



London
CANADA

THE CORPORATION OF THE CITY OF LONDON

**Request for Proposal 19-02
Recycling Collection, Garbage
& Yard Waste Collection**

General Conditions



The Corporation of The City of London

Purchasing and Supply
267 Dundas Street, 4th Floor
London, Ontario N6A 1H2
[City of London](http://www.cityoflondon.ca)

May 1, 2019

ELECTRONIC PROPOSAL SUBMISSIONS ONLY shall be received by bids&tenders, no later than the closing time and date.

Request for Proposal Number	RFP 19-02
Project Name	Recycling Collection, Garbage & Yard Waste Collection
Closing Time and Date	Thursday, June 13, 2019, 2:00:00 p.m., local time
Question Period Closing Time and Date	Thursday, June 6, 2:00:00 p.m., local time
Non-mandatory Site Visit – Thursday, May 30, 2019 Date, 2:00:00 p.m., local time	The meeting will be held at the Material Recovery Facility, 3438 Manning Drive, London.
Interviews and Presentations (if required)	To be determined
Committee Date	July 23, 2019
Council Date	July 30, 2019

1.0 Request for Proposal Details

1.1 Purpose

The Corporation of the City of London (“the City”) is seeking proposal submissions (“Proposals”) for the the collection of recyclables, and for the collection of garbage and yard waste, the specifics of which are described in the Request for Proposal (“RFP”) documents.

1.2 Background

The City provides for the collection of residential waste materials. These materials include: garbage, yard waste and Blue Box recyclables. These materials are managed by the City through landfilling, composting and processing operations. The aforementioned services are provided by the City through contracted services, or directly by City staff. Some of these contracted services are included under the current RFP. Specifically, the City is requesting proposals to acquire the services of a Contractor(s) to:

1.0 Request for Proposal Details...cont'd

- **Collect Recyclables** from residential curbside stops, Multi-residential buildings, and EnviroDepots.
- **Collect Recyclables** from the Downtown Business Areas.
- **Collect Garbage and Yard Waste** from residential Curbside stops in Lambeth and a number of other subdivisions and surrounding rural area.

1.3 Scope of Work

The Scope of the Work to be completed under each Part of the Work is described within each of the respective RFP documents. An overview of the Scope is provided below. Proponents are responsible for viewing the documents describing the specifics of the Work for which they have made a submission.

This Work has been divided into “Parts” that include some or all of the aforementioned Work as listed below. Proponents may submit a proposal on one or more of the Parts.

Part A – Curbside, Multi-residential Building, EnviroDepot Recycling Collection Services

Curbside Collection:

Provide a Curbside Recycling Collection Service. Currently collection is scheduled on a ‘different-day’ cycle (once every six business days). The City may move to a weekly collection cycle in the future and therefore will need prices for current and possible future cycle. Proponent will be required to submit pricing on two collection schedule options:

- Option 1** Collect on a different day schedule (42 pickups annually)
- Option 2** Collect on a weekly schedule (52 pickups annually, on 5 day schedule).
- Option 3** Collect on a weekly schedule (52 pickups annually, on 4 day schedule).

Multi-residential Building and EnviroDepot Recycling Collection

Provide a Multi-residential Recycling Collection Service. Collection of Recyclables from Multi-residential Buildings to include:

- a) Two-stream recyclables in 360 litre carts on a weekly schedule, **and**
- b) Fibre Materials (predominately old corrugated cardboard) in Front-end Loading Bins on a weekly schedule.

Collection of Recyclables from EnviroDepots to include:

- a) Two-stream recyclables in 360 litre carts on a variable schedule.

1.0 Request for Proposal Details...cont'd

Part B – Downtown Area Recycling Collection Services

Collect residential and business Recyclables from designated Downtown Area to include:

- a) Collection of two-stream recyclables in blue bags or blue boxes from the curbside, and
- b) Collection of cardboard (either bundled or stacked).

Note: Two-stream recyclables may be collected on the same or on a different day as the collection of bundled cardboard.

Part C – Lambeth and Area Garbage and Yard Waste Collection Services

Provide a Curbside Garbage and Yard Waste Collection Service. Garbage is currently collected on a 'different-day' cycle (once every six business days). The City may move garbage collection to weekly or bi-weekly in the future and therefore will need prices for all collection frequencies. A change in Garbage collection will change the number of collections of Yard Waste.

- Option 1** Collect Garbage on a different-day schedule (42 pickups annually) and collect Yard Waste (9 pickups annually),
- Option 2** Collect Garbage on a weekly schedule (52 pickups annually, 5 day schedule), and collect Yard Waste (9 pickups annually),
- Option 3** Collect Garbage on a bi-weekly schedule (26 pickups annually, 5 day schedule) and collect yard waste (9 pickups annually).
- Option 4** Collect Garbage on a weekly schedule (52 pickups annually, 4 day schedule), and collect Yard Waste (9 pickups annually),
- Option 5** Collect Garbage on a bi-weekly schedule (26 pickups annually, 4 day schedule) and collect yard waste (9 pickups annually).

Part D – Includes all Work as described under Parts A and B

To submit a proposal on Part D, Proponents must also submit separate proposals on Part A and Part B.

Part E – Includes all Work as described under Parts A, B and C

To submit a proposal on Part E, Proponents must also submit separate proposals on Part A, Part B and Part C.

Part G – Alternative Proposal(s)

1.0 Request for Proposal Details...cont'd

1.4 Contract Period

The term of the Contract will be for a period of four (4) years, beginning August 31, 2020 with an option for renewal.

1.5 Renewal

The City at its absolute sole discretion has the option to renew the Contract for four additional one (1) year year periods, for a potential extended Contract of eight (8) years in total.

In determining whether to renew the Contract, the City will consider the following, but not be limited to price, service, quality of workmanship and change of law.

1.6 Pricing

- a) All prices must be stated in Canadian funds and expressed in year 2019 dollars. Prices must be inclusive of customs, duty and freight.
- b) The City is seeking pricing for the initial Contract period. The City reserves the right to negotiate and accept or reject any and all price increases. If price increases are deemed unacceptable, the City reserves the right to cancel the Contract with thirty (30) days written notice, without penalty.
- c) Contract prices will be adjusted annually for inflation using the Consumer Price Index (CPI). The first adjustment will be made at the start of the Contract (May 1, 2020) and subsequent CPI adjustments will occur, annually on the anniversary of the start date of the Contract. The formula for how the CPI will be applied is described within each of the respection RFP documents.
- d) All prices submitted by the Contractor with respect to this RFP must include any and all expenses that may be anticipated and incurred by the Contractor while providing the Work described in the RFP. Contractor is assumed to have conducted full and comprehensive investigations and due diligence before submitting their response. The City will rely on the accuracy of the pricing in the Contractor's response. With the exemption of annual adjustments, all prices will be firm for the Term of the Contract, and no additional costs or fees will be considered for any reason, including but not limited to changes in incoming contamination levels of recyclables, labour markets or conditions, commodity pricing, volumes of materials, weights of materials, waste composition, or other market or operating conditions.
- e) HST shall not be included and shown as an extra.

1.0 Request for Proposal Details...cont'd

1.7 Harmonized Sales Tax (HST)

- a) The Proponent is required to familiarize themselves with the Harmonized Sales Tax (HST) legislation.
- b) During the course of the Work the Successful Proponent will be required to segregate HST as a separate item on any progress billings for payment.
- c) In the event of a change in the application of the HST, appropriate adjustments will be made at a later date to ensure that the proper amount of tax is paid or the maximum refund is secured for the City, whichever the case may be.

1.8 Inclusive Prices

The proposed prices must be all inclusive for providing the goods and services specified and described in the Proposal. These goods and services must conform to all applicable specifications, codes and regulations and the proposed price must include the cost of complying with all applicable specifications, codes and regulations.

2.0 Submission Requirements

2.1 General Requirements

- a) The City is requesting Proposals from firms who are both interested and capable of undertaking the project.
- b) The onus is on the Proponent to show their knowledge, understanding and capacity to conduct the work outlined in the RFP.
- c) Proposals will be assessed according to how well they assure the City's success in relation to the RFP requirements. The detail and clarity of the Proposal will be considered indicative of the Proponent's expertise and competence.
- d) All information provided in response to this RFP must contain sufficient detail to support the services being proposed. Incomplete Proposals will not be considered.

2.2 Mandatory Requirements

Proponents are required to submit the following with their proposal. **FAILURE TO DO SO SHALL RESULT IN THE PROPOSAL BEING REJECTED.** Further information on each of the Mandatory Requirements is provided below, including any specific requirements as it relates to each Part of the Work.

- i. Form of Proposal
- ii. Technical Proposal
- iii. Financial Proposal
- iv. Certificate of Approval
- v. Commercial Vehicle Operators' Registration (CVOR)
- vi. Bid Deposit
- vii. Letter of Agreement to Bond/Letter of Guarantee

2.0 Submission Requirements...cont'd

Form of Proposal

The Form of Proposal provided must be completed in the forms provided on-line. If more than one corporate entity is involved in the Proposal, the arrangements between the various entities must be clearly explained. The City recognizes that this entity may be a joint venture or a consortium formed for the purpose of this undertaking. If the Proposal is from a joint venture or a consortium, the Form of Proposal must be signed by a signing officer of every corporate entity or firm involved in the joint venture or consortium.

Technical Proposal

- a) The Technical Proposal is to be completed as detailed in Technical Proposal Requirements Sections of each Part.
- b) The Technical Proposal is to contain technical information only. If pricing is included or referenced such that the evaluation committee can determine the Proponent's price, the Proponent may, at the discretion of the City, be immediately disqualified and all submission documentation will be returned to the Proponent. Documentation associated with the Contract securities, and which could be used to determine the Proponent's price, will be removed by the City's Purchasing and Supply division prior to distribution to the evaluation team.

Financial Proposal

The Financial Proposal is to be submitted using the format provide online and as described in RFP 19-02 Schedule 1: Price Forms. All payments to the Proponent for meeting all requirements specified in this RFP must be in the on-line Price Forms. Additional instructions and/or conditions may appear on the individual Price Forms.

Certificates of Approval

Proponents are required to submit a copy of provisional Certificate(s) of Approval as authorized and issued by the Ministry of the Environment, Conservation and Parks for the Part of the Work.

Commercial Vehicle Operator Registration

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

Each Proposal shall identify the Proponent's current valid CVOR number. The rating shall be reviewed to ensure the Proponent has a rating of "Satisfactory" or better on the Closing Date of this RFP. Failure to have the minimum acceptable rating shall result in the removal of the Proponent's technical proposal from further evaluation.

The Proponent must ensure that their CVOR permit is in good standing both at the time of submission and at all times during the Contract if selected as the Successful Proponent. Proponents with a CVOR record in excess of 70% of the Provincial threshold or who have had an Overall Safety Rating below satisfactory (audited or unaudited) will not be awarded the Work outlined in the RFP.

2.0 Submission Requirements...cont'd

Bid Deposit

Each Proponent is required to submit an original bid deposit with their proposal in the amount of 10% of the proposed annual price for Year 1 of the Contract, in the form of a Bid Bond, Irrevocable Letter of Credit, Certified Cheque, Bank Draft or Canadian Currency. **Photocopies or faxed copies of bid deposits will result in the bid being rejected**

Bid deposits, with the exception of the best and second best overall proposals will be returned within one (1) week of announcing the preferred Proponent, unless otherwise determined by the Manager of Purchasing and Supply after the proposal opening. The remaining deposits will be returned within one (1) week of the execution of the final Agreement.

It is to be noted that Proponents who elect to use cash or certified cheque as a bid deposit will not be paid interest by the City.

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

Letters of Agreement submitted must bear an original signature of the issuer and the bidder. **Photocopies or faxed copies of letters of agreement/letters of guarantee will result in the proposal being rejected.**

2.3 Specific Requirements

The specific requirements of the Technical Proposal and how it will be evaluated as it relates to each Part of the Work are describe under the relevant documents of this RFP.

3.0 Evaluation of ProposalsCriteria

3.1 Evaluation Team

Proposals will be evaluated by an evaluation team with representation from:

- City's Solid Waste Management Division
- with the assistance of Purchasing and Supply

By responding to this RFP, Proponents acknowledge that the evaluation team is solely responsible for recommending the Successful Proponent and acknowledge and agree that City Council makes the final decision.

3.0 Evaluation of ProposalsCriteria...cont'd

3.2 Evaluation Process

Each Proposal will be evaluated by the City on the basis of the information provided by the Proponent in its Proposal. Each Proposal will be reviewed to assess compliance with the requirements set out in this RFP. Evaluation results will be the property of the City. The City does not intend to disclose details of the evaluation results, under any circumstances.

After receipt of the Proposals the City may request clarification to ascertain a Proponent's understanding of, and level of responsiveness to, the Proposal for the purpose of the evaluation process.

The City, in its sole discretion may adjust the evaluation score or ranking of Proposals as an outcome of the clarifications. The City reserves the right to limit clarification to any number of Proponents as determined by the City regardless of the number of the Proponents that submitted Proposals.

The City may be assisted by, and may consult with, various technical, financial and legal advisors in relation to any or all aspects of this RFP. The appointment of, and consultation by the City with, any one or more of these advisors or Contractors will be at the City's sole and absolute discretion. The City may use any such advisors and Contractors in any way it, in its discretion, considers useful.

3.3 Submission Weighting

The Evaluation Criteria and allocation of points, is described in each the documents specific to each Part of the Work.

3.4 Interview and Presentation (if required)

Interview and Presentation process shall be based on the following criteria and are to be attended by the Proponent's representatives who will be servicing the City's account.

Interview & Presentation Agenda:

- i) Brief introduction of Evaluation Team
- ii) Presentation by the Proponent
- iii) Question & answer period

3.5 Best and Final Offer

Following the closing of the RFP, the City may, but shall not be obligated to, choose to invite Proponents to participate in a Best and Final Offer ("BAFO") process. The Best and Final Offer process is as follows:

The invited Proponents who agree to participate will then individually be requested to meet with the City to:

3.0 Evaluation of ProposalsCriteria...cont'd

- a) Clarify the particulars of the City's scope of work;
- b) Clarify the Proponent's suggestions, solutions and methods of work;
- c) Discuss options for alternative methods of achieving the City's desired results; and
- d) Explore alternative ways the City can achieve the best possible service, supply and / or performance of the Project.

Following any such discussions and meetings, the City may request the Proponents who have agreed to participate in this BAFO process to submit a best and final offer by a fixed date and time chosen by the City.

The City will then evaluate such BAFO Proposals that it has received against the evaluation criteria previously described in the RFP.

Thereafter the City may select a preferred Proponent with whom to enter into negotiations for the award of all or part of the RFP who has in the City's opinion offered the most value for money to the City. The City is not however bound to select the highest scoring or any Proposal received and may cancel this BAFO process at any time. Note: this option will only be invoked if a satisfactory outcome to the specified evaluation process is not achieved.

3.6 Selection Process

- a) Receive written responses from Proponents
- b) Evaluate Proposals
- c) Interviews & Presentations and BAFO
- d) Recommendation
- e) Agreement, Purchase Order or Contract Record

4.0 Submission Information

4.1 Proposals must be received online through [bids&tenders](#) no later than the specified closing time and date.

4.2 Proponents may edit or withdraw a submitted Proposal at any time up to the official closing time. Proponents are solely responsible to:

- make any required adjustments to their Proposal;
- acknowledge the Addendum/Addenda; and
- ensure the re-submitted Proposal is **RECEIVED** by bids&tenders no later than the closing time and date.

4.0 Submission Information...cont'd

- 4.3 Proponents are to refer to [Standard Terms and Conditions](#). The Proposal and any resulting purchase will be based on these conditions unless otherwise agreed to in writing. In the event of any conflict between the Standard Terms and Conditions and the terms or conditions of this Proposal document, the terms and conditions of this Proposal document shall prevail.
- 4.4 The City reserves the right to accept or reject any and all Proposals. The City further reserves the right to award the contract as split-order, lump sum or individual-item basis, or such combination as shall best serve the interests of the City in the opinion of the Manager of Purchasing and Supply and the applicable Managing Director/City Manager, unless otherwise stated.
- 4.5 Proposals are to remain firm for acceptance for a period of one hundred and twenty (120) days from the closing time and date.
- 4.6 Proposals containing prices which appear to be unbalanced as to likely affect the interests of the City adversely may be rejected.
- 4.7 The acceptance and award of the Proposal and execution of an agreement, contract or purchase order may be subject to approval by London City Council.
- 4.8 By submitting a Proposal, the Proponent acknowledges and accepts all terms and conditions in this Proposal solicitation document and all policies and procedures in the [Procurement of Goods and Services Policy](#).

5.0 Terms and Conditions

5.1 Non-mandatory Site Visit

A Non-mandatory Site Visit – Thursday, May 30, 2019, 2:00:00 p.m., local time. The meeting will be held at the Material Recovery Facility, 3438 Manning Drive, London.

5.2 Questions/Addenda

- a) All questions, inquiries and clarifications regarding this Proposal are to be submitted using the “Submit a Question” button available on bids&tenders. Inquiries must not be directed to City employees or Elected Officials. Submitting inquiries outside of bids&tenders may result in your Proposal being rejected.
- b) The City assumes no responsibility for any verbal (spoken) information from any City staff or from any contractors retained by the City, or from any other person or persons who may have an interest in this Proposal.
- c) Amendments or changes to this RFP prior to the closing date and time stated herein will only be in the form of written addenda issued by the City’s Purchasing and Supply Division and distributed through bids&tenders. It is the Proponent's sole responsibility to inform itself of any posted addenda. Proponents will be unable to submit their Proposal until all addenda are acknowledged electronically.

5.0 Terms and Conditions...cont'd

- d) The City makes no promise or guarantee that addenda will be delivered by any means to any Proponent. By submitting a Proposal, the Proponent acknowledges and agrees that addenda shall only be posted on bids&tenders and it is the sole responsibility of the Proponent to check for said addenda.
- e) Where a request results in a change or a clarification to the RFP, the City will prepare and issue an addendum. Addendum will be issued within the forty-eight (48) hours prior to closing - not including Saturdays, Sundays and Statutory Holidays observed by the City for regular business hours **with the exception of an addendum postponing the closing or cancelling of this RFP**. Proponents that have submitted Proposals prior to the date and time cut-off for addenda issuance are solely responsible to monitor bids&tenders for further addendum and are therefore also solely responsible for submitting a complete new Proposal acknowledging any said addenda prior to the closing date and time of the RFP solicitation.

5.3 Cancellation

- a) The City reserves the right, at its absolute sole discretion, to cancel this contract with thirty (30) days written notice, without cause and without penalty.
- b) The City reserves the right, at its absolute sole discretion, to cancel this contract with seven (7) days written notice, with cause and without penalty.

5.4 Rights Reserved by the City

- a) The lowest Proposal will not necessarily be accepted. The City reserves the right to accept/reject any or all Proposals and/or reissue the RFP in its original or revised form.
- b) The City reserves the right to modify any and all requirements stated in the RFP at any time prior to the possible awarding of a contract.
- c) The City reserves the right to cancel this RFP at any time, without penalty or cost to the City. This RFP should not be considered a commitment by the City to enter into any contract.
- d) In the event of any disagreement between the City and the Proponent regarding the interpretation of the provisions of the RFP, the Manager of Purchasing and Supply or an individual acting in that capacity, shall make the final determination as to interpretation.

5.5 Non-Disclosure

Except as the City may otherwise consent in writing, the Successful Proponent shall not use other than for the City and not directly or indirectly publish or otherwise disclose at any time (except as the Proponent's duties for the City require) either during or subsequent to the Proponent's work, any of the City's appendices, attachments or other written material (whether or not conceived, originated, discovered, or developed in whole or in part by the Proponent).

5.0 Terms and Conditions...cont'd

5.6 Confidentiality

- a) Except as may be necessary in the performance of an order under this agreement, the Contractor shall not at any time or in any manner make or cause to be made any copies, pictures, duplicates, facsimiles or other reproduction or recordings of any type, or any abstracts or summaries of any reports, studies, memoranda, correspondence, manuals, records, plans or other written, printed or otherwise recorded material of the City, or which relate in any manner to the present or prospective business of the City. The Contractor shall have no interest in any of this material and agrees to surrender any of this material which may be in its possession to the City immediately upon the termination of this Agreement or at any time prior to the termination upon the request of the City.
- b) The Contractor shall not at any time (except under legal process) divulge any matters relating to the business of the City or any customers or agents of the City which may become known to it by reason of its services under an order, orders or otherwise and shall be true to the City in all dealings and transactions relating to the services contemplated by this agreement and any order. Furthermore, the Contractor shall not use at any time (whether during the continuance of this agreement or after its termination) for its own benefit or purposes or for the benefit or purposes of any other person, firm, corporation, association or other business entity, any trade secrets, business development programs, or plans belonging to or relating to the affairs of the City, including knowledge relating to customers, clients, or employees of the City.

5.7 Environmental Considerations

In order to contribute to waste reduction and to increase the development and awareness of environmentally sound purchasing, acquisitions of goods and services will ensure that, wherever possible, specifications are amended to provide for expanded use of durable products, reusable products and products (including those used in services) that contain the maximum level of post-consumer waste and/or recyclable content, without significantly affecting the intended use of the product or service. It is recognized that cost analysis is required in order to ensure that the products are made available at competitive prices.

5.8 Safety Requirements

- a) Adhering to the Requirements of the Occupational Health and Safety Act (OHSA)

The Successful Proponent will adhere to the requirements of the Ontario Occupational Health and Safety Act and their employees, who are to engage in the work to be conducted, have an awareness of the roles and responsibilities set out in the OHSA.

- b) Compliance to Applicable Safety Regulations, Safety Guidelines and Safety Authorities Protocol Applicable to the Service Provided

5.0 Terms and Conditions...cont'd

The following link provides a guide, not inclusive, to compliance regulations in association to services and the inherent hazards that may be applicable to the work being performed on behalf of the City. It is the requirement of all Bidders to review the link and the responsibility of the Successful Proponent to know, apply and adhere to regulations to maintain the health and safety of their workers reasonable in the circumstances of the work/service being provided.

[Legislative Health and Safety Requirements](#)

c) Ministry of Labour (MOL) Visit to Workplace Site

At any time the MOL visits a workplace site where work is being performed by the Successful Proponent, on behalf of the City, must submit a copy of the MOL premise form to their appropriate City of London contact. Should the MOL visit produce orders to the Proponent, submit a copy of the response of the corrective actions and tentative completion dates devised by the Proponent to their City of London contact.

Failure to provide such documents may be considered a breach in section "Exclusion of Bidders Due to Poor Performance" with terms and conditions of that section applied.

d) Health and Safety Documents Review

The City reserves the right to request any and all health and safety documents for review for adequacy of health and safety compliance (procedures, forms/permits, guidelines, documented equipment inspections, etc.) from the Successful Proponent prior to implementation or during work/work tasks. Should concerns arise from the document review the City reserves the right to ask the Proponent to make further considerations in their health and safety strategies.

e) Qualified, Trained Workers

The Successful Proponent shall ensure the company's management, supervisors and employees are trained, qualified, possess and maintain the necessary certifications to perform all work and deliver all services in compliance with any federal, provincial and municipal regulatory codes, acts, laws and by-laws. Proof of these documents are to be kept and maintained on the work site.

f) Worksite, Activities Audit/Inspection

The City reserves the right to audit or inspect worksites or work activities being conducted on behalf of the City by the Successful Proponent during the duration of the operations. Such occurrences may be conducted by City personnel (i.e. Project Manager or Health and Safety Specialist). In the event of any dispute between the Successful Proponent and the City with respect to the Successful Proponent's conformance with any contractual requirement respecting safety, the Successful Proponent agrees that a determination of conformance shall be made by the City in its sole discretion.

5.0 Terms and Conditions...cont'd

5.9 Joint Submission

Joint submissions of two (2) or more firms are to be submitted as a single Proposal coordinated and submitted by the lead firm with the required information. The lead firm shall act as the Proponent in all contractual obligations of any resulting award and agreement, or as determined by the City.

5.10 Nomination of Sub-Contractors

- a) Unless otherwise stipulated in this RFP or any Addendum thereto, the Proponent shall indicate the names and addresses of all nominated sub-contractor s that it proposes to use in the provision of services and/or work contemplated by this RFP.
- b) The City reserves the right to reject any sub-contractor so nominated, without penalty or liability to the City of any kind whatsoever.
- c) No change shall be made to the list of nominated sub-contractor s after the closing time of the RFP, without the prior written approval of the City and only on such terms and conditions as the City in the exercise of an absolute discretion may require.

5.11 Multiple Proposals

Proponents may submit more than one (1) Proposal. Each Proposal will be evaluated as a separate Proposal and each must meet all of the mandatory requirements of this RFP.

5.12 Verification of Information

The Proponent shall co-operate in the verification of information and is deemed to consent to the City verifying such information.

The City shall have the right to:

- a) Verify any Proponent statement or claim by whatever means the City deems appropriate, including contacting persons in addition to those offered as references.
- b) Access the Proponent's premises where any part of the work is to be carried out to confirm Proposal information quality of processes and to obtain assurance of viability.

5.13 Debriefing

Not later than thirty (30) days following the date of posting of a contract award notification in respect of the RFP, a Proponent may contact Purchasing and Supply requesting a debriefing from the City.

The intent of the debriefing information session is to aid the Proponent in presenting a better Proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

Any request that is not timely received will not be considered and the Proponent will be notified in writing. The City will not disclose submission information from other Proponents.

6.0 Requirements at Time of Execution

Subject to an award of the contract, the Successful Proponent is required to submit the following documentation in a form satisfactory to the City for execution within ten (10) working days after being notified to do so in writing:

1. Executed Bond;
 - City of London Performance Bond in the amount of 50% of the Proponent's price
 - City of London Labour and Material Bond in the amount of 50% of the Proponent's price
 - OR
 - Irrevocable Letter of Credit in the amount of 50% of the Proponent's price
2. Insurance Documents;
3. Clearance Certificate from the Workplace Safety and Insurance Board;
4. Workers Compensation Declaration, form WD-1;
5. Safety Policies and Procedures and Related Documentation;
6. Non-Disclosure Agreement;
7. Declaration of Accessibility Compliance for Contracted Services; and
8. Executed Legal Agreement in a form satisfactory to the City.

If the Successful Proponent for any reason, defaults or fails in any matter or thing referred to under "Requirements at Time of Execution", the City reserves the right to accept any other Proposal, advertise for new quotations or carry out the work in any way as the City may, at its sole discretion, deem best.

6.1 Executed Bond

- a) The Successful Proponent shall be required to submit to a Performance Bond guaranteeing the full and faithful performance of the work, in an amount of 50% of the Successful Proponent's price.
- b) The Successful Proponent shall further be required to submit a Labour and Material Payment Bond in the amount of 50% of the Successful Proponent's price.
- c) The bonds shall be those as issued by a bonding agency licensed to operate in the Province of Ontario, and only on the City's standard form.
- d) An Irrevocable Letter of Credit from a recognized financial institution in the amount of 50% of the Proponent's price, in a form acceptable to the City Treasurer.
- e) The Successful Proponent shall not commence work until such time as the requested Bond/Letter of Credit has been approved by the City's Risk Management Division.
- f) The Irrevocable Letter of Credit shall act as guarantee that the Successful Proponent will perform the work contemplated herein. If the Successful Proponent expressly or by implication repudiates the contract herein, the City may terminate the contract immediately upon written notice and immediately draw upon the Irrevocable Letter of Credit as liquidated damages. Notwithstanding the above, the City shall retain any other right which it may have in law to claim for any and all damages which it may suffer as a result of the Successful Proponent's breach of the provisions set forth in the contract.

6.0 Requirements at Time of Execution...cont'd

6.2 Insurance

The Successful Proponent shall at its own expense obtain and maintain insurance until the termination of the contract. The City requires evidence of the indicated insurance coverages.

The indicated policies will not be cancelled or permitted to lapse unless the insurer notifies the City, in writing, at least thirty (30) days prior to the effective date of cancellation or expiry. The City reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as the City may reasonable require.

- a) Comprehensive general liability insurance on an occurrence basis for an amount not less than five million (\$5,000,000) dollars and shall include the City as an additional insured with respect to the Successful Proponents operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses.
- b) Automobile liability insurance for an amount not less than five million (\$5,000,000) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this Agreement.
- c) The Successful Proponent shall not commence work until such time satisfactory evidence of insurance has been filed with and approved by the City's Risk Management Division. The Successful Proponent shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date of the duration of the contract.
- d) The City reserves the right to request such higher limits of insurance or other types of insurance as it may reasonable require from time to time; failure to procure and maintain said insurance shall constitute a default under this agreement.
- e) The Successful Proponent shall indemnify and hold the City harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees occasioned wholly or in part by any acts or omissions either in negligence or nuisance whether willful or otherwise by the Successful Proponent, its agents, officers, employees or other persons for whom the Successful Proponent is legally responsible.

6.0 Requirements at Time of Execution...cont'd

Certificates of Insurance:

The Successful Proponent will be required to provide evidence of insurance at time of execution on the City's standard form. Forms 2 (Professional) and 3 (Contractors') for specialized work can be found here: [Certificates](#)

6.3 Workplace Safety & Insurance Board (WSIB)

- a) The Successful Proponent shall furnish a WSIB Clearance Certificate indicating their WSIB firm number, account number and that their account is in good standing. This form must be furnished prior to commencement of work, every ninety (90) days or upon receipt of a Clearance Certificate from WSIB throughout the contract and must be submitted with final invoice before payment is made. The Successful Proponent further agrees to maintain their WSIB account in good standing throughout the contract period.
- b) If the Successful Proponent is a non-construction*, self-employed individual, partner or executive officer who does not pay WSIB premiums and is recognized by WSIB as an 'independent operator' a letter from WSIB acknowledging independent contractor status and confirming that WSIB coverage is not required must be provided to the City prior to award of the contract and/or commencement of work.

*Construction refers to Class G – Construction of Schedule 1 (O. Reg. 175/98) and/or business activities included in Class G in the WSIB Employer Classification Manual. Please review the revised regulation and Class G services at the [WSIB](#) site

6.0 Requirements at Time of Execution...cont'd

6.4 Workers Compensation Declaration

The Successful Proponent, prior to receiving payment for substantial and total performance of the work shall submit a Declaration (form no. WD-1, per the following link) stating that the Successful Proponent has paid all assessments or compensations payable and has otherwise complied with all the requirements of the Workplace Safety and Insurance Board, and that the Successful Proponent has paid all taxes and/or penalties imposed on it by the Corporation Tax Act of the Province of Ontario: [Workers Compensation Declaration](#)

6.5 Safety Policy, Procedures and Related Documentation

The Successful Proponent shall submit a copy of the health and safety policy as required under Section 25 (2) (j) of the Occupational Health and Safety Act. If the Successful Proponent is a proponent of Sec. 25.(4) whereby they regularly employ five (5) or less employees a policy is not required under the Act, under such circumstances provide procedures or a written description of safety practices applicable to the work that will be performed under the contract.

The Successful Proponent shall provide the Managing Director/Designate, one (1) month prior to start-up with written confirmation that all employees that will be directly involved with the Work 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.

The Successful Proponent may be required to provide additional documentation such as programs, procedures - documented safety protocol with respect to safety practices applicable to the work being performed on behalf of the City and as outlined in the contract requirements.

6.6 Non-Disclosure Agreement

The Successful Proponent shall complete and submit to the City a Non-Disclosure Agreement (NDA), Form 1033.

6.7 Declaration of Accessibility Compliance for Contracted Services

In accordance with Ontario Regulation 191/11, Integrated Accessibility Standards Regulation, the City is required to train all third parties or persons who provide goods, services or facilities on its behalf.

Contracted employees, third party employees, agents, and others who deal with members of the public on behalf of the City must meet requirements of Ontario Regulation 191/11 with regard to training.

6.0 Requirements at Time of Execution...cont'd

6.8 Executed Legal Agreement in a form satisfactory to the City

The Successful Proponent shall obtain or make all approvals, authorizations, licenses, permits, orders or consents of, or declarations, registrations or filings with any governmental or administrative authority, commission, board, agency or instrumentality required for the valid execution and delivery and performance of the Work and to complete the Contractor's obligations under the terms and conditions of the Contract Documents, including all Change in the Work, as herein provided.

The Successful Proponent will make formal application for approvals, authorizations, licenses, permits, orders or consents of, or declarations, registrations or filings. The Successful Proponent must supply at their cost any and all information and complete all necessary application forms, which must be submitted to the City for review and comment, that may be required as part of the approvals process and respond to questions and comments and attend meetings.

Where applicable, the Contractor will require an Environmental Compliance Approval for the operation of a waste management system from the Ministry of the Environment, Conservation and Parks (MECP).

During the term of the Agreement, the Contractor's CVOR safety rating will be monitored to evaluate the safety performance of the Contractor. The Contractor shall make all efforts to maintain their CVOR safety rating equivalent to "Satisfactory" or better at all times during the Contract Term Agreement.

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.

7.0 Contract Change Management and Dispute Resolution

In the event that a change of law in Ontario during the Contract Term may significantly affect the scope of Work contracted under this RFP, Clauses in *General Conditions Section 7* will direct the process of transition. These Clauses are introduced in part, due to the uncertainty surrounding the transition to extended producer responsibility in Ontario and may be invoked among other reasons, in the event that the City and Contractor are unwilling or unable to negotiate a new operating arrangement following any change in, or amendment to, the applicable legislation relating to the collection of recyclables, the operation of the Materials Recovery Facility and processing and marketing of recyclables, and the collection of garbage and yard waste.

7.1 Force Majeure

- a) Delays in or failure in the performance of either party under any contract awarded under this proposal shall not constitute default hereunder or give rise to any claim for damages if and to the extent caused by occurrences beyond the control of the party affected, including but not limited to decrees of federal or provincial government, acts of God, fires, floods, explosions, riots, war, rebellion, sabotage and atomic or nuclear incidents ("force majeure"), but lack of finances, strikes or other concerted acts by workers, delay or failure arising out of the nature of the work to be done, or from the normal action of the elements or from any normal difficulties which may be encountered in the performance of the work, having regard to the nature thereof, shall in no event be deemed to be a cause beyond a party's control.

7.0 Contract Change Management and Dispute Resolution...cont'd

- b) In the event that the performance of any contract awarded under this proposal, in the reasonable opinion of either party, is made impossible by force majeure, then either party shall notify the other in writing and the City shall either; terminate the contract forthwith and without any further payments being made; or authorize the Contractor to continue the performance of the Contract with such adjustments as required by the existence of the force majeure and agreed upon by both parties. In the event that the parties cannot agree upon the aforementioned adjustments, it is agreed by the parties that the Contract shall be terminated.
- c) Proponents, by making a submission, acknowledge that Ontario Municipalities are subject to the *Waste-Free Ontario Act, 2016* and Provincial Blue Box Program Plan (BBPP) that are outside the control of the City. Repeal, replacement and/or amendment to the BBPP may change the operation of any Contract awarded under this RFP sufficiently to be classified, in the sole discretion of the City, as a "Force Majeure" event. The parties hereby further acknowledge and understand that the Waste-Free Ontario Act, 2016 (WFOA) received Royal Assent in June, 2016 and enacted the *Resource Recovery and Circular Economy Act, 2016* and the *Waste Diversion Transition Act, 2016* and repealed the *Waste Diversion Act, 2002* all of which along with associated regulations, when implemented may alter and/or change the scope of work of any Contract(s) awarded under this RFP and may impact any Contracts awarded under this RFP to the extent that such alteration or change may be classified in the sole discretion of the City, acting reasonably, as a "Force Majeure" event. If the WFOA comes into force, the City reserves the exclusive right to a) continue with the contract as written for the remainder of the term, b) negotiate with the contractor to amend the contract and determine the fees payable to the contractor under an amended contract, or c) terminate the contract entirely.
- d) In the event of a strike or lockout, the Contractor is responsible to maintain all collection services, to whatever reasonable degree possible and, if necessary, in co-operation with the City as specified in the "Force Majeure" clause above.
- e) Within 30 days of the award of any Contract, the Contractor shall submit to the City 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 cost. Such plan shall become a part of the Contract and shall be subject to all the terms of the Contract. Failure to submit a sufficient contingency plan, in the sole discretion of the City, may result in termination of the Contract.

7.2 Change of Law Provisions

Compliance With Laws & Regulations

The Contractor shall ascertain and at all times shall provide the Work in accordance with all Applicable Laws.

For clarity, the Contractor shall be responsible to inform itself and comply with all regulations governing the performance of the work, which may be amended from time to time.

7.0 Contract Change Management and Dispute Resolution...cont'd

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 the coming into effect after the Commencement Date of any legal change, including directive, statute, statutory instrument, regulation or by-law through:

- i A draft bill as part of any government departmental consultation paper;
- ii A government bill or white paper;
- iii A draft statutory instrument;
- iv Any applicable judgment of a relevant court of law that may affect the Work;
- v Any guidance or directive provided from any ministerial authority, circular or best practice note with which the Contractor is legally bound to comply; or
- vi Any amendment to the Waste Diversion Act, Blue Box Program Plan, WFOA or the creation of new or amended regulations concerning the Blue Box Program Plan, except to the extent that the City elects to treat such event as an event of Force Majeure in accordance with Section 7.1c.

If a Change of Law occurs or is about to occur, that results in a significant effect on the ability of the Contractor to perform the work as determined by the the City acting reasonably and/or the ability of the City to authorize the performance of the work, and/or significantly alters the scope of work to be performed, then the City, in its sole discretion may notify the Contractor in writing of the Change of Law and either party may notify the other to express an opinion on its likely effects, providing details of their opinion regarding:

- i Any necessary change in the Work;
- ii Whether any changes are required to the Terms of the Contract to deal with the Change of Law;
- iii Whether relief from compliance with any Contract obligation or tem is required prior to or after implementation of any relevant Change of Law;
- iv Any loss of income that may result from the relevant Change of Law;
- v Any estimated change in the costs of performing the work that directly results from the Change of Law;
- vi Any expenditure that is required or may no longer be required as a result of a Change of Law taking effect during the remaining Contract term; and,
- vii An amendment to any Applicable Law.

In each case, full details of any proposed procedure and/or cost for implementing the resulting change in the Work shall be provided by the City to the Contractor in writing in its sole discretion confirming any changes to the Contractor's responsibilities as a result of the Change in Law. Any resulting variation to the Contract Price shall be dealt with in accordance with the Change Management Section herein.

7.0 Contract Change Management and Dispute Resolution...cont'd

7.3 Change Management...cont'd

a) Change to the Work Proposed by the City

The City shall be entitled to make changes to the Work in accordance with this Section. If the City requires a change in the Work, the City shall notify the Contractor of the change in the Work describing the required change in the Work in sufficient detail so as to enable the Contractor to calculate and provide a change in costs Estimate (the "**Estimate**"), if any, and requiring the Contractor to provide the City with the Estimate within fifteen (15) working Days of receipt of the City's notification.

As soon as practicable and in any event within fifteen (15) working Days after having received notification, the Contractor shall deliver the Estimate to the City. The Estimate shall include the opinion of the Contractor on:

- i Whether relief from compliance with obligations is required during the implementation of the change in the Work;
- ii Any impact on the provision of the Work;
- iii Any amendment which may be required to be made to the Contract as a result of the change in the Work;
- iv Any change in Contractor costs that may result from the change in the Work;
- v Any loss of revenue that may result from the change in the Work; and
- vi Any gain in revenue that may result from the change in the Work.

As soon as practicable after the City receives the Estimate, the parties shall discuss and attempt in good faith to resolve the issues set out in the Estimate, including providing evidence that the Contractor has used best efforts, including (where practicable) the use of competitive quotes to oblige its sub-Contractors to minimize any increase in costs and maximize any reduction in costs, and demonstrating that any expenditure to be incurred or avoided has been determined in a cost effective manner.

If the Contractor does not intend to use its own resources to implement any change in the Work, it shall source, to the satisfaction of the City, 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 cannot agree on the changes/costs described in the contents of the Estimate then the dispute will be determined in accordance with the Settlement of Disputes section.

As soon as practicable after the contents of the Estimate have been agreed or otherwise determined pursuant to the Settlement of Disputes section, the City shall:

- i Confirm in writing the acceptance of the Estimate (as such may have been modified), in which case the City shall notify the Contractor; or
- ii Withdraw the proposed change in the Work.

7.0 Contract Change Management and Dispute Resolution...cont'd

7.3 Change Management...cont'd

If the City does not confirm in writing the acceptance of the Estimate (and/or subsequent modifications resulting from negotiations) within twenty (20) working Days of the contents of the Estimate having been agreed or determined, then the City's proposed change shall be deemed to have been withdrawn.

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

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 that the City will also realize a financial benefit in an amount to be negotiated in good faith between the parties.

b) Change to the Work Proposed by the Contractor

If the Contractor seeks to propose a change in the Work, it must notify the City.

The Contractor must:

- i Set out the proposed change in the Work in sufficient detail, in writing, to enable to Municipality to evaluate it in full;
- ii Specify the Contractor's reasons for proposing the change in the Work;
- iii Indicate any implications of the change in the Work, including any anticipated change in the costs of providing the Work by the Contractor and any gain or loss in revenue to the Contractor potentially associated with the proposed change;
- iv Indicate, in particular, whether a variation to the Contract Price is proposed (and, if so, provide a detailed cost estimate of such proposed change); and
- v Identify any timeframe, if applicable, by which a decision by the City is critical, explaining the reasons why. The City shall evaluate the Contractor's proposed change in the Work, taking into account all relevant issues, including whether:
 - A change in the Contract Price will occur;
 - The change affects the quality of the Work or the likelihood of successful delivery of the amended Work;
 - The change will interfere with any relationship of the City with third parties;
 - The financial strength of the Contractor is sufficient to perform the change; and
 - The change materially affects the risks or costs to which the City is exposed.

If the City accepts the Contractor's change proposal (with or without modification), the relevant change in the Work shall be implemented within fifteen (15) working Days of acceptance of the proposal by the City, unless the parties agree to a different implementation timeframe, in writing. All changes to the Work and/or the Contract shall be documented in writing. Where the City accepts the Contractor's change proposal, the City shall notify the Contractor.

7.0 Contract Change Management and Dispute Resolution...cont'd

7.3 Change Management...cont'd

If the City rejects the Contractor's change proposal, the City shall provide reasons in writing for such a rejection.

Unless the City specifically agrees to an increase in the Contract Price, 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 City in accordance with this Section, all Work shall remain unaltered.

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 City will also realize a financial benefit in an amount to be negotiated in good faith between the parties.

7.4 Assignment of Contract

The Contractor shall not assign transfer, convey, sublet or otherwise dispose of this Contract or his/her right, title or interest therein, or his power to execute such Contract, to any other person, company or Municipality, other than a wholly owned subsidiary or affiliated company, without the previous consent, in writing, of the City and in the sole discretion of the City.

The Parties to the Contract acknowledge that Ontario Municipalities are subject to the Waste Free Ontario Act, 2016, Waste Diversion Act, 2002, and Provincial Blue Box Program Plan (BBPP). The Parties hereby acknowledge and agree that repeal, replacement or amendment of any of the above and/or introduction of any new legislation or regulation(s) may result in the City assigning the Contract. The Contractor agrees that such assignment will become effective following Thirty (30) calendar days' 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 shall not be entitled to any compensation for such assignment 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 contained herein. The City shall have no liability, howsoever incurred, for any additional costs after the assignment date save and except those costs negotiated in advance of the assignment.

7.5 Settlement of Disputes and Termination

- a) In cases of dispute as to whether or not deliverables required by any Contract awarded under this RFP meet the requirements of the City, the parties agree to attempt to negotiate a mutually agreeable settlement prior to submitting the matter at issue to a third party mediator or, if the parties agree, to an arbitrator. The decision of an arbitrator, which shall be appointed by the City, will be final and binding.

7.0 Contract Change Management and Dispute Resolution...cont'd

- b) Notwithstanding the above, the City may terminate any Contract awarded under this RFP for any reason whatsoever, by giving one hundred and twenty (30 days written notice to the Contractor of such intent. The Contractor shall not be entitled to any monetary compensation for work done following the notification period.
- c) Notwithstanding any other provision in any Contract awarded under this RFP, at the option of the City, 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:
 - i declares its inability to pay debts as they generally become due;
 - ii is adjudged or adjudicated bankrupt or insolvent;
 - iii becomes subject to or requests any benefit or exemption relating to any provision or enactment concerning bankruptcy or insolvency;
 - iv withholds any funds payable to the City or information from the City;
 - v abandons the Work under this Contract;
 - vi disregards any laws, by-laws, rules, regulations, standards, approvals or orders of any of the authorities having jurisdiction, including without restricting the generality of the foregoing, the directives of the City;
 - vii gives or offers any gratuity to or attempts to bribe any member of Council, officer or servant of the City; or
 - viii repeatedly fails to adhere to the terms of any Contract awarded under this RFP and in particular commits repeated infractions in the performance of the Work.
- d) In the event that the City terminates all or part of any Contract awarded under this RFP, the City may take any steps to secure the completion of the Work and any damages or extra expenditures thereby incurred may be collected from the Contractor.
- e) In the event the City 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.
- f) In the event that the City exercises their right to terminate the Contract then the Contractor shall be paid for only those Work(s) performed up to the date of termination that have been pre-approved by the City.
- g) Any representation or warranty given by the Contractor shall survive beyond termination of this Contract.

7.6 Early Termination of Contract based on Amendments to Legislation

Proponents, by making a submission for the provision of Blue Box Services in response to this RFP, acknowledge that Ontario Municipalities are subject to the applicable legislative requirements including but not limited to *Waste Free Ontario Act, 2016* (WFOA) and all applicable statutes, policies, programs, guidelines, regulations and standards including but not limited to the Provincial Blue Box Program Plan (collectively referred to as “**Applicable Law**”) all of which are outside the control of the City.

7.0 Contract Change Management and Dispute Resolution...cont'd

Proponents further acknowledge that legislative changes including but not limited to repeal, replacement or amendment of any Applicable Law may change or alter the Contract awarded for Blue Box Services under this RFP in such a manner that in the sole and absolute discretion of the City the services provided under the Contract for Blue Box Services are no longer required or necessary to the City. If the services provided by the Proponent are no longer necessary to City due to a change in Applicable Law, the City shall have a right to terminate the Contract as it relates to Blue Box Services prior to the scheduled end of the Contract Term. Notice of any such early termination of the Contract for Blue Box Services shall be provided to the Proponent by the City within 30 days of the repeal, modification, replacement and/or amendment to Applicable Law.

The Proponent, as part of this RFP, shall identify any and all costs associated with an early termination of the Contract for Blue Box Services in the event of an change, alteration and/or amendment to Applicable Law. Such costs may include the stranded capital cost incurred by the Proponent 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.

7.7 Cancellation of Agreement

Except in the case of a Force Majeure Event, as defined herein, the City reserves the right to cancel the Contract with thirty (30) Business Days written notice, without penalty or any liability to the Contractor or its agents, suppliers or subcontractors, in the event the Contractor's default under the Contract Documents as determined by the Corporation which default shall include, but not be limited to matters: of insufficient insurance coverage; failure to provide statements; failure to enforce approved standards of sanitation; quality of service remaining unsatisfactory to the Corporation after issuance within ten (10) Business Days of written notice to correct; or failure to operate the Materials Recovery Facility in compliance with all operating approvals for a period of five (5) consecutive days, provided that the Contractor has not commenced remedial action of the default that is satisfactory to the Corporation within the fourteen (14) Business.

RFP19-02 - Recycling Collection, Garbage & Yard Waste Collection

Opening Date: May 2, 2019 5:00 PM

Closing Date: June 13, 2019 2:00 PM

PREVIEW

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

Bid Questions

Provide remittance address:

Provide payment terms:

Sub-Contractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

The Bidder shall state only one (1) subcontractor for each type of work

Bidder(s) shall upon request by the Owner produce a list of references for all or any proposed Subcontractors within three (3) business days.

Subcontractors

☐ By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "OWN FORCES".

Subcontractor Name	Type of Work to be Performed	Contact Information	
			*

Consultants

☐ By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "OWN FORCES".

Consultant Name	Field of Consulting	Contact Information	
			*

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.

- Technical Submission * (mandatory)
- Financial Submission (Schedule 1 Pricing Form) * (mandatory)

Declarations

I/WE hereby offer to provide the described goods and/or services in accordance with the City's terms, conditions and all related documents which will be deemed part of the contract should this Proposal be accepted, and as follows:

I/WE DECLARE that no person, firm or Corporation other than the one whose information is listed is or are attached, has any interest in this Proposal.

I/WE FURTHER DECLARE that this Proposal is made without any connection, knowledge, comparison of figures or arrangement with any other company, firm or person making a bid for the same work and is in all respects fair without collusion for fraud.

I/WE FURTHER DECLARE that the several matters stated in the said Proposal are all in respect true.

☐ 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.

Declaration of Conflict of Interest

No elected official, appointed officer or employee of the City shall have any pecuniary or controlling interest, either direct or indirect, in any competitive bid or contract for the supply of goods or services to the City, unless such pecuniary interest is disclosed by the contractor, bidder, or person submitting a quotation, as the case may be, or unless such pecuniary interest would be exempt under the Municipal Conflict of Interest Act. Please disclose any potential conflicts below by clicking "yes", otherwise click "no" if you do not have any conflict of interest. Failure to disclose any conflict of interest shall result in your bid being rejected.

☒ 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.		