

The Contractor agrees to provide a copy of both the contingency and emergency plan at time of award. The Contractor agrees that these plans shall be amended as requested from time to time by the Public Works Manager / Designate. Further, the Successful Bidder agrees to immediately provide the Public Works Manager / Designate copies of the amendments to the plans, as such amendments are made.

## **8.23 Reporting Requirements**

The Successful Contractor will be required to report the following:

Record / Report Title	Due Date
<b>Age of Vehicles</b> Report each time a collection vehicle is replaced either because it has exceeded the ten (10) year mark or due to mechanical failure	Within fourteen (14) days of the change
<b>Accidents</b> All accidents must be accurately documented (whether minor or major) involving the public or damage to public or private property	Within one (1) hour of occurrence
<b>Damage Claims</b> Provide written records and copies of claims (for each occurrence) where damages have been sustained, and as they apply to this contract	Within two (2) business days of receipt of the record or claim

Record / Report Title	Due Date
<b>Mechanical or Oil Spills</b> Report any spill to the Spills Action Centre of the Ministry of the Environment (1-800-268-6060) in addition to the Public Works Manager / Designate	Immediately (within one (1) hour of the incident)
<b>Routine Collection Issues &amp; Corrective Actions</b> Notify the City of corrective measures taken to resolve routine collection issues such as missed stops, broken blue boxes/carts/bins brought to the attention of the Contractor by the City	End of the day or at a time agreed to by the City
<b>Collection Issues &amp; Corrective Actions</b> Notify the City of all non-routine collection issues such as incomplete routes, disagreements between a resident and the Contractor, etc. and the proposed corrective action to be taken in response to the issue	Immediately (within one (1) hour of the incident)
<b>Commercial Vehicle Operator's Registration (CVOR)</b> Provide evidence of a valid CVOR throughout the term of the contract	Annually
<b>Environmental Compliance Certificate of a Waste Management System</b> Provide evidence of a valid ECA throughout the term of the contract	Annually
<b>Resolve Claim Notification</b> Provide written confirmation that all claims for damage from residents were resolved within thirty (30) days of the receipt of the claim	Thirty (30) days following the claim

## 8.24 Weighing of Material

Unless permission is obtained from the Public Works Manager / Designate, all collected materials must be weighed when delivered to the assigned disposal location.

All collection vehicles carrying materials collected under the terms of this contract must cross the weigh scales and be weighed. The vehicle must clearly display the identification number and licence plate so that it can be easily recorded by the scale house operator. The driver of the collection vehicle must provide the scale house operator with the particular information related to the material being delivered and where it was collected from.

The Contractor agrees to follow the procedure for off-loading materials at the designated site (Material Recovery Facility, Landfill and Composting Facilities) as

outlined in **Appendix E**.

### **8.25 Recycling Contamination Management**

The collection crews will make every reasonable effort to ensure that the collections are consistent with the specifications outlined in the Contract.

The allowable contamination rate for recycling collection is 5%. This means 95% or more of the materials, collected by weight, must be recyclable materials. If the collection contractor delivers recyclable material the MRF with a contamination rate in excess of 5%, the City will be entitled to Liquidated Damages as set out in Section 3.8, and as described under Special Provisions in Section 9.27 Special Provisions.

### **8.26 Audits and Inspections**

At any time during each month of the contract, the Public Works Manager / Designate may:

1. Conduct periodic waste audits of the material being collected to determine the amount of non-compliant material being set out at the curbside.
2. Survey any of the contractor's collection vehicles during collection to ensure the contractor's collection vehicles and the method of collection are in compliance with the requirements of the contract and any other legislation.
3. Conduct audits on the incoming loads from recycling collection vehicles to ensure that contamination levels are at an acceptable level. The audits shall be completed at the discretion of the Public Works Manager / Designate and the load(s) selected for the audit(s) will be inspected by an auditor designated by the Public Works Manager / Designate to determine the actual contamination rate for the particular calendar month. If the contamination rate is greater than the allowable rate specified in the TENDER, the Contractor will pay for the cost of the audit.

### **8.27 Special Provisions**

The Contractor acknowledges that the City will experience increased administrative and operational costs in the event of the Contractor's non-performance or poor performance of its contractual obligations. Accordingly, the parties agree that in view of the difficulty of ascertaining the actual losses which the City will suffer by reason of the non- performance or poor performance of the Contractor's contractual obligations, and in view of the fact that the accumulated effect of repeated incidents of non-performance or poor performance will increase costs to the City, the parties hereby agree upon and fix as the Liquidated Damages that the City will suffer by reason of said non-performance or poor performance, and not as a penalty, the amounts as set out in Sub-Section 3.8 of this TENDER.

The City will assess liquidated damages for each instance of non-performance as identified in Section 3.8.

The City may deduct and retain the amounts of such Liquidated Damages out of the monies that may be due or become due to the Contractor under the Contract, i.e. deduction from the monthly invoice. The Public Works Manager / Designate at its

sole discretion may determine whether liquidated damages are to be applied. The Contractor agrees to abide by the schedule of Liquidated Damages.

The Contractor shall pay the City the indicated amount per incidence of non-performance or poor performance on a monthly basis. Annually the number of incidences shall be accumulated. At the end of each fiscal year the number of accumulated incidences will start at zero again. The Liquidated Damages payable under this section are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the City. Without limiting the generality of the foregoing, the assessing of Liquidated Damages shall not prevent the City from recovering from the Contractor the amount of any damages incurred by the City over and above the amount of the Liquidated Damages assessed (e.g. additional costs incurred by the City from measures taken to ensure that the work is completed).

## **9.0 COLLECTION VEHICLES**

### **9.1 General**

The Contractor is required to provide appropriate collection vehicle(s) for the fulfillment of the work in accordance with the terms of this Request for Tender. Failure to provide such collection vehicle(s) shall be sufficient reason to declare the Successful Bidder in default and forfeiture of the Performance Bond to the City.

### **9.2 Age of Collection Vehicles**

All collection vehicles used in the performance of the work shall not exceed eight (8) years of age at the commencement of the Contract and no collection vehicle, including spare collection vehicles shall exceed ten (10) years of age during the term of the Contract.

### **9.3 Industry, Regulatory, Safety, Licensing & Other Standards**

The Contractor will have a valid Commercial Vehicle Operators Registration (CVOR), and the Overall Safety Rating must be satisfactory (audited or unaudited). The CVOR must be maintained in this standing with the Ministry of Transportation for the duration of the Contract. Similarly, the Contractor will also hold in good standing, a valid Certificate of Approval for a Waste Management System with the Ministry of Environment as it is required for waste hauling activity.

Overall, collection vehicles to be used for the performance of service must conform to all current industry, regulatory, safety, licensing and other applicable standards as amended.

### **9.4 Physical and Mechanical Requirements**

All collection vehicles must have fully enclosed steel bodies to prevent loss or spillage of the materials. Collection vehicles must also be mounted on an adequate truck chassis.

### **9.5 Compaction Vehicles for Recycling Collection**

Compacting or non-compacting vehicles may be used for Collection Service. Where Recycling Collection Vehicles capable of compaction are in use, the Contractor will adhere to a maximum allowable compaction pressure equivalent to 2:1 for the single stream recyclables.

### **9.6 Appearance of Collection Vehicles**

The body of all collection vehicles shall be freshly painted at the Contractor's expense prior to commencement of the work. It is expected the collection vehicles will be maintained in a rust free condition for the duration of the contract. Throughout the contract the City will require the Contractor to re-paint any or all collection vehicles not in a rust free condition at the Contractor's expense.

The Contractor will not carry advertising on the collection vehicles. Recycling and other waste management messages may be promoted on the collection vehicles with the approval of the Public Works Manager / Designate.

Collection vehicles may display the Contractor's name and logo.

The Contractor shall ensure that each collection vehicle displays a four (4) digit identification number of sufficient size to be easily identified on the front, rear and sides. The last two (2) digits of the identification number shall represent the year the collection vehicle was manufactured. Any additional collection vehicles which may be required during the contract will also require a similar system of numbering.

The Contractor shall, at their own expense make arrangements for the exterior of all collection vehicles to be washed a minimum of once a week or as directed by the Public Works Manager / Designate. The Contractor shall also disinfect the inside and outside of the collection vehicles on a regular basis or as directed by the Public Works Manager / Designate so as not to cause any offensive odours.

### **9.7 Daily Supply of Collection Vehicles**

The Contractor shall license, operate and maintain at all times, a sufficient number of collection vehicles to properly maintain the satisfactory standard of service provided for in the contract.

The Contractor is fully responsible for determining and providing the number of collection vehicles required to perform 100% of each day's collection within the designated times.

In the event of equipment breakdown, the Contractor shall supply without any unreasonable delay, sufficient alternative equipment to complete the work in accordance with the terms of the contract.

If in the opinion of the Public Works Manager / Designate, the Contractor does not have adequate collection vehicles to properly provide service in accordance with this



contract(s), the Public Works Manager / Designate will have the right to require the Contractor to increase the number of collection vehicles required, as determined by him or her, to ensure that the performance is in accordance with the terms of the contract. The Contractor shall comply with the direction and shall not be entitled to additional compensation over and above the contract unit prices as a result of any requirements for these additional collection vehicles.

The Contractor shall have access to a sufficient number of spare collection vehicles to dedicate to this contract to ensure that in the event of a breakdown, the collection continues to be performed in accordance with the terms of the contract. The Contractor shall have access to at least one (1) spare recycling and one (1) spare garbage collection vehicle, not more than ten (10) years old at the start of the contract. The Contractor should consider parking spare collection vehicles in a yard within City limits.

### **9.8 Global positioning systems / Automatic vehicle locations**

The Contractor shall supply, install and maintain onboard technology on all collection vehicles that shall include, but not be limited to, a Global Positioning System (GPS) / Automatic Vehicle Location (AVL) and onboard video recording data which **must be easily accessible to the City electronically** for real-time and historic tracking of, at a minimum, time, location, speed.

All data shall be kept on file in Canada for seven (7) years and shall be accessible by the City at any time during the term of this contract. The Contractor shall install GPS and AVL equipment on all waste vehicles, including spare vehicles, cube vans and all on-route Supervisor vehicles or as directed by the City.

The Contractor shall provide the City with confirmation that all vehicles used under this Contract have had technology installed as required. The Contractor shall provide the City with a list of the GPS/AVL locator serial numbers corresponding to each collection vehicle.

The Contractor shall provide a screenshot of each new collection vehicle and spare collection vehicle from the GPS/AVL service provider web site confirming each collection vehicle in operation. The Contractor shall provide the City with various user names and passwords for web access, at no additional cost to the City.

### **9.9 Onboard video recording**

The video recording of residential set-outs shall be accessible for a period of seven (7) calendar days or longer to be used under this Contract, at no additional cost to the City.

### **9.10 Electronic logging devices**

Electronic logging devices will be a requirement for all commercial trucks by the year 2020. Under Canadian regulations, drivers can operate a vehicle for no more than 13 hours per day to limit driver fatigue. All Contractor collection staff are to follow the Highway Traffic Act and hours of service.

### **9.11 Equipment maintenance and replacement**

Any damages to the onboard technology hardware shall be deemed the sole responsibility of the Contractor.

If a collection vehicle or on-route Supervisors vehicle working under this Contract must be replaced, temporarily or otherwise, for whatever reason, the replacement vehicle or vehicles shall have the onboard technology hardware installed and operational as described in this Contract at the Contractors sole cost and all related information provided to the City for tracking by the City.

The Contractor shall upgrade the onboard technology software and hardware as directed by the City, and at no additional cost to the City.

### **9.12 Private Accounts**

Under no circumstances will collection vehicles used in carrying out any of the work of the contract engage in private collections or collections above the standardized level of service while completing a City collection route. If a collection vehicle used in carrying out the contract is found collecting private accounts or making other collections that are not included in this contract while completing a City collection route, the City will be entitled to Liquidated Damages as described in Section 3.8 – Liquidated Damages.

### **9.13 Maintenance of Collection Vehicles**

Collection vehicles must be maintained in an exemplary condition and on a regular basis. The Contractor is responsible for the maintenance, repairs and operating costs of the collection vehicles including fuel, lubrication, licensing, insurance, washing and storage. The Contractor will maintain a record of all maintenance services performed on the collection vehicles and shall forward a copy of the record to the Public Works Manager / Designate if requested.

The collection vehicles are to be properly constructed and maintained to eliminate the depositing of debris onto the street during collection and while traveling to the appropriate disposal location. Any collection vehicle found to be depositing debris as a malfunction of the vehicle shall be removed immediately from performing the work.

The Contractor shall make every reasonable effort to ensure collection vehicles are empty of Materials at the end of the day.

The City reserves the right to have any collection vehicle it deems not mechanically sound, clean or properly labelled removed from the work until such time as the collection vehicle is deemed mechanically sound, clean and properly labelled.

#### **9.14 Additional Equipment for Collection Vehicle**

Each collection vehicle will be equipped with a shovel, broom, protective gloves and garbage bags for the purpose of cleaning up any debris that has spilled while performing the work.

Each collection vehicle will also be equipped with a spill kit that shall include absorbent material in the event of oil, fuel, or hazardous material spill and a mat for the purpose of covering storm and sanitary sewers covers/ catch basins in order to prevent spills to these locations.

All collection vehicles must be fitted with necessary and functioning safety devices and must be equipped with a two-way radio. Each collection vehicle will also be equipped with a fire extinguisher, first aid kit and reflective safety vests.

#### **9.15 Obstructions**

If the Contractor encounters a road obstruction including without limitation, utilities or other contractors working on the traveled portion of the collection route, the Contractor shall notify the City immediately of the location(s) and will return at least once that same day during regular hours of operation to collect collectible waste. The Contractor shall co-operate with the other utilities in the area to complete collection. The Contractor's on-road Route Supervisors shall be responsible to collect materials using their pick-up trucks, as directed by the City.

The following are not deemed obstructions: a) parked cars or other vehicles, trailers, boats on the street, b) another Contractor or utility working on the street, c) vehicle collisions, d) snow banks, e) ditches and f) moving vans.

#### **9.16 Inclement weather conditions**

If the Contractor cannot collect waste materials due to inclement weather conditions or damage from inclement weather conditions, the Contractor shall notify the City immediately. The missed materials will then be re-scheduled for the next available collection day when the inclement weather is no longer present, at no additional cost to the City.

#### **9.17 Adverse road conditions**

The Contractor shall make reasonable efforts to traverse roads that are under construction or are located within new developments under construction in order to provide collection service, but if the Contractor deems the road impassable, alternate methods for collection will be arranged between the Contractor and the City. This

includes the collection of waste materials by the on-road Route Supervisor's pick-up truck or the collection materials from a designated collection point in the affected area.

## **10.0 STAFFING**

### **10.1 Contract Supervision by the Contractor**

The City will be provided, to the satisfaction of the Public Works Manager / Designate, with the email addresses and telephone numbers of the Contractor's representatives who may be contacted at any time, 24 hours per day, 7 days per week, on matters relating to this contract and who shall have overall responsibility for the contract. Email accounts must be checked at a minimum, twice per day (10 a.m. and 2 p.m.), Monday to Saturday and acknowledgement and response to emails/messages within 2 hours. This does not eliminate the need to receive routine emails, telephone calls and work orders throughout the day.

### **10.2 Route Supervisor(s)**

The Contractor must have on duty on all collection days, (a) qualified supervisor(s), so as to ensure a courteous, prompt and efficient service for handling complaints. The route supervisor(s) will be available during all hours the trucks are carrying out the work. The supervisor(s) must have a vehicle that is capable of picking up material missed by any of the collection vehicle operators and which in the opinion of the Public Works Manager/Designate is the responsibility of the contractor. The route supervisor(s) will be equipped with handheld devices which are capable of both telephone and email communication.

Each on-road Route Supervisors shall be responsible for ensuring all operational requirements of this Contract, particularly that;

- all collection staff comply with the City's clothing and safety equipment requirements (such as safety vests, hard hats, CSA approved footwear with green patch, protective eyewear, hearing protection);
- the waste residue or littering created in the execution of the Work is collected.
- the care taken by collection staff regarding the placing of returnable waste containers to the occupant's boulevard in the same location as they were set-out;
- 100% of collectible waste has been collected in the manner required by this Contract;
- Only un-contaminated and un-compacted recyclable and organic materials are delivered to their respective processing facilities

- Only un-contaminated and un-compacted recyclable and organic materials are delivered to their respective processing facilities
- all complaints are satisfactorily resolved, and corrective actions reported to the City;
- non-collectible waste and containers are tagged with non-compliance tags by the collection crews in a consistent manner during each day of collection;
- claims of damage to containers are resolved by the next collection day, whereby re-usable containers that are damaged by the Contractor shall be replaced before the next waste collection day by the Contractor and at their own expense;

### **10.3 Customer Service Standards**

Employees shall be polite, courteous and respectful towards the public at all times. The Contractor shall employ for this work, only competent and skilful workers. The Contractor shall further ensure that a high standard of service, courtesy and consideration is exhibited in all of its dealings with residents, visitors and the general public, and that it conducts all of its operations, including its administrative functions, with the utmost regard for enhancing public relations; and in recognition of the need to uphold and maintain the positive public image of the City.

Specifically, the Contractor shall ensure:

- Worker compliance with the collection stipulations outlined for the collection contract,
- Workers are well informed of the customer service standards expected of them, namely to be professional in attitude & appearance.

### **10.4 Customer Service Training**

All staff retained by the Contractor for this contract shall have appropriate, specialized training to ensure that they behave at all times in a polite, courteous and respectful manner while fulfilling their duties. The Contractor will use this training to help prevent any of the following incidents from occurring:

1. Staff in possession of or under the influence of alcohol, illegal narcotics or controlled substances;
2. Unsafe practices;
3. Use of foul, profane, vulgar or obscene language;
4. Exhibiting behaviour that may reasonably be considered offensive and unacceptable customer service;
5. Solicitation of gratuities or tips from the public for services performed under the contract;
6. Refusal to collect and, or handle material placed out for collection in accordance with the contract;
7. Deliberate or reckless destruction of private or public property;
8. Deliberate or reckless scattering, spilling, or disposal of collectable materials,

- non-collectable items; or collection containers that have been set out by program participants;
9. Provision of any collection service by an employee who is not wearing an easily identifiable, neat, and clean uniform; and
  10. Scavenging.

The Public Works Manager / Designate may bring, to the attention of the Contractor, employee performance issues or any of the obligations under the contract or assess Liquidated Damages as noted in the Special Provisions, clause 3.8 where the Public Works Manager / Designate, in his or her sole discretion, considers that any of the above incidents have occurred.

### **10.5 Health & Safety Standard**

The Contractor acknowledges that it will ensure compliance with all Federal, Provincial, and Municipal occupational health and safety regulations. The Contractor accepts the responsibility for the health and safety of its employees and its Subcontractors (if Subcontractors are used) and will take all reasonable precautions for the protection of its employees and Subcontractors.

### **10.6 Health & Safety Training**

The Contractor shall provide training for employees and Sub-contractors (if applicable) involved with the contract. The training shall include but is not limited to, health and safety training, training on how to operate equipment and vehicles, and emergency response measures.

The Contractor shall set up, maintain, and enforce safety policies and procedures for the protection of its staff and other persons involved with their operations.

The Contractor shall provide the Public Works Manager/Designate, one (1) month prior to start-up with written confirmation that all employees directly involved with the contract have undergone a complete safety training program before undertaking any activities for the contract. This written confirmation will be updated annually by the Contractor as new employees are engaged. The safety training shall conform to the Contractor's policies and procedures.

### **10.7 Personnel Listing**

The Contractor shall provide the Public Works Manager/Designate with a list of management and supervisory positions, including names of persons involved in the Collection Program operations, one (1) month prior to start-up and whenever there are changes to the list due to changes in personnel or the addition or deletion of positions. Included in the personnel listings will be the telephone numbers and email addresses for all administrative and supervisory staff that will be in contact with the City.

### **10.8 Employee Appearance**

The Contractor must meet Ministry of Transportation (MTO) required safety requirements for Contractor's employees.

The Contractor's employees shall be required to be neat, respectful, courteous and sober at all times and shall perform the duties in a manner which shall present a high level of public relations for the Contractor and the City.

In the event that any person employed by the Contractor in connection with the work arising out of the contract gives, in the opinion of the Public Works Manager / Designate just cause for complaint, the Contractor upon notification by the City in writing shall not permit such person to continue in any future work.

## **11.0 SUCCESSFUL CONTRACTOR REQUIREMENTS**

### **11.1 Implementation Prior to Start-up**

The Contractor shall, within two (2) weeks of the receipt of a set of Executed Contract Documents, submit a proposed implementation schedule to the Public Works Manager / Designate for approval. This implementation schedule shall show clearly, in weekly stages, the proposed progress of the main items such as: evidence of purchase plans for Collection Vehicles; arrangements to open a local office if one is not currently in operation; initiation of agreements with the sub-contractors (if any) as well as staff recruitment and selection plans.

#### Collection Vehicles

A minimum of one (1) month prior to Contract start-up, the Contractor will submit for the Public Works Manager's / Designate review a finalized listing of all the vehicles to be utilized in the collection program which includes:

- Make,
- Model,
- Type,
- Size (i.e. capacity),
- The year of purchase for each vehicle, its life expectancy and anticipated replacement date.

#### Collection Routes

A minimum of two (2) month prior to Contract start-up, the Contractor will also submit Route maps for the Public Works Manager's / Designate approval. The Route maps are to clearly outline:

- The Route for each truck on each collection day,
- The vehicle license number, route number and truck number,
- The starting time and location for each route/truck,
- The approximate finishing time and location for each route/truck, and
- The location of town homes or any other location with special collection needs.

The City will keep a copy of all route maps. The individual collection routes and collection days will not be changed during the Contract without prior written approval of the Public Works Manager / Designate.

Drivers shall retain the same route and truck number for each collection day and shall maintain a consistent collection time pattern (i.e. pass by a house at approximately the

same time each collection day).

#### Collection Vehicle Pictures / Inspections

A minimum of two (2) weeks prior to the commencement of the Contract, the Contractor shall supply the City with digital pictures of each collection vehicle. The pictures will clearly show the front, rear and two sides of each collection vehicle dedicated to the Contract.

The Public Works Manager / Designate may elect to inspect the Contractor's fleet at the Contractor's facility at least two (2) weeks prior to the start of the waste management collection service to ensure there are adequate Collection Vehicles assigned for the Contract.

#### **11.2 Coordination Meetings**

The Contractor shall attend such meetings with City staff as may be required by the City to co-ordinate services affected by the Contract both prior to start-up and during the term of the Contract.

#### **11.3 Innovation Clause**

To ensure continuous improvement and best practices, the Contractor shall attend meetings annually, or as otherwise agreed upon, to present and discuss proposals for improvements to the effectiveness (percent of material being recovered) and efficiency (net cost of the materials recovered) of the Contract being delivered. At this time, both parties can bring forward and discuss possible Contract amendments. Any innovation Contract amendments will be at the sole discretion of the City and agreed to by the Contractor and subject to approval by City Council.

#### **11.4 Contractor's Office and Base of Operation**

The Contractor shall maintain an office and base of operation within 100 km of the City of Stratford during normal business hours (7:00 a.m. to 5:00 p.m.). The office shall be equipped with telephones, computers (with high speed internet and email capability) and a fax machine. The Contractor shall staff the site during normal business hours, Monday to Friday to receive correspondence from the Public Works Manager/ Designate regarding contracting issues and to help carry out the work and corrective actions.

The base of operation shall have adequate parking space available to accommodate the parking requirements of the collection vehicle fleet and any other vehicles used in the administration of the Contract.

The Public Works Manager / Designate may visit the Contractor's office from time to time to participate in meetings and to ensure that the facilities are adequately meeting the needs of the Contract.

The Bidder shall provide information regarding their office in their Technical Submission.



### **11.5 Scavenging**

Under no circumstances shall the Contractor's staff engage in scavenging of materials collected through the City waste collection programs or scavenge materials at the facility designated to receive the City's materials.

### **11.6 Promotion & Education**

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

The Contractor will participate in the operation of promotion and education campaigns to raise recycling and waste reduction awareness within the City. Components of the promotion and education campaigns will include, but are not limited to: contact with the public on collection routes (e.g. answering questions, providing information)

### **11.7 Cooperation with Demonstration Projects**

The City is committed to minimizing the cost of Recyclable Material, Garbage, Yard Waste and SSO Collection Services while maintaining their convenience and improving the overall diversion of waste from landfill. To this end, the City continues to explore new methods and techniques, and may from time to time undertake Demonstration Projects such as waste composition studies or pilot projects.

In the event a Demonstration Project is undertaken, the City may suspend, delay and, or monitor all or a portion of the Work in a defined area. The City may or may not require the Contractor's workforce and, or equipment to participate in, or operate a Demonstration Project. Should the Contractor's workforce and, or equipment be required, the basis of payment will be determined at the time of the project by the City through mutual consent with the Contractor.

The Public Works Manager / Designate reserves the right to contract or partner with any other person, agency or firm, for the purposes of conducting any Demonstration Project.

## **12.0 PAYMENTS AND ADDITIONAL TERMS**

### **12.1 Price Adjustments**

Price adjustments will be made for fuel and general inflation on a yearly basis as outlined below. Increases or decreases for fuel will be made once per year (January 1<sup>st</sup>). Price adjustments for fuel will be applied to a separate invoice using the following formula:

For the purposes of the calculation, the FCAI (m) will be calculated by averaging the first and last prices of the month.

$$\text{FCA} = \text{DCF} \times (\text{FCAI}(\text{m}) - \text{FCAI}(\text{Tender}) + / - 5) / 100$$

*FCA = Fuel Cost Adjustment for month*

*DCF = Diesel fuel consumption for month (m)*

WASTE MANAGEMENT COLLECTION SERVICES  
Infrastructure and Development Services Department

*FCAI(m) = fuel cost adjustment index for month being invoiced*  
*FCAI(tender) = fuel cost adjustment index for the month of the Tender closing (November 2019) = \$1.06/Litre (example)*

Year	(m) Month	DFC Litres Used	Core Sheets Month Start	Core Sheets Month End	FCAI (m) Fuel Index Month	FCAI (rfp) Fuel Index CONTRACT (December 2011)	Difference	(-/+ ) 5	/100	Fuel Cost Adjustment	
										To City	From City
2012	April						0	0	0	\$ -	\$ -
	May	5000	108.9	102.7	1.058	1.0597	-0.17	-258.5	241.5	\$ -	\$ -
	June	5000	102.7	97.8	1.0025	1.0597	-5.72	-536	-36	\$ 36.00	\$ -
	July	5000	97.8	97.3	0.9755	1.0597	-8.42	-671	-171	\$ 171.00	\$ -
	August	5000	97.3	105.6	1.0145	1.0597	-4.52	-476	24	\$ -	\$ -
	September	5000	105.6	104.6	1.051	1.0597	-0.87	-293.5	206.5	\$ -	\$ -
	October	5000	104.6	102.8	1.037	1.0597	-2.27	-363.5	136.5	\$ -	\$ -
	November	5000	102.8	100.2	1.015	1.0597	-4.47	-473.5	26.5	\$ -	\$ -
	December	5000	100.2	109.2	1.047	1.0597	-1.27	-313.5	186.5	\$ -	\$ -
	Year Total	40000								\$ 207.00	\$ -

The Consumer Price Index will also be calculated annually and be equal to the CPI for Ontario, Special Aggregates: all Items excluding Energy, by Statistics Canada as found on [www.statcan.gc.ca](http://www.statcan.gc.ca). This adjustment shall be invoiced separately in January based on the value of services provided during the previous 12-month period and shall take into account the index for the previous calendar year. Please see attached.

This adjustment, referred to as the CPI adjustment (CPAI), shall be calculated as follows:

$$CPAI(m) = \{TC(m-1) - FC(2019)\} \times \{CPI(m-1) - CPI(Dec 2019)\} / CPI(Dec 2019)$$

*TC(m-1) = Total cost of services provided for 12-month period, January to December of the previous year*

*FC(Dec 2019) = Cost of fuel required to provide services for the period at the start of the contract term in November 2019*

*CPI(m-1) = Consumer Price Index for the previous year*

*CPI (November 2019) = Consumer Price Index for November 2019 = **130.6 (example)***

## 12.2 Per Stop Cost for Contract Additions / Deletions

The Contactor, upon notification, will assume the responsibility for collection services as soon as any new homes, buildings, subdivisions, businesses, etc. are ready for service as determined by the City. Changes to the number of Stops will be updated per annum.

## 12.3 Invoices & Documentation

The Contractor shall submit an invoice to the City at the end of each month representing billing for the Work done for the previous month. The invoice will contain all required data to support that the Contract has been completed.

The Contractor shall also submit documentation on a monthly basis to accompany the invoice. Documentation will include an Excel spreadsheet, in the format provided by the City, which summarizes all material collected by zone and route. A copy of this unlocked spreadsheet is to be emailed to the City each month.

#### **12.4 Monies Due to the City**

In the event that there are any monies payable to the City by the Contractor under the terms of this Contract, such monies shall be deducted from and retained by the City from the Contractor or may be recovered from the Contractor or the Contractor's surety pursuant to the performance bond as a debt due to the City.

#### **12.5 Payment Prior to Start of Contract**

The Contractor is not eligible for any payment prior to the start-up of the Contract.

When payment is made to the Contractor, they shall promptly pay to every subcontractor employed any amount properly due such subcontractor on account of Work covered by the Contract.

The City shall not be liable for, or be held to pay, any money to the Contractor except as provided above; and on making the complete payment aforesaid, the City shall be released from all claim or liability to the Contractor for anything done, or furnished for, or relating to the Contract, or for any act or neglect of the City relating to the Work, except the claim against the City of the remainder, if any, of the amounts kept or retained as provided above.

#### **12.6 Interest**

The Contractor shall not be entitled to any interest upon any bill for work on account of delay in its approval by the Public Works Manager/Designate.

### 13.0 PREVIEW OF ON-LINE BIDDING SYSTEM SCHEDULES

Please find below a **preview only** of certain schedules (collectively, "**Schedules**") that will need to be **completed online only** through the Bidding System by the Bidder as part of your Bid submission.

The Bidder acknowledges that the preview below is provided as a courtesy only (to assist the Bidder in determining the size and scope of the project, etc.) and shall not be relied upon in any way.

Please note that the Schedules shown below are **subject to change/addition/deletion by addendum(s)** issued by the Owner. Following the issuance of each addendum, such changes may be reflected in the electronic Schedules to be completed but will not be reflected in this document. It is the Bidder's responsibility to review all addendums and ensure that the Bid is submitted based on the current requirements.

For greater certainty, the Bidder shall submit their Bid by completing all Schedules and fields in the online Bidding System. Any Bid submitted on the basis of the preview Schedules below may in the Owner's sole discretion, be disqualified and rejected on the basis of being incomplete.

# T-2019-18 - Waste Management Collection Services

Opening Date: December 31, 9999 11:59 PM

Closing Date: July 17, 2019 2:00 PM

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PREVIEW

YOU MUST BE A REGISTERED PLAN TAKER TO  
DOWNLOAD AN UNMARKED VERSION OF THIS FILE

## Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work that is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

In providing pricing note that the City reserves the right to delete any or all line items and that the Bidder agrees that any deletions shall not affect any other line item prices nor shall the Bidder have any claim whatsoever because of such cancellation.

\*Denotes a "MANDATORY" field.

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the City. If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter \$0.00 dollar value.

### Schedule 1 - Part - A, Option A (Bi-weekly Recycling Collection)

The price for Part A: Recycling Collection is per stop.

1. Option A: Bi-weekly collection from all identified sources

☐ We will not be submitting for Schedule 1 - Part - A, Option A (Bi-weekly Recycling Collection)

Line Item	Description	A - Estimated Annual Number of Stops	B - Unit Price per Stop	C - Total Annual Cost
1	Residential Single Family Collection Locations (boxes and up to 128L cans).	289328		
2	Commercial Locations (boxes and up to 128L cans)	1300		
3	Commercial Locations (large rolling carts 240L - 360L)	9620		
4	Educational Institutions (large rolling carts 240L - 360L)	780		
5	Multi-Residential Locations (large rolling carts 240L - 360L)	5044		
Subtotal:				

### Schedule 2 - Part - A, Option B (Weekly Residential Recycling Collection)

Option B: Weekly collection from all identified sources.

☐ We will not be submitting for Schedule 2 - Part - A, Option B (Weekly Residential Recycling Collection)

Line Item	Description	A - Estimated Annual Number of Stops	B - Unit Price per Stop	D - Total Annual Cost
1	Residential Single Family Collections Locations (boxes and up to 128L cans)	578656		
2	Commercial Locations (boxes and up to 128L cans)	2600		
3	Commercial Locations (large rolling carts 240L - 360L)	9620		
4	Educational Institutions (large rolling carts 240L - 360L)	780		
5	Multi-Residential Locations (large rolling carts 240L - 360L)	5044		
Subtotal:				

### Schedule 3 - Part - B (Garbage Weekly Collection)

The price for Part B: Garbage Collection is per stop.

☐ We will not be submitting for Schedule 3 - Part - B (Garbage Weekly Collection)

Line Item	Description	A - Estimated Annual Number of Stops	B - Unit Price per Stop	C - Total Annual Cost
1	Curbside, single family, small commercial generators	590876		
			Subtotal:	

### Schedule 4 - Part - C (SSO Weekly Collection)

The price for Part C: Source Separated Organics Collection is per stop.

☐ We will not be submitting for Schedule 4 - Part - C (SSO Weekly Collection)

Line Item	Description	A - Estimated Annual Number of Stops	B - Unit Price per Stop	D - Total Annual Cost
1	Residential Single Family Collection Locations	578656		
2	Commercial Locations	12220		
3	Education Institutions	780		
4	Multi-Residential Locations	5044		
			Subtotal:	

### Schedule 5 - Part - D Optional (Yard Waste Seasonal Collection)

The price for Part D: Optional Yard Waste Collection is per week.

☐ We will not be submitting for Schedule 5 - Part - D Optional (Yard Waste Seasonal Collection)

Line Item	Description	A - Estimated Number of Weeks (minimum)	B - Unit Price per Week	D - Total Annual Cost
1	Curbside, single family	12		
			Subtotal:	

### Schedule 6 - Early Termination of Contract Based on Amendments to Legislation

The Bidder, as part of this tender, shall identify any and all costs associated with an early termination of the contract for blue box services in the event of a change, alteration and/or amendment to Applicable Law. Such costs may include the stranded capital cost incurred by the bidder in the event of early termination of the contract for blue box services and may be pro-rated to the closest month end for termination at any date other than the anniversary of the contract commencement date.

Line Item	Contract Year	Cost Incurred to Terminate *	Description of Cost Incurred *
1	Year 2		
2	Year 3		
3	Year 4		
4	Year 5		
5	Year 6		
6	Year 7		

## Summary Table

Bid Form	Amount
Schedule 1 - Part - A, Option A (Bi-weekly Recycling Collection)	
Schedule 2 - Part - A, Option B (Weekly Residential Recycling Collection)	
Schedule 3 - Part - B (Garbage Weekly Collection)	
Schedule 4 - Part - C (SSO Weekly Collection)	
Schedule 5 - Part - D Optional (Yard Waste Seasonal Collection)	
HST (13%)	\$ 0.00
Total Contract Amount:	

## Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- Bid Deposit and Agreement to Bond \* (mandatory)
- Experience and References \* (mandatory)
- Vehicle Information \* (mandatory)
- Environmental Compliance Approval \* (mandatory)
- CVOR \* (mandatory)
- Additional Document (optional)



## Bidder's Declaration

1. To provide all goods, services and construction, as more specifically set out and in accordance with the Bid Call Document, including but not limited to the scope of work, specification, drawings, addenda (if issued by the Owner), the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of the contract.
2. DECLARE that no person, firm or corporation other than the one whose signature or the signature of whose proper officers I attached below, has any interest in this bid or in the Contract proposed to be undertaken.
3. FURTHER DECLARE that this Bid is made without any connection, knowledge, comparison of figures or arrangement with any other company, firm or person making a bid for the same requirement (unless performed under a "joint" agreement and so declared in the bid), and in all respects is fair and without collusion or fraud.
4. FURTHER DECLARE that all statements, schedules and other information provided in this bid are true, complete and accurate in all respects to the best knowledge and belief of the Proponent.
5. FURTHER DECLARE that I have carefully examined the entire bid document, and response requirements and hereby acknowledge the same to be part and parcel of any contract to be let for this project therein described or defined and do all the work and to provide the services of the project mentioned for the price(s) stated.
6. I/We do hereby Bid and offer to do the work as specified in the Bid Call Document(s) which shall include all costs but not limited to; freight, duty, currency, etc. in accordance with the cost and terms as submitted by the Bidder herein.
7. I/We, certify that we are in full compliance with O. Reg.19/11: INTEGRATED ACCESSIBILITY STANDARDS under [Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005 c11](#), as amended. *If required we are able to provide written proof that all employees have been trained as required under the act.*
8. FURTHER DECLARE that the agent listed below is hereby authorized by the Bidder to submit this Bid and is empowered and authorized to negotiate all matters with the City representatives on behalf of the Bidder.
9. AGREE that this Bid is to continue open for acceptance until the formal Contract is executed or a Purchase Order is issued to the successful Bidder or for ninety (90) days following the bid closing date, whichever occurs first and that the City may, at any time within that period, without notice, accept this Bid whether any other Bid has been previously accepted or not.
10. If the Bid is accepted, I/We agree to furnish all required documentation, as required by the Bid Call Document(s) within ten (10) calendar days after notification of award.
11. I/We (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Municipality.
12. I/We further declare that in the event of default or failure on our part, that the City shall be at liberty to advertise for new bids, or to carry out the works in any other way they deem best and I also agree to pay the City the difference between this Bid and any greater sum which the City may expend or incur by reason at such default or failure or by reason of such actions as aforesaid, on the City's part, including the cost of advertisement for new Bid; and to indemnify and save harmless the said City and their officers from all loss, damage, cost charges and expenses which they may suffer or be put to by reason of any such default or failure on our part.

☐ I/WE agree to be bound by the terms and conditions and have authority to bind the Corporation and submit this Bid on behalf of the Bidder.

FURTHER DECLARE that no City of Stratford employee, or Member of Council is, or will become interested directly or indirectly as a contracting party unless disclosed as follows: ☒ **Yes** ☐ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		