



The Corporation of the City of Cornwall

Request for Proposal # 18-P19

**Collection, Processing and Marketing of Recyclable Material and
Collection of Curbside Waste**

Closing Date: December 5, 2018 @ 4:30 p.m. (local time)

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REQUEST FOR PROPOSAL No 18-P19

Collection, Processing and Marketing of Recyclable Material and Collection of Curbside Waste

1. Introduction

- 1.1 The Corporation invites Proposals to provide services for the collection, processing, and marketing of recyclable material as well as the collection of curbside solid waste collection.
- 1.2 Subject to the Corporation's rights described in this RFP, the Corporation proposes to award a Contract for a term of 7 years, as more particularly described in the Terms of Reference
- 1.3 The Bid documents outlined in this RFP consist of two options as follows:
 - 1) Option 1 - Current level of service for garbage and recycling.
 - 2) Option 2 - Modified level of service:
 - No curbside collection of bulky material, a 6 bag limit, mandatory curbside recycling, 2 amnesty days, and
 - A cart based collection for garbage and recycling for IC&I and multi-residential customers
 - 3) Option A - Recycling Processing
 - Use of Corporation's Material Recovery Facility
 - 4) Option B - Provisional- Recycling Processing
 - Recycling Processing- use of Alternative Material Recovery Facility

2. Overview

- 2.1 The City of Cornwall's Infrastructure and Municipal Works Department requires the services of a qualified contractor(s) for a seven (7) year period commencing on April 1, 2019 to conduct the Collection, Processing and Marketing of Recyclable Material and Collection of Curbside Waste according to the specification, instructions, and regulations as indicated in this document.

- 2.2 The goods and/or services to be provided by the Successful Proponent are described in the Terms of Reference. The Contract between the Corporation and the Successful Proponent, if a Contract is awarded, will incorporate the Contract Terms and the Terms of Reference.

3. RFP Process

- 3.1 Proponents should carefully read this RFP to thoroughly understand the requirements of the Corporation. Proposals which fail to respond to the procedural and content requirements of this RFP may be rejected.
- 3.2 The Evaluation Criteria that will be applied to Proposals are described in Article 15 of this RFP. It is the intention of the Corporation to identify one Proponent best suited to fill the requirements stated in this RFP.
- 3.3 Proponents are encouraged to ask questions or request clarification with respect to any part of this RFP which is unclear. All questions and requests for clarification respecting this RFP should be made in the manner described in Article 9.0. Except for the meetings provided for in this RFP and other opportunities for the Corporation to obtain information, Proponents are not to contact any Corporation staff or personnel or any member of the evaluation team or Council in relation to the RFP.
- 3.4 The Corporation does not intend to create any contractual relations or obligations with any Proponent by virtue of issuing this RFP or by receiving or opening or evaluating any compliant Proposal. The fact that the Corporation may hold negotiations with a Proponent shall not be construed to create any contractual obligations between the Corporation and such Proponent or Proponents.

4. Definitions

- 4.1 The capitalized terms not otherwise defined in this RFP shall have the meanings indicated in this section.

- 4.2 “Anniversary Date” means the day that follows any twelve month period starting from the Commencement Date of this Contract.
- 4.3 “AVL” means Automated Vehicle Locating System.
- 4.4 “Bulky Waste” means items such as sofas, chairs, tables, dressers, and other large acceptable items as listed in the Solid Waste By-Law 076-1994 under 60lbs.
- 4.5 “Collectible Waste” has the meaning set out in the Corporation’s Waste Collection Bylaw, as applicable. For the purposes of this Contract, Collectible Waste is defined to include Garbage, Recyclable Material, Source Separated Organics, Bulky Waste and Yard Waste.
- 4.6 “Collection Route” means those routes that have been approved by the Supervisor for use by the Contractor to perform the Work.
- 4.7 “Collection Vehicles” mean any vehicle used by the Contractor for the collection of Waste, Recycling, and Yard Waste, including spare vehicles.
- 4.8 “Commencement Date” means the date specified in Appendix A 1.0 of this Contract.
- 4.9 “Container” has the meaning set out in the Waste Collection Bylaw, and typically means an approved receptacle used to place Collectible Waste at the curbside for collection. Examples include a garbage bag or rigid container such as a garbage can, leaf and yard waste paper bag, municipally issued blue box, other plastic container such as a laundry basket or plastic storage container, or any other container deemed suitable by the Supervisor for Collectible Waste.
- 4.10 “Containerized Waste” means the Garbage and/or Recycling stored in rolling 60/90/95 gallon carts.
- 4.11 “Customers” means those persons within the City whose material is required to be collected under this Contract.

- 4.12 “CVOR” means Commercial Vehicles Operator’s Registration Certificate.
- 4.13 “Day” means the period from midnight to midnight.
- 4.14 “Equipment” means the Collection Vehicles, and other tools and materials used by the Contractor to perform the Work.
- 4.15 “Garbage” has the meaning set out in the Corporation’s Waste Collection Bylaw, as Waste or Domestic Waste as applicable, and generally refers to any material which is not Recyclable Material, White Goods, or Yard Waste.
- 4.16 “Garbage Bag” means any bag with contents and has the same meaning as a garbage container.
- 4.17 “Garbage Container” means a rigid reusable container having handles as has the meaning set out in the Corporation’s Waste Bylaw.
- 4.18 “IC&I” means industrial, commercial and institutional.
- 4.19 “MRF” means the Material Recovery Facility used for processing Recyclable Material as described in this RFP.
- 4.20 “MOECP” means Ministry of the Environment, Conservation and Parks.
- 4.21 “Multi-Residential” means a property that is used for residential purposes that has more than six self-contained units. This can included condominiums, co-operatives, timeshares, group homes, campgrounds, mobile home parks and leased buildings.
- 4.22 “Non-Collectible Material” has the meaning set out in the Corporation’s Waste Collection Bylaw, as applicable.
- 4.23 “Primary Collection Vehicle” means the Collection Vehicles that are used daily to provide the Work.

4.24 “Prohibited Act” means:

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

- (i) engaging or participating in any wilful, negligent or reckless action in disregard of safety or sanitary requirements or regulations;
- (j) playing radios or other sound equipment at a volume which constitutes a nuisance to the Municipalities, the public and/or to Customers; and/or
- (k) parking, storing materials or equipment on private property without prior written permission to do so.

4.25 “Recyclable Material” is defined in the applicable Waste Collection Bylaw as Recycling and Source Separated Material, and generally means the materials designated by regulation for the blue box, including O.Reg. 101/94, as amended from time to time.

4.26 “Regulations” means all rules or regulations having force of law.

4.27 “Residential” property that is used for residential purposes that has fewer than or up to six self-contained units. This can include single family homes, townhomes, row housing, duplexes, triplexes, four-plexes, five-plexes, and six-plexes.

4.28 “Stops” means the estimated number of stops a recycling or garbage truck will make along a route or throughout the duration of the contract. For example one stop would occur at 123 First Street, even if it consisted of two residences 123 A and 123 B.

4.29 “Waste” means all Waste or Domestic Waste as set out in the Corporation’s Bylaw.

4.30 “Waste Collection Bylaw” means the by-law(s) passed by the Corporation governing Collectible Waste, as such by-laws may be amended, restated, supplemented or replaced from time to time.

4.31 “Week” means seven consecutive days, starting on Monday and ending on the following Sunday.

4.32 “Working Days” means Monday to Friday inclusive, except statutory or civic holidays observed in the Province of Ontario.

4.33 “Yard Waste” has the meaning set out in the Corporation’s Waste Collection Bylaw under Green Waste, as applicable, and typically means organic materials, including leaves, hedge trimming, tree pruning, weeds, yard plants, shrubbery, brush, Christmas trees, tree trimming, or other garden debris. Yard Waste does not include food waste.

5. Proponent Expenses

5.1 The Corporation shall have no liability to any Proponent for costs incurred in the course of its participation in this RFP, including, but not limited to, the preparation of a Proposal, participation in meetings, interviews or negotiations or the provision of additional information at the request of the Corporation. The Corporation shall not be responsible to any Proponent for any costs, expenses, losses or damages which a Proponent may incur, sustain or suffer by reason of participating in this RFP.

5.2 Proponents should note that the Successful Proponent shall be required to obtain and pay for all permits and licenses required for or in relation to carrying out the Terms of Reference and/or performing the Contract, including the permits and licenses that may be issued by the Corporation. The costs of all permits and licenses are to be borne by the Proponent and are deemed to be included in its Proposal.

6. Goods/Services, and Information and Site Visit

6.1 The goods and/or services to be provided under the Contract, if a Contract is awarded, are more particularly described in the Terms of Reference.

6.2 To the best of the Corporation’s knowledge, the Terms of Reference are complete and accurate. Nonetheless, nothing in this RFP is intended to relieve Proponents from undertaking their own investigations or enquiries or other due

diligence in order to form their own opinions and conclusions with respect to the goods and/or services addressed in this RFP. Proponents are directed, before preparing or submitting their Proposal, to research, investigate and fully ascertain historical and existing conditions, circumstances and limitations affecting the goods and/or services to be delivered under the Terms of Reference. No allowances will be made for additional costs and no claims will be considered in connection with conditions or circumstances which could reasonably have been ascertained by Proponents through such research, investigation or other due diligence undertaken before Proposal submission.

- 6.3 The Corporation has scheduled one site visit for all Proponents to be held on **November 14 at 2:00 pm** in the Engineering Boardroom, 1225 Ontario Street, Cornwall, Ontario followed by an on-site visit at the Cornwall Waste Disposal Site, 2590 Cornwall Centre Road, Cornwall. The purpose of the visit is to allow Proponents to view the facilities. Proponents may ask questions and seek clarifications during the site visit. Notwithstanding that the Corporation may give oral answers or other information during the site visit, those answers or information are not binding unless issued in writing as an addendum. Proponents shall not visit the site other than on the scheduled site visit date. **The site visit is non-mandatory. Proposals will be accepted from proponents who do not attend the site meeting.**

7. Confidential Meetings with Proponents

- 7.1 The Corporation may, in its sole discretion, schedule confidential meetings with one or more Proponents. Such meetings may be convened by the Corporation after Proposal submission.
- 7.2 Where the Corporation wishes to convene a confidential meeting, it will deliver a written notice to the Proponent confirming the date, time and place of the confidential meeting, its approximate length and the maximum number of attendees invited. The purpose of such a meeting is to provide the Proponent with an opportunity to discuss, on a confidential basis, the RFP, the Proponent's

Points for Discussion and any other matters related to the RFP including its Proposal.

7.3 Any Proponent participating in a confidential meeting acknowledges and agrees that:

- a) Nothing said or done during the confidential meeting shall amend or waive any provision of the RFP or be binding on the Corporation or be relied upon by the Proponent unless confirmed in an addendum;
- b) No statement made at such a meeting shall be deemed or considered to be an indication of a preference by the Corporation or a rejection by the Corporation of anything said or done by the Proponent;
- c) Should the Corporation determine, based on discussions at a confidential meeting, that clarification or process-related information received or given during the confidential meeting should be distributed to all Proponents, the Corporation may share such clarification or process-related information with all Proponents.

7.4 Each Proponent waives any and all rights to contest and/or protest the RFP based on the fact that confidential meetings occurred or on the basis that information may have been received during a confidential meeting by another Proponent that was not received by the Proponent. The fact that the Corporation decides to meet with one Proponent will in no way oblige it to meet with any other Proponent. Neither will the fact that the Corporation met with some Proponents and not others be deemed to be unfair or unequal treatment.

8. Lobbying and Conflict of Interest

8.1 Proponents are prohibited from engaging in conduct which is or could reasonably be considered as any form of political or other lobbying or as an attempt to influence the outcome of this RFP.

8.2 The Proponent shall not discuss or communicate directly or indirectly with any other Proponent regarding the preparation or content of a Proposal.

- 8.3 The Proponent is required to disclose to the Corporation, prior to submitting a Proposal, any potential or real conflict of interest in relation to its Proposal or its participation in the RFP.
- 8.4 If a conflict of interest exists, the Corporation may, in its discretion, either withhold evaluation of that Proponent's Proposal until the matter is resolved to the satisfaction of the Corporation or reject that Proponent's Proposal.
- 8.5 The failure of any Proponent to comply with this article may result in the disqualification of the Proponent and the rejection of its Proposal.

9. Enquiries and Addenda

- 9.1 It shall be the Proponent's responsibility to clarify any points in question with the Purchasing Supervisor prior to submitting a Proposal.
- 9.2 Verbal clarification shall not be interpreted to change the intent or contents of this RFP. The Corporation retains the right to decline to answer any enquiry.
- 9.3 Under no circumstances shall the Proponent rely upon any information or instructions from the Corporation, its employees, or its agents unless the information or instructions are provided by way of an addendum. Neither the Corporation, its employees, nor its agents shall be responsible for any information or instructions given to the Proponent, with the exception of information or instructions provided by way of an addendum from the Purchasing Supervisor (or designate).
- 9.4 All questions or requests for clarification shall be emailed to Purchasing no later than 4:30 p.m. on November 21, 2018:

City of Cornwall – Purchasing Services

E-Mail: purchasing@cornwall.ca

Any responses made on behalf of the Corporation will be via email or through the issuance of an addendum. Enquiries received after that time, are not guaranteed a response prior to the Proposal submission deadline.

- 9.5 Prior to the deadline for submitting Proposals, the Corporation may advise the Proponents by an addendum of required changes to the RFP. Addenda issued pursuant to this RFP become part of the RFP and every Proposal will be deemed to include all such addenda.
- 9.6 Any addendum issued will be posted on the Corporation website unless otherwise indicated. It is the Proponents' responsibility to check the Corporation website for addenda.

10. Litigation/Probation/Suspension

- 10.1 In accordance with the Corporation's Procurement By-law, the Corporation may disqualify a proposal from any proponent or any other party (including any related or affiliated entities and any principal thereof) who is in unresolved litigation with the Corporation or who is currently serving a suspension. The Corporation also retains the right to cancel the award of a Contract if the Corporation becomes aware of unresolved litigation or an incomplete suspension period with the Successful Proponent after award.

11. Instructions for Completing Proposals

- 11.1 Proposals should be submitted in the manner described in this Article, and should include an index. The Proposals should be organized into two main parts, one responding to the mandatory requirements set out in the Evaluation Criteria and the other responding to the requirements for which points will be awarded. Where a proponent believes that the submission requirements will restrict it unnecessarily, it should so state in its Proposal and describe in detail its reasons for its belief. Proponents are reminded that it is their obligation to seek clarification of the requirements of the RFP prior to the Submission Deadline.
- 11.2 It is essential that the requirements addressed in the Proposal be described in a clear and concise manner. Failure of a Proponent to provide complete information as requested may result in the rejection of the Proposal.

11.3 Subject to paragraph 11.4, Proposal text must be at minimum Arial 13 font and all pages to be numbered accordingly. The proposal must not exceed 30 pages.

The Proponent shall also attach the Contractual Acknowledgement (Appendix B of this RFP) duly executed.

11.4 Résumés (to a maximum of twenty pages) must be attached to the Proposal in the form of appendices but will not count as part of the 30 pages. Any other supplemental documentation that does not respond directly to the Terms of Reference and Evaluation Criteria, such as corporate literature, must be submitted on CD, DVD or USB drive. The Corporation may determine not to consider supplemental documentation submitted on CD, DVD or USB drive in the evaluation of Proposals.

11.5 Proposals should demonstrate the Proponent's understanding of the Terms of Reference and should clearly address all of the Evaluation Criteria. Proposals should address each requirement identified as a mandatory requirement or a point rated requirement by stating the requirement followed by the Proponent's response, ensuring that the response directly and concisely addresses the requirement. The contents of a Proposal will consist of the following principal sections:

- (i) Mandatory requirements;

- (ii) Criteria subject to points rating;

- (iii) Points for Discussion, if any, as described in paragraph 11.6.

11.6 If a Proponent wishes to negotiate any of the Contract Terms, it shall include with its Proposal a page or pages clearly marked "Points for Discussion". Where a Proponent includes Points for Discussion, it shall identify the Contract term which it wishes to negotiate, state its concern/objection to the term and provide the exact replacement text. Proponents are cautioned that the nature and extent of the Points for Discussion may result in a deduction of points during evaluation.

12. Instructions for Delivery of Proposals

- 12.1 Proposals shall be delivered to the Purchasing Supervisor at Financial Services, 100 Water Street East, Suite 104, Cornwall, Ontario K6H 6G4 on or before 4:30 p.m. (local time) on **December 5, 2018** as determined by the time/date stamp clock located in the Purchasing Section. Submissions received at 4:31 p.m. or later will be deemed to be late and non-compliant and will be returned unopened.
- 12.2 The Corporation will not be responsible for any lost documents or for those documents delivered late or delivered to the wrong location.
- 12.3 **Five** copies of the Proposal should be signed and placed in a sealed envelope, with the Official Bid Document completed and attached to the outside of such envelope. Five copies of the pricing component Appendix F – Pricing Forms should be completed placed inside a separate sealed envelope with the Official Bid Document - Pricing Proposal completed and attached to the outside of such envelope. Official Bid Document - Technical Proposal and Official Bid Document - Pricing Proposal labels are located in Appendix E. The Corporation will not accept Proposals submitted or delivered in any other way. If Proposals are bound, the Corporation's preference is coil bound submissions, however, ring binding (example three ring binders) will be accepted. Upon completion of the evaluation process and award of Contract, if an award is made, all copies of the Proposal except **one** file copy will be destroyed.
- 12.4 **One** additional copy of the Proposal should be provided in digital format, either on a CD/DVD or flash drive.
- 12.5 Only the names of the Proponents shall be made public on the Corporation website after the Submission Deadline. No other information will be disclosed until an award of Contract is made, if an award is made.
- 12.6 All Proposals shall become the property of the Corporation.

13. Period of Irrevocability

13.1 Proposals are irrevocable and shall remain valid and open for acceptance by the Corporation for a period of 120 calendar days following the Submission Deadline.

14. Requests for Clarification / Supplementary Information

14.1 The Corporation may contact any one or more Proponents to request clarification of any information or material submitted as part of the Proposal, or to request supplementary information, without any obligation to contact or request the same clarification or supplementary information from any other Proponent or Proponents. Such clarification or supplementary information may be delivered either in writing or by a Proponent's attendance and oral presentation/meeting, at the Corporation's sole discretion.

14.2 Any response received by the Corporation in reply to a request for clarification or supplementary information shall, at the sole option of the Corporation, form an integral part of that Proponent's Proposal.

14.3 Requests for clarification or supplementary information shall not be considered as an acceptance of a Proposal.

15. Evaluation

15.1 Proposals will be evaluated based on a two envelope system:

Envelope 1: Stage One Mandatory Requirements and Technical Proposal

Envelope 2: Stage Two Financial Proposal

15.2 Stage One – Mandatory Requirements

For a Proposal to be eligible for evaluation for Stage Two (described below) the mandatory requirements listed below will be evaluated on a pass/fail basis.

Proposals not substantially complying with any of the mandatory requirements, in the sole opinion of the Corporation, may be rejected.

If a proposal fails to satisfy any of the mandatory requirements, the Corporation may issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. The Rectification Period will begin to run from the date and time that the Corporation issues a rectification notice to the proponent. If the proponent fails to satisfy the mandatory requirements within the Rectification Period, its proposal will be excluded from further consideration.

Mandatory requirements are:

- (i) Bid Bond
- (ii) Agreement to Bond
- (iii) Statement of Insurability (submit completed statement- Appendix D- Statement of Insurability)
- (iv) Ministry of Environment Conservation and Parks Certificates of Approval for the Collection of waste (for Solid Waste Collection only)
- (v) a current Commercial Vehicle Operator's Registration certificate (CVOR) with a minimum carrier safety rating of "Satisfactory"

15.3 Stage Two – Technical Proposal Submission

The Evaluation Committee will consider and evaluate the information submitted in the Bidding System Envelope One – "Mandatory Requirements and Technical Proposal" on the basis of the rated criteria set out below. Proposals submissions will be evaluated based on the following evaluation criteria and weightings.

Each Proposal shall demonstrate a thorough understanding of the Terms of Reference and be organized so as to follow the Evaluation Categories numbers 1 through 7 identified below. Proponents must bid on Garbage and Recycling Collection Option 1 and Option 2 and Recycling Processing Option A. Recycling Processing Option B shall be considered as a Provisional Item for consideration by the Corporation. In an event that the provisional item is not encountered

during the course of the contract, the respective item will be deleted from the Contract and shall not constitute a basis for claims for damages or anticipated profits for the amount that may be dispensed with in part or in full.

The Corporation reserves the right to choose which option best suits its current and future needs. When awarded the Proponent will be made aware which option was chosen, to properly prepare for the execution of the contract.

Specifics of each option are listed in Appendix A of this document.

The Proposal should also include the Contractual Acknowledgment (Appendix B to this RFP) confirming that the goods and/or services provided under the Terms of Reference will be delivered to the Corporation at the submitted cost and that, subject to any Points for Discussion, the Proponent agrees with, and accepts, the Contract Terms (Appendix C to this RFP).

A total of 100 points is available for the Technical Proposal submitted. Subject to any deduction for Points for Discussion, evaluation of this component of a Proposal shall be as follows:

Category	Available Points
Technical Proposal	
1. Company Capabilities and Credentials	20
2. Human Resource Requirements	25
3. Facilities/Equipment Requirements	20
4. Implementation/Operational Requirements	25
5. QA/QC/Communication/Contingency Plan	10
Available Points	100
6. Cost for: Garbage and Recycling Collection <ul style="list-style-type: none">- Option 1 (20)- Option 2 (20)	50

Recycling Processing (10)	
Total Points	150
7. Value Added Services and Innovation	5

15.4 Points Rated Evaluation:

Proponents should ensure their proposal submission response mirrors the sequence of the items listed below. Emphasis should be on completeness and clarity of content. In general, proposals should address the proponent's capabilities for satisfying the Corporation's requirements, as described in Appendix B Terms of Reference.

The proposal submission should be detailed and should address the following items:

Category 1: Company Capabilities and Credentials – 20 Points

Company Profile (5 Points):

Provide information about the proponent, including, but not limited to:

- (a) company details, officers, size, number of employees, office locations;
- (b) number of years of waste collection experience; and
- (c) evidence of the proponent's financial capacity.

Indicate if elements of the Services will be provided by subcontractors and, if so, provide company details of proposed subcontractors.

Previous Experience (15 Points):

Provide a minimum of three (3) references for municipalities to which your company has provided waste collection services for at least two (2) years and include the following information:

- (a) annual contract value, size and length;
- (b) reference contact information; and

- (c) the Corporation will take into consideration, past performance on City of Cornwall projects when evaluating submissions.

Category 2: Human Resource Requirements – 25 Points

Proposed Staff (10 Points):

- (a) Identify the senior person who will be responsible to liaise with the Municipality.
- (b) Provide information about your process for screening employees for criminal convictions.
- (c) Describe the proposed management team and provide an organization chart, detailing the principals and key staff identified below who will be involved in the performance of this contract and identifying the number of staff that will work on the contract and their roles and duties. The team should include, but not necessarily be limited to, the following staff:
- i. Senior Executive Staff
 - Name(s)
 - Experience/Professional Qualifications/Designations
 - Responsibilities
 - ii. Contract Manager/Supervisor
 - Name(s)
 - Experience/Professional Qualifications/Designations
 - Responsibilities
 - iii. Designated Fleet Manager(s), Route Supervisor(s) & Material Marketing Coordinator(s)
 - Name(s)
 - Experience/Professional Qualifications/Designations
 - Responsibilities

iv. Contract Administrative Staff

- Number of staff and Responsibilities

v. Collection Service Staff

- Approximate total number of staff, number of full-time employees, number of temporary employees, number of collection vehicle operators (drivers), number of collection staff (pitchers/throwers)
- Elaborate on all current labour contracts in place and their expiration dates.

vi. Processing Service Staff

- Approximate number of staff, number of full time employees, number of temporary employees, number of sorting staff, number of machine operators
- Elaborate on all current labour contracts in place and their expiration dates.

- (d) Attach as a separate Appendix resumes of all principals and key staff members. Total page count for all resumes may not exceed 20 pages.
- (e) Provide detailed information on staffing redundancy ie; how sick time, vacation time, and all leaves of absence shall be covered.

Health and Safety (10 Points):

- (a) Describe or provide your company's Health and Safety Policy.
- (b) Describe your plan to ensure that your company and its staff will perform the Services in a safe manner to themselves and the public.
- (c) Describe any orders/charges/violations to your company by the Ministry of Labour as the result of any contravention of the Ontario Health and Safety Act over the past five (5) years.
- (d) Describe any orders/charges/violations to your company by the Ministry of Environment Conservation and Parks over the past five (5) years.

Training Plan (5 Points):

Describe the ongoing staff training program for drivers/collection crew and outline the procedures for staff hiring/training procedures for contract start-up and implementation.

Category 3: Facilities/Equipment Requirements – 20 Points

Facilities (10 Points):

List the locations and details of each of the following facilities that are applicable to the proponent's proposal, such as:

- Administrative Office(s);
- Yard for storage of fleet
- Vehicle maintenance facility
- Alternative MRF (Applicable to Option B-Provisional)

Address the sustainability of the proposed facilities, travel/response time for vehicle maintenance and contingency plans to address collection delays and response times.

Vehicles and Equipment (10 Points):

- (a) Provide the following information regarding your fleet:
- i) Approximate total number, model year, and type of collection vehicles and their intended use (excluding spare vehicles).
 - ii) Total number of spare collection vehicles to be available to carry out the Services; indicate the model year and age of each spare vehicle as of the start of the contract.
 - iii) Number of other vehicles to be used to carry out the Services (such as pick-up trucks for Route Supervisors); list and describe any other equipment to be used to carry out the Services.

- iv) Capacity of collection vehicles for each service (expressed in cubic metres) and the approximate material density taking into account compaction, if compaction vehicles are to be used.
- v) Explain how your collection vehicles are suitable for the winter climate.
- (b) Elaborate on your proposed Fleet maintenance plan.
- (c) Provide supporting rationale/calculations to validate the number/type of vehicles proposed, and calculations to support management of seasonable tonnage increases and population growth over the term of the Contract.
- (d) Provide information regarding the type of equipment to be used within the Corporation's MRF or the Alternative MRF (Option B-Provisional) for the processing, storage, and transportation of recyclable materials.

Category 4: Implementation/Operational Requirements – 25 Points

Transition / Start-Up/ Operating Plan (15 Points):

- (a) Provide an outline of intended communications, equipment purchases (proposed vehicles), staffing hiring schedule, staff training schedules, facility siting if required and other implementation plans to ensure a smooth transition to your provision of the Services.
- (b) Provide a schedule showing dates for each task from award (approximately January 2019) to full implementation by April 1, 2019 of the Services under the Contract.
- (c) Provide a proposed operating plan describing how your company will provide the Services and include the following:
 - i. Customer Service;
 - ii. Description of how service will be provided, estimated number of routes, estimated number of trucks per routes, estimated number of trucks for each zone and estimated number of stop;
 - iii. High level maps of proposed routing of trucks (detailed route maps not required at this time); and

- iv. Proposed route maps based on the current collection schedule.

Quality Control/ Quality Assurance Plan (10 Points):

Describe the procedures and actions that your company will establish to ensure that material is collected on time, non-collectible material is left, timely notification to the Corporation of issues, consistency of proper placement of waste containers, ongoing communication to staff to ensure the Corporation's service levels and program reliability is not jeopardized.

Category 5: QA/QC/Communication/Contingency Plans – 10 Points

Communication Plan (1 Point):

Describe your intended methods of regular communication with the Corporation through-out the course of the Contract and how the Successful Proponent will keep the Corporation informed about operational matters arising, intended routing changes, other service changes, alterations and the like.

Quality Control/ Quality Assurance Plan (Point 1):

Provide an outline of how you will ensure that the Scope of Work proposed under this RFP will be performed consistently, how you will ensure adequate staff training, ongoing communication to staff, or other methods proposed to ensure that quality control is maintained.

Customer Service & Service Requests Management (5 Points):

- (a) Describe the procedures and actions that your company will establish to ensure that material is collected on time, non-collectible material is left, timely notification to the Corporation of issues, consistency of proper placement of waste containers, ongoing communication to staff to ensure the Corporation's service levels and program reliability is not jeopardized.

- (b) Explain how your company monitors performance and manages quality of service provided by your collection, supervisor, management and call centre employees
- (c) Describe procedures for communication flow and response of your Company to any issues or service requests received from the Corporation and/or to direct complaints received from a resident or business. For example: Please discuss the communication flow of an issue received by your recyclables collection driver, and also an issue received by your customer service centre.

Business Interruption Contingency Plan (3 Points):

- (a) Describe any circumstance(s) where your company has been unable to deliver any/some of the Work described in any past or current Contract arrangement (e.g. daily collection due to winter storm conditions);
- (b) Describe the contingency your company implemented in that instance if and when it occurred;
- (c) Describe your company's contingency plan for a larger scale/longer term business interruption e.g. work stoppage, fire if it were to occur during the Contract term.

Where a Proponent submits a qualified submission, a deduction of up to 10 points may be made from the points accumulated under Evaluation Criteria 1 through 5 inclusive. The number of points to be deducted will be determined at the discretion of the evaluation committee, based on the nature and extent of the Points for Discussion submitted. Where a Proponent submits no Points for Discussion, no points will be deducted.

Category 6: Cost – Points 50

A total of 50 points is assigned to the financial proposal. Each pricing option for Garbage and Recycling Collection Pricing is worth 20 points. Recycling

Processing Pricing is worth 10 points. Therefore, Option 1 will be assigned 20 points and Option 2 will also be assigned 20 points and Recycling Processing Pricing is assigned 10 points, for a total of 50 points assigned to the financial proposal.

The pricing points for each proponent will be determined based on a relative pricing formula:

“Option 1 Lowest Price” ÷ “Proponent’s Option 1 Price” x 20 = Pricing Score for Option 1

“Option 2 Lowest Price” ÷ “Proponent’s Option 2 Price” x 20 = Pricing Score for Option 2

“Recycling Processing Lowest Price” ÷ “Proponent’s Recycling Processing Price” x 10 = Pricing Score for Recycling Processing

The final pricing score will be determined by adding the points assigned to each item together to get a total out of 50.

For the purpose of the evaluation and scoring of pricing “Lowest Price” means the lowest Pricing Score (determined using the formula above) out of all the proposals which received a score of 70% or higher in Stage One.

The Escalation Factor as defined in Appendix F will not be factored into the calculation of the Proponent’s Price for the purpose of the evaluation.

Category 7: Value Added Services and Innovation - 5 Points

Proponents that are offering additional or alternative services at no additional costs should list the service(s) and elaborate on how this service will reduce costs or otherwise benefit the Corporation. For example:

- (a) Proponents may submit innovative suggestions which will reduce disposal costs to the Corporation, promote environmental stewardship, or provide increased level of service to the Corporation. This may include alternatives to

the Collection Services outlined in this RFP such as; schedule change, service delivery changes, etc. Proponents should clearly explain how any proposed innovation will benefit the Corporation.

- (b) Describe if any green fleet initiatives to be used in carrying out the work.
- (c) If alternative fuels are to be used in carrying out the work, indicate which fuel will be used.
- (d) Describe any community programs that the Proponent may consider applying to or is already a part of, to help reduce waste and litter in the community and continue to educate residents on how to properly dispose of waste such as Adopt-A-Street Cornwall, or Cornwall Spring/Fall Clean-up.

15.5 Evaluation Process

The evaluation committee will review all Proposals received and score the Proposals using a “**consensus**” approach. While the Corporation may make select the Successful Proponent solely on the basis of the Proposal, it reserves the right to meet with or interview one or more Proponents as described earlier in this RFP.

15.6 The evaluation committee intends to make a recommendation to the Corporation of a Proponent on the basis of “best overall value” to the Corporation as determined by the Proposal which passes the mandatory requirements, achieves at least the minimum score on the Technical Proposal of 70% (net any deduction for delivering Points for Discussion), and attains the highest score out of the 150 points available based on all Evaluation Criteria.

16. Corporation’s Rights

16.1 A Proponent’s submission or the Corporation’s evaluation of any Proposal does not obligate the Corporation to accept it or any Proposal or to proceed further with this RFP. The Corporation may, in its sole direction, and for any or no reason, elect not to proceed with this RFP, elect not to accept any or all Proposals, and/or cancel this RFP. The Corporation is under no obligation to

enter into a Contract where only one Proposal is received before the Submission Deadline, whether or not such Proposal has been opened or evaluated.

16.2 In addition to any other express rights of the Corporation or any other rights which may be implied in the circumstances, the Corporation reserves the right to:

- (i) accept a Proposal and award the Contract without negotiations;
- (ii) verify with a third party any information contained in a Proposal;
- (iii) check references other than those provided by a Proponent;
- (iv) adjust a Proponent's evaluation or reject a Proponent's Proposal on the basis of:
 - information provided by references;
 - information provided by a Proponent where the Corporation has exercised its right to request clarification or supplementary information;
 - misrepresentations or any other inaccurate or misleading information;
 - discuss with any Proponent and/or negotiate with any Proponent different or additional terms to those contemplated in this RFP;
 - accept the whole or any part of a Proposal or a combination of parts of a Proposal;
 - cancel this RFP at any stage and issue a new RFP for the same or similar goods and/or services.

17. Negotiation and Execution of the Contract

17.1 The award, negotiation and execution of a Contract will be made in accordance with the Corporation's Procurement of Goods or Services Policy #Flpu 07-01 and shall be subject to the approval of Council.

17.2 The Corporation will give notice to the Successful Proponent, by means of a Letter of Contract Award, that it requires the Proponent to enter negotiations with the Corporation or that it wishes to award the Contract without negotiation. Upon

receipt of a Letter of Contract Award, the Successful Proponent shall either execute the Contract prepared by the Corporation based on the Contract Terms and the Terms of Reference or, if the Proponent has submitted Points for Discussion or, subsequent to the Submission Deadline, changes have been made to the Terms of Reference, commence negotiations with the Corporation to finalize the terms of the Contract.

17.3 In carrying out negotiations:

- (i) the Proponent shall be limited in any Contract negotiations to the issues, if any, raised in the Points for Discussion and will not be permitted to raise or introduce any issues relating to the Contract Terms that were not disclosed in its Points for Discussion;
- (ii) the Corporation shall not be limited in what it may explore or negotiate, during Contract negotiations with the Successful Proponent.

Notwithstanding such negotiations, each Proposal shall remain valid and irrevocable and shall not be amended by the Proponent for the duration of the period of irrevocability.

17.4 The Corporation and the Successful Proponent agree to negotiate in good faith and to use reasonable commercial efforts to negotiate the final terms of the Contract within ten (10) business days next following the issuance of the Letter of Contract Award.

17.5 In addition to the Corporation's other rights, if the Successful Proponent fails to negotiate in good faith or the parties fail to come to an agreement on the terms of the Contract within such ten (10) day period, the Corporation may, in its sole and absolute discretion, and without in any way limiting any other recourse that it may have under this RFP or at law:

- (i) extend the ten (10) day period to negotiate the Contract; and/or,

- (ii) request the successful Proponent to resubmit some or part of the Proposal, without affecting the irrevocability of the original Proposal; and/or,
- (iii) Suspend or cancel negotiations with the successful Proponent, with or without rejecting its Proposal, and commence negotiations with another Proponent who shall be treated as though it were the successful Proponent, to attempt to finalize the terms of the Contract following the process described in this section with that other Proponent.

18. Disputes and Termination

- 18.1 In cases of dispute as to whether or not deliverables required by any contract awarded under this RFP meet the requirements of the Corporation, the parties agree to attempt to negotiate a mutually agreeable settlement prior to submitting the matter at issue to a third party mediator or arbitrator. The decision of an arbitrator, which shall be appointed by the Corporation, will be final and binding. In the event that the Corporation refers the dispute to arbitration, the Proponent agrees that it is bound to arbitrate such dispute with the Corporation. Unless the Corporation shall refer such dispute to arbitration, there shall be no arbitration of such dispute.
- 18.2 In the event the Corporation refers a dispute to arbitration, the Corporation may give notice of a dispute to one or more other Proponents who submitted Proposals, each of whom shall be a party to and shall be entitled to participate in the arbitration and each of whom shall be bound by the arbitrator's award, whether or not they participated in the arbitration.
- 18.3 In the event the Corporation refers a dispute to arbitration, the parties to the arbitration agree that they shall exchange brief statements of their respective positions on the dispute, supported by relevant documents, and submit to an arbitration hearing that shall last no longer than two days, subject to the discretion of the arbitrator to increase such time. The parties further agree that there shall be no appeal from the arbitrator's award.

18.4 Notwithstanding the above, the Corporation may terminate any contract awarded under this RFP for any reason whatsoever, by giving one hundred and twenty (120) calendar days written notice to the Successful Proponent of such intent. The Successful Proponent shall not be entitled to any monetary compensation for work done following the notification period.

18.5 Notwithstanding any other provision in any contract awarded under this RFP, at the option of the Corporation, the Contract, or any part thereof, may be terminated on twenty-four (24) hours written notice to the Successful Proponent, in the event that the Successful Proponent:

- (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 Corporation or information from the Corporation;
- (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 Corporation;
- (vii) gives or offers any gratuity to or attempts to bribe any member of Council, officer or servant of the Corporation; 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.

18.6 In the event that the Corporation terminates all or part of any contract awarded under this RFP, the Corporation may take any steps to secure the completion of the Work and any damages or extra expenditures thereby incurred may be collected from the Successful Proponent.

- 18.7 In the event the Corporation temporarily relieves the Successful Proponent of a portion of the Work, it shall in no way affect the obligations of the Successful Proponent with respect to the remainder of the Work or the same portion of the Work to be done in future.
- 18.8 In the event that the Corporation exercises their right to terminate the Contract then the Successful Proponent shall be paid for only those Work(s) performed up to the date of termination that have been pre-approved by the Corporation.
- 18.9 Any representation or warranty given by the Successful Proponent shall survive beyond termination of this contract.

19. Confidentiality

- 19.1 All information provided by or obtained from the Corporation in connection with this RFP, either before or after the issuance of the RFP, is the sole property of the Corporation and must be treated as confidential. Such information is not to be used for any purpose other than replying to this RFP. Upon conclusion of the RFP process, Proponents, if requested by the Corporation, agree to return to the Corporation all information provided by the Corporation or obtained by the Proponent within the RFP process.
- 19.2 By submitting a Proposal, Proponents acknowledge that the contents of their Proposals will be disclosed, on a confidential basis, to the evaluation committee and to the Corporation's advisors for the purpose of evaluating or participating in the evaluation of Proposals. The Corporation will use reasonable efforts to protect commercial terms and other sensitive and confidential information provided by the Proponents (the "Confidential Material"), however the Corporation accepts no liability in the event that the Confidential Material, or any part of it, is disclosed even if the Corporation, its staff or any other person associated with the Corporation may have been negligent with respect to such disclosure.

- 19.3 By submitting a proposal, Proponents agree that pricing contained in the Proposal will be disclosed to the Corporation's Council through inclusion in a report that provides recommendation for award and may be discussed at a public meeting, if Council approval is required. The report is included in the Corporation's Council agenda which is made available to the public.
- 19.4 In accordance with MFIPPA, personal information respecting Proponents and their staff is being collected under the authority of the *Municipal Act* and will be used exclusively in the evaluation process. Because of the provisions of MFIPPA, Proponents are reminded to identify in their Proposal any Confidential Material the disclosure of which could cause them injury. Proponents are cautioned not to designate their entire Proposal as Confidential Material. The Corporation will use reasonable efforts to safeguard the confidentiality of any Confidential Material identified by a Proponent but shall not be liable in any way whatsoever to any Proponent if such Confidential Material is disclosed for any reason.

20. Public Statements

- 20.1 Proponents shall not publish, issue or make any statements or news releases, electronic or otherwise, concerning their or any other Proposal, the RFP, the evaluation of Proposals, or the award of the Contract or the cancellation of the RFP, without the prior written consent of the Corporation.

21. Applicable Law

- 21.1 This RFP shall be construed in accordance with and be governed by the laws of the Province of Ontario and, subject to Article 19, each of the Proponents attorney to the exclusive jurisdiction of the Courts of Ontario.

Appendix A –Contract Conditions

Request for Proposal 18-P19

Collection, Processing, and Marketing of Recyclable Material and Collection of Curbside Waste

1.0 Duration of the Contract

This contract shall commence on April 1, 2019 and shall terminate on March, 27, 2026 with an option of one (1) or more 1 year extensions upon mutual consent of both parties. All agreed upon extensions shall be subject to CPI increases/decreases and fuel cost adjustment on the unit bid prices submitted. No other increases shall be applied.

2.0 Contract Performance

The Contractor's general duties will include but not be limited to the following:

- (1) Collect, receive, transfer, process, store, market, and arrange shipping to end markets all recyclable materials from all approved generators as specified in this contract. The receiving, processing, and storing activities must take place within the enclosed or covered portions of the Material Recovery Facility (MRF) except as otherwise permitted in writing by the Corporation.
- (2) Processing of all recyclable materials shall be in accordance with the Conditions and Specifications of this RFP
- (3) Direct and continuously supervise collection, delivery, and shipping vehicles, to and from the MRF, to safely minimize loading and unloading time and traffic delays.

- (4) Collect, transport, and dispose of all solid waste encountered at the curbside from all Corporation approved residential, industrial, commercial, and institutional (IC&I) and multi-unit residential locations at the Corporation of Cornwall Landfill Site

3.0 Equipment

3.1 Supply of Equipment

The Contractor shall be fully responsible for determining the appropriate quantity and types of vehicles required to perform 100% of the day's collection within the time period prescribed by the collection schedule as per Schedule "A". The Contractor shall supply the necessary amount of equipment and staff to collect, transport, and deliver for processing of recyclable materials placed out for curb side collection in accordance with this RFP. The Contractor shall supply the necessary amount of equipment and staff to collect, transport, and deliver for the disposal of solid waste materials placed out for curb side collection in accordance with this RFP.

All vehicles used in accordance with this Contract by the Contractor must meet Ministry of Labour and/or Ministry of Transportation safety standards, specifically the Ontario Safety Standards Certificate (SCC).

All collection vehicles must be equipped with a two way communication system (two way radios) for communication with the Contractors operations/administration facilities. All collection vehicles must also be equipped with a Geotab Pro-Plus Platform Environment, or a platform similar. The Corporation must have access to the two way communication system as well as the Geotab platform.

The Contractor will be required to supply additional Equipment if necessary, to adequately collect any increased tonnage that may result from seasonal fluctuations in waste collections, added recyclable materials, additional residential

households, multi-residential units, apartment buildings, industrial/ commercial/ institutional, and small commercial establishments within the Corporation.

The Contractor shall not cause or permit vehicles to be loaded beyond the legal limit as specified in the Highway Traffic Act or by-laws (i.e. winter and spring load restrictions), whether such vehicles are registers in the name of the Contractor or otherwise. Where in the opinion of the Corporation, equipment used by the Contractor is causing or is likely to cause damage to any private or public roadway; the Corporation may direct the Contractor at its own expense to make changes in or substitutions for such Equipment or to use alternate routes for hauls. The Contractor will be responsible for the consequences of the overload of its vehicles.

3.2 The Supply of Collection Vehicles

The Contractor shall supply all vehicles for the duration of this Contract. In the case of the use of used vehicles, the vehicle must not be older than 7 years at any time during the Term of Contract. Used and new vehicles must be repainted in the same colour as the rest of the fleet prior to the commencement of the contract. The Contractor shall provide copies of Ontario Safety Standards Certificates for all vehicles utilized to the Corporation at the Corporation's request. The Contractor shall further, during the term of the Contract, provide copies of their Ontario Safety Standards Certificates resulting from annual vehicle inspections for any and all vehicle utilized for the provision of Services under this Contract to the Corporation at the Corporation's request.

The vehicles to be used for the performance of the Work as herein described shall have fully enclosed steel bodies of sufficient capacity and strength that are mounted on an adequate truck chassis. The Corporation is seeking vehicles which will reduce time for collection, while also reducing the requirement for fossil fuels, to reduce the Corporation's environmental footprint for waste management. The Corporation has, for simplicity sake, made garbage and recycling collection fall on

the same day for each zone. The Corporation will give preference to Contractors who provide a sustainable and efficient method for collecting both streams of waste from stops at the same time. The Corporation is also seeking collection vehicles that have an attachment that can lift 60/90/95 gallon carts for both garbage and recycling. The truck should be equipped with an onboard weighting system that has the capability of weighting and recording data from all lifted carts.

Vehicles must be maintained in an exemplary fashion, including being cleaned and washed on a weekly basis. The Contractor will be responsible for maintenance, repairs, and all operating costs of the equipment supplied, including fuel, licensing, insurance, washing, and storage. The Contractor shall produce certificates of inspection by authorized Inspectors of the Ministry of Transportation for all used vehicles at the start of the Contract and throughout the Contract upon being requested to do so, the inspection being made forthwith upon request by the Supervisor. All expenses incurred to perform these inspections and/or meet the requirements of these inspections, shall be borne by the Contractor.

All vehicles supplied under the Contract shall meet the provisions of the Canada Motor Vehicle Safety Act and the Regulations made hereunder, be licensed by the MTO and meet all applicable safety regulations.

All equipment shall be equipped with all mandated and/or legislated safety equipment. All collection vehicles shall be equipped with a revolving yellow caution light mounted on the rear of the vehicle and a back up warning device (at a minimum). The Contractor shall continually maintain and update the collection equipment to meet the required safety standards throughout the life of this Contract.

Vehicles shall be properly constructed and maintained to eliminate the depositing of waste or liquids onto the streets during the performance of the Work, and in the case of collection vehicles, avoid mixing garbage, organic, and Recyclable Materials.

It is the Contractor's responsibility to immediately clean up any debris or liquid which falls from the vehicle onto the street during collection. This includes waste, broken glass particles, or hydraulic oil, and may require that the street or property be washed, flushed, or otherwise restored to the satisfaction of the Supervisor and as applicable in accordance with Section 16.0 Spillage. Each vehicle shall carry hand tools (brush and shovels) to facilitate the sweeping up of any waste which may be spilled. Failure to clean up any material that is spilled will result in fines as outlined in Appendix C.

Each vehicle shall carry safety equipment including, but not limited to, a spill kit, fire extinguisher, and a first aid kit.

The Contractor shall promptly repair all body damage such as scratches and dents to the satisfaction of the Supervisor. Paintable surfaces of all collection vehicles shall be painted prior to the commencement of the Contract.

At the expense of the Contractor, the name and telephone number of the Contractor must be visibly displayed on all vehicles and each vehicle must be numbered in such a manner so that the Corporation's scale operators can easily identify the vehicles.

The Contractor will maintain a number of spare collection vehicles as may be specified by the Supervisor from time to time for use in the event of vehicle breakdown. Spare vehicles may not be older than 10 years at any time during the Term of Contract. Prior to commencement of the Work, the Contractor will provide the Supervisor with documentation showing that the spare vehicles have been maintained to a standard satisfactory to the Supervisor.

The Corporation is seeking proposals that incorporate strategies to reduce fuel consumption and Greenhouse Gas (GHG) emissions. Such strategies can include, but not limited to, use of alternative fuels (e.g. biodiesel, compressed natural gas) and alternative technologies (eg. Hydraulic hybrid assist systems). Any carbon offset benefits will remain with the Contractor. Preference will be given to

Contractors who incorporate innovative solutions to mitigate the impact of rising fuel prices and assist the Corporation in the reduction of GHG emissions.

3.3 Global Position Satellite (GPS)- Automated Vehicle Locator (AVL) System Minimum Specifications for Waste Collection Vehicles

The Corporation will require AVL technology in this contract on all solid waste and recycling collection vehicles and related equipment. Preference will be given to proposal that incorporates Geotab Pro-Plus Platform for active tracking or equivalent. The Contractor is also required to use the auxiliary cables on the systems to create a tracking system, wherein the driver can indicate one of four options using onboard systems, possible options include:

- Waste Collected,
- Recycling Collected,
- Recycling not out or contaminated,
- Waste not out/ Waste not accepted.

The Contractor must provide to the Corporation full unlimited access in real time. The Corporation will be using the technology for quality assurance and contract administration as per specifications in Schedule “F” as well as by-law enforcement for residential system use.

3.4 Maintenance of Equipment

All equipment used in the execution of the Contract shall be mechanically sound. Where, in the opinion of the Supervisor, conditions are not suitable or safe for the use of certain equipment or vehicles, the Contractor shall, upon Notice by the Corporation, carry out the Work without the use of such Equipment, and no allowance will be made to the Contractor as a result of such restriction.

Any equipment and machinery used in conducting the Work required by the Contract shall be subject to the approval of the Corporation, but approval or failure

to approve same shall not relieve the Contractor from responsibility for the proper performance of the Contract, or liability under same.

3.5 Advertising and Information on Trucks

No sales advertising shall be carried on the collection vehicles except the name of the Contractor which must be affixed upon all collection vehicles.

The Contractor shall stencil the Certificate of Approval number issued by the Ministry of Environment Conservation and Parks on all collection vehicles.

The Corporation also requires permanently affixed signs/graphics proclaiming messages of public interest related to waste management, as approved by the supervisor, or promote any aspect of any program being carried on by the Corporation. Brackets allowing temporary signage to be affixed and changed as deemed necessary by the Corporation will be required. Such costs for advertising and print are to be borne by the Corporation and implementation is to be arranged cooperatively by the Corporation and the Contractor.

3.6 Addition of New Equipment

Should the Contractor be required to purchase new equipment during the Contract it shall meet all requirements as is listed in this document.

3.7 Commercial Vehicle Operator's Registration (CVOR)

The Contractor **must** provide the Corporation with a current Level 2 C.V.O.R. Abstract. Only Contractors with acceptable Safety Ratings will be considered.

The Contractor shall provide to Supervisor a copy of the Contractor's Holder's Abstract on each April 1 and October 1 (or the first Working Day thereafter) during the Term.

The search date recorded on any CVOR Holder's Abstract shall not exceed thirty (30) days from the date that it is provided to the Supervisor.

The Contractor shall maintain its rating equivalent to or better than “Satisfactory” at all times during the term of the Contract. If at any time, the Contractor holds a CVOR rating of less than “Satisfactory”, the Contractor shall advise immediately the Designated Municipal Official. For greater certainty, the Contractor shall immediately advise the Supervisor upon receiving a Level 2 CVOR Abstract rating of “Conditional” or “Unsatisfactory” under the Ministry of Transportation’s Carrier Safety Rating Program;

A Contractor that has been downgraded to an unacceptable CVOR record status, shall only be permitted to operate their vehicles if all of the following conditions are satisfied:

- a) Within ten (10) days of receiving the rating, the Contractor shall produce a plan confirming that drivers and vehicles safety programs are in place to ensure full compliance with the Highway Traffic Act and National Safety Code, which shall be approved by the Supervisor; and
- b) The Contractor has achieved a Satisfactory, Satisfactory Unaudited or Excellent Safety Rating under the Ministry of Transportation’s Carrier Safety Rating within eighteen (18) months of the date the plan referred to in Clause 3.7a) is submitted to the Ministry of Transportation or in the sole opinion of the Corporation, show improvement in the Carrier’s Safety Rating over the term of the Contract by reducing the Carrier’s accidents, detentions and convictions.

Where a Contractor fails to achieve the Performance Criteria outlined above the Corporation, may at its sole discretion, apply liquidated damages or cancel the Contract and the Contractor forfeits their performance security due to non-performance.

It shall be the Contractor's responsibility to monitor hours of work for compliance with CVOR and Ministry of Labour Regulations, in addition to any other Applicable Laws.

4.0 Level of Service Collection-Recycling, and other Solid Waste

The Contractor shall complete 100% of each day's collection. If materials are missed, the Contractor shall be required to return to collect those materials. Failure to return for a missed collection as directed will be subject to penalty as outlined in Appendix C- Contract Terms.

If the Contractor fails to complete 100% of each day's collection for more than two (2) days of a collection period (one month), the invoice payments will be reduced by 20% at the Corporation's prerogative, payment shall be reduced as specified within the individual sections as indicated within this contract.

Subject to the following, the Contractor shall be deemed to have failed to complete 100% of a day's collection if any of the following occurs:

- a) The Contractor misses two or more stops and does not return to collect them on the day they were missed;
- b) The Contractor fails to return to collect a container on the day that they were directed to do so by the Supervisor or;
- c) The Supervisor determines that the Contractor has missed parts of the route, or specified collection stops, or has failed to adequately conduct collection operations according to the specifications of this RFP to the 100% satisfaction of the Supervisor.

The Contractor shall not be deemed to have failed to complete 100% of a day's collection be reason only that:

- a) They missed late set outs and were not directed by the Supervisor to return to collect them;

- b) The Supervisor directed the Contractor to miss all or part of a day's collection, or;
- c) The Supervisor has determined that the Contractor shall miss all or part of a day's collection for reasons beyond their control.

If the Contractor encounters an impassable obstruction for any reason including without limitation, utilities, or other contractors working on the street, they shall notify the Corporation immediately and shall return at least twice that day and once the next day to attempt to collect the recyclable material or regular curbside solid waste. The following are not construed to be impassable obstructions: cars parked on the street, snow banks, ditches, and other natural occurring and/or temporary obstructions and all solid waste must be removed by the Contractor by the end of the business day.

Should any street be partially obstructed, impassable or hazardous for the collections due to construction or otherwise, the Supervisor may determine an alternative location from which the collection may be made temporarily. The Supervisor shall be the sole judge as to whether or not the Contractor shall make his normal collection on such streets.

4.1 Quality of Service

- a) The Contractor shall provide the Work in complete accordance with all of its obligations contained in this Contract.
- b) In providing the Work, the Contractor shall:
 - (i) provide the Work in accordance with Good Industry Practice;
 - (ii) adopt and use such quality control process as may be set out in its Operational Plan; and
 - (iii) ensure that any goods, equipment, materials, facilities, and workmanship employed or supplied in undertaking the Work are

consistent with the requirements of this Contract and are otherwise appropriate to the Work being performed.

- (iv) The Contractor shall not assume any responsibilities outside of this Contract that either conflict with the obligations under this Agreement or may in any way prevent or limit the Contractor from performing its obligations hereunder.

5.0 Advertising and Promotion Program

The Corporation shall work with the Contractor regarding promotion and advertising associated with the ongoing operation of collection of solid waste and recycling items as defined in this contract.

Advertisements and notifications to City residents regarding the statutory holidays no collections, etc. along with any changes in the method of pickup, or hours of pickup, will be handled by the Corporation at their cost.

Should the Contractor require immediate notice to go out to the public regarding late collection, truck breakdown, etc., the Contractor shall contact the Supervisor immediately and allow the Supervisor to determine how the Corporation shall notify the residents and/or businesses.

5.1 Waste Collection Calendars

The Corporation shall at its own cost, provide households and multi-residential buildings with an online calendar each year which will include dates and important information regarding waste collection. Each year the Contractor is to send any expected changes to collection (holidays etc.) to the Supervisor by November 1st each year in order to be implemented on the new calendar for the following collection year.

6.0 Collection Routes- Recycling and other Solid Waste

At the start of the contract, the Contractor shall review the current daily routing schedule (# of trucks, hours of operation, existing routes) and advise the Supervisor, within four weeks, of any proposed changes. The Contractor shall provide the Corporation with a drawing which shall depict daily routes followed by collection vehicles. The drawing shall be accompanied by the truck number and the collection truck driver and pitcher for each collection type on that route. Once approved by the Supervisor, the Contractor shall adhere to this routing schedule. This schedule may be revised by the Contractor from time to time, subject to the approval of the Corporation. Advertising of any route changes requested by the Contractor shall be the responsibility of the Contractor.

A map of the current collection areas is included in Schedule "A" and indicates thereon the location of the disposal site, together with the areas and the days upon which solid waste and recycling collections are currently carried out. These zones and the days on which the material is collected are not to be changed by the Contractor. The Contractor will note that all streets, lanes, or other public thoroughfares or along which collections are carried out, are not necessarily shown on such a drawing. The drawing is provided only to indicate to the Contractors the extent of the zones for collection and what day they are to be collected. **These areas are the final collection zones and days for collection during this contract.**

The Corporation reserves the right to alter collection areas, days, or routes at any time during the term of this contract. All advertising associated with any collection route change implemented by the Corporation shall be the full responsibility of the Corporation.

7.0 New Collections

From time to time throughout the Contract, residential, multi-residential or IC&I stops will be added to the tax roll for solid waste and recycling collections. The

Contractor shall collect solid waste items and recycling materials from new stops provided that where new streets or subdivisions are built the Supervisor notifies the Contractor that the new stops are added to the Contractor's collection routes. Notification for new stops will all be provided 24 hours in advance of collection for that specific zone. Additional payment will be made for any increase in the number of stops from which material is collected. The Contractor shall apply any increase to the number of stops on the following invoice.

8.0 Price Escalation

The Contract Price shall apply without adjustment under this provision from the Commencement Date and thereafter, shall be reviewed for the first time on the second year of the Contract (January 1, 2020) and again on each subsequent January 1. On each such date, the unit prices for the Services shall be adjusted based on the Ontario Consumer Price Index – all Items (CPI) as published by Statistics Canada for the previous twelve (12) months.

9.0 Hours of Collection- Recycling and Curbside Solid Waste

The Hours of collection are restricted from no sooner than 7:00 am daily until closing of the Landfill Site at 4:30 pm. Hours of the Landfill Site Operation is subject to change at any time. Should the landfill operator or scale house attendant be required to stay any longer then the hours listed the Contractor will reimburse the Corporation for the additional hours charged to the Corporation to accept waste after hours. Householders have been instructed to place their solid waste and recycling at the curbside after 7:00 pm the night previous to, and before 7:00 am on the day of collection.

9.1 Hours of Collection- Special Collection Zone- BIA

Collection for the Business Improvement Areas shall occur between 9:30 am and 11:00 am on Mondays and Fridays for Garbage and 9:30 am and 11:00 am on Wednesdays for Recycling. Business owners and residents living above these

locations are aware their waste must be set out in the appropriate containers between 7:00 am and 9:30 am on the day of collection. This areas collection is time sensitive, therefore all items must be collected prior to the start of a “business day”. Trucks will not have to return for late set outs in this area.

10.0 Statutory Holidays

Unless otherwise mutually agreed upon by the Corporation and the Contractor, collection of solid waste and recycling materials from residential routes or locations shall not take place on the below indicated statutory holidays. **Collection for all locations** which would normally take place during a week with a statutory holiday would be moved forward one day. For example if a statutory holiday occurred on a Wednesday, then Wednesday’s collection would be on Thursday; Thursday’s collection would be moved to Friday; and Friday’s collection would occur on Saturday.

Statutory Holidays:

New Years Day	Victoria Day	Christmas Day
Family Day	Canada Day	Labour Day
Good Friday	Civic Holiday	Thanksgiving Day

The Contractor shall bear, at his own expense, such additional overtime rates for extra forces and provisions as may be required to provide the same frequency of collection during weeks in which statutory holidays occur.

Any new statutory holidays introduced during the Contract period will also be addressed in a similar manner to that outlined in this Section.

11.0 Contractors Office

The Contractor shall maintain an office and telephone (with a local number) located within the City of Cornwall manned at all times during the term of the

contract and such office will be staffed during all normal working hours as specified.

The Contractor shall provide the Supervisor with the address and telephone number(s) of the Contractor's supervisor or representative. The representative will be available within reasonable notice twenty-four hours per day, seven days a weeks on matters relating to the contract, and the representative shall have the overall responsibility for the contract and will work with the Corporation cooperatively to resolve problems.

The Contractor for recycling processing shall have access to one office for their lead hand/recycling processing supervisor at the Recycling Collection Facility, if required. This office is located on the recycling tipping face floor, directly next to the employee break room. No other office locations are available on site within the recycling facility. With the approval of the Corporation the Contractor may provide portables for office space on-site at their own cost.

The Contractor may not utilize the buildings, equipment, and grounds owned by the Corporation for any function other than for the purpose of conducting municipal related recycling and/or curbside solid waste collection as specified within the Terms of Reference of this document.

The Contractor shall have on duty, on all collection days, a qualified supervisor with access to a telephone or two-way radio system so as to ensure a courteous, prompt and efficient service for handling complaints. The Contractor shall have access to a vehicle capable of collecting items which have not been picked up by the Contractor and which in the opinion of the Supervisor, are the responsibility of the Contractor. The Contractor shall be accessible at all times by the Corporation, including by email. The Contractor's Supervisor shall be accessible by cellular phone during working hours.

The Contractor shall advertise a telephone number for waste management services with respect to this contract on all collection vehicles. The Contractor

shall be responsible to maintain this specific telephone line for the duration of the contract and have it answered by a competent, conscientious, courteous employee who would be in a position of authority to respond to customer concerns in a timely fashion. The employee shall be familiar with the location of all City streets and have knowledge with respect to the location of prominent facilities and establishments within the Corporation.

All complaints received by the Corporation and the Contractor shall be entered into a service request tracking system which the Contractor will have access to. Upon receiving service requests both the Corporation and the Contractor will enter the requests into the Service Request software and update those requests which have been resolved with detailed comments. The service request tracking system use is mandatory for all service requests as the Corporation will use this information to inform its educational and promotional campaigns, as well as target areas of improvement or areas of concern. The Corporation is currently in the process of building its own service request system. The Corporation will provide the Contractor with access to this software, once it becomes available. Should there be a delay in the launch of this software or it be down for servicing throughout the contract, the Contractor shall send all service requests directly to the Corporation's Waste Management division email, so they can be entered at a later date. All inquiries and complaints shall be recorded using the service request tracking system within 24 hours of them being received.

12.0 Personnel

12.1 Employees

The Contractor shall ensure all drivers possess a valid Ontario driver's licence to operate the collection equipment.

The Contractor shall furnish the Corporation with a list showing the names of all persons who will perform Services under this Contract. The Contractor shall also provide the Driver's Abstracts of all employees who will have access to or operate

any of the vehicles or equipment. This information shall be updated twice annually and upon and change in employees, including vacation coverage. The Corporation may refuse a particular person admission to its premises.

12.2 Conduct and Appearance

In the event that any person employed by the Contractor in connection with the work arising out of this contract gives, in the opinion of the Supervisor, just cause for complaint or participates in a prohibited act, the Contractor upon notification by the Corporation in writing, shall not permit such person to continue in any future work arising out of this contract, or any other contract with the Corporation, by the Contractor.

The Contractor's personnel shall be required to be neat, polite, courteous, professional, and not under the influence of drugs, marijuana, or alcohol at all times sober and shall perform their duties in a manner which shall present a high level of public comportment for the Contractor and the Corporation.

There will be a zero tolerance policy for the use of abusive language or conduct by either personnel employed by the Contractor, or by a subcontractor to the Contractor during the execution of this contract in accordance with the Corporation's "Harassment in the Workplace" Policy # HR 4.02.10. Any violations to this clause shall constitute sufficient grounds for dismissal.

The Contractor will remove any employee contravening this Section, or soliciting any gratuity for Services done under this Contract, from the job.

The Contractor shall provide distinctive work uniforms for their personnel and require them to be maintained and worn at all times during working hours. The uniforms shall include safety footwear, reflective vests and gloves. Employees must maintain and wear such apparel with a high degree of cleanliness at all times when engaged in service to the public. Uniforms shall be approved by the Supervisor.

12.3 Safety Equipment and Training

The Contractor shall ensure that all employees wear appropriate safety equipment including, but not limited to, CSA approved steel-toed boots/shoes, CSA approved blaze orange safety vest/jacket/coveralls/t-shirt with reflective striping, puncture proof/resistant gloves, ear plugs, dust masks, and safety glasses during collection and processing activities, as required. Hard hats must also be made available to the employees for emptying carts and unloading vehicles at designated facilities.

The Contractor shall provide a full training program to the satisfaction of the Supervisor that will include health and safety, training on how to properly and safely handle and sort recyclable material, emergency response measures, WHMIS, all safety training related to the operation of vehicles, etc. Upon request, the Contractor shall submit its training plan to the Corporation for review.

Additional safety or training requirements introduced by the Corporation are to be provided at the Contractor's cost, and shall be implemented within a suitable time period to the satisfaction of the Supervisor.

The Contractor shall provide training for all employees. The Contractor shall employ only well trained and skillful workers.

Once a year the Corporation will hold a training session for new employees that have recently been employed by the Contractor. This training session will be a short review of the Corporation's current waste management by-laws and what is and what is not accepted at the curb.

The Contractor shall take all reasonable precautions to prevent damage, injury, or loss at the MRF and/or transfer station and to establish, maintain, and enforce safety procedures for the protection of all workers and other persons at the MRF and/or transfer station.

12.4 Sub-Contractors

The Contractor shall keep the work under their personal control and shall not assign, transfer, or sublet any portion without first obtaining the consent of the Corporation.

The consent of the Corporation of any such assignment, transfer or subletting shall not, however, relieve the Contractor of any responsibility for the proper commencement, execution, and completion of work according to the terms of the Contract, and the Contractor, shall either in person or through an accredited agent receive all notices, communications, orders, instructions, or legal service, as if their were performing the work with their own plant and their own workers.

Any additional insurance costs associated with the use of any subcontractors, shall be the sole responsibility of the successful Contractor.

Notwithstanding the provision of the foregoing, the Successful Contractor agrees to preserve and protect the right of the Corporation of the City of Cornwall under this Contract with respect to any work preformed under Subcontract.

The Successful Contractor shall:

- i) Require his subcontractors to perform their work in accordance with and subject to the same terms and conditions of the Contract Documents;
- ii) Be fully responsible to the Corporation of the City of Cornwall for acts and omission of the Subcontractors and of persons directly and indirectly employed by the Subcontractors;
- iii) Be entirely responsible for binding the Subcontractors to them in a like manner to that in which the Contractor is bound by the Contract to the Corporation.
- iv) Shall be responsible to obtain same and/or comparable insurance coverage and WSIB clearance.

All orders given, in respect to the execution of any part of the Contract, whether executed by the sub-contractors or not, will be given to the Successful Contractor who shall be entirely responsible for the compliance of the subcontractors therein.

Nothing contained in the Contract documents shall create any contractual relationships between any subcontractors and the Corporation of the City of Cornwall.

The Corporation reserves the right to approve any subcontractor suggested by the Contractor.

13.0 Labour Disputes

The Contractor shall bear the risk and responsibility of any loss, damage, or expenses to the work or to him/herself of any nature and kind whatsoever, arising from strikes or labour disputes whether the strikes are related to the Contractor's own labour force, the Corporation's own labour force, or any other labour force which may affect the operation of this contract. It is understood that the Contractor shall be entirely responsible to ensure that the operation of the solid waste recycling service, curbside solid waste collection service and all other services specified in this contract in the City of Cornwall are carried out according to specifications, notwithstanding any labour dispute whatsoever and it shall do so at no cost whatsoever to the Corporation.

14.0 Regulations and By-Laws

14.1 Federal, Provincial, and Local Laws

- a) The by-laws of the Corporation which relate to solid waste and waste collection are included with these specifications. The Contractor shall familiarize him/herself with these by-laws. The Corporation will not consider any appeals for extra payment because the Contractor is unfamiliar with the by-laws and any subsequent changes.

- b) Federal, Provincial, and local laws and regulations now or hereinafter enacted shall become a part of the contract and must be complied with in the performance of all portions of the work.
- c) The Contractor is assumed to be familiar with all such laws and regulations which in any manner affect those engaged or employed in the work, facilities, or equipment used in the proposed work and no claim of misunderstanding will be considered on account of ignorance.
- d) The Contractor must arrange their operation so as to conform to the City of Cornwall's Noise By-law and Amendments. See Schedule "E".
- e) For the purpose of this contract, the Contractor is known as the "operator" in regard to Commercial Vehicle Operator Registration (C.V.O.R) Legislation as defined in the Highway Traffic Act.
- f) If the Contractor shall discover any provision in the specifications or contract which is contrary to, or inconsistent with any laws or regulations, they shall forthwith report to the Supervisor in writing a minimum of 3 days prior to the closing of this Request for Proposal.

14.2 Permits and Licences

- a) The Contractor and all vehicle drivers employed by the Contractor shall hold a valid driver's licence or permit for the vehicle in which they are engaged to drive or operate and must have it on their person at all times when operating a vehicle under this contract.
- b) The Contractor shall be required to operate and maintain vehicles in accordance with the current and project standards of the Ministry of Transportation.
- c) Documented evidence must be filed with the Purchasing Services of the City of Cornwall indicating the necessary permits, insurances, and licenses are valid and current on an ongoing basis to ensure that all records held by

the Corporation are up to date. These documents will become part of the contract entered into between the Corporation and the Contractor.

15.0 Damage to Property

Any damage caused by the leakage of fluid from any of the collection vehicles or any vehicle used by the Contractor in carrying out their duties, shall be corrected by the Contractor at their sole expense. In the case of damage to the roadway, curbs, sewers, private property, etc., the Contractor shall be held solely responsible for the payment in full to the appropriate body (i.e. Municipality, Province, resident, landowner etc.) for resulting damages.

In carrying out the contract from its commencement, the Contractor shall ensure that no injury or damage is caused to any adjacent property, public, or private, or to any sidewalks, roadways, curbs, gutters, drainage, structures, hydrants, boulevards, trees, shrubs, structures, or other works or things and excepts as otherwise provided in the contract. If injury or damage is done, the Contractor shall make good the same at their own expense in a manner satisfactory to the Corporation.

16.0 Spillage

Any spillage of solid waste or associated residue resulting from the operation of the recycling or curbside solid waste collection program shall be cleaned immediately at the Contractor's expense in a manner satisfactory to the Corporation. As such, brooms and shovels or equivalent equipment must be available for use on every collection vehicle, at all times. All spillage from the Contractors vehicles including from liquid reservoirs shall be cleaned at the Contractors expense, ie: absorbent material applied, followed by street sweeping of the affected area.

The Contractor shall provide the Corporation with a copy of their own Spill Containment Policy no later than thirty (30) days prior to the start of the work.

Any and all hydraulic oil spills, or other hazardous waste spills must be reported to the Contractor's office and the Corporation Representative immediately.

As soon as a spill starts, the vehicle must cease operations and the Contractor's staff must contain and clean up the spill in accordance with the Contractor's approved spills procedure (provided in the Spill Containment Policy).

If necessary, at the Supervisor's discretion, a power wash and/or corrective blacktopping will be applied at the Contractor's expense.

In the case of solid waste materials, the collector shall be required to pick up individual items that may have blown or spilled out of the waste collection containers within a two (2) meter radius of the containers during collection only, should the waste already be blown or spilled upon arrival the Contractor shall only collect what material is set out neatly and properly. It is the residents' responsibility to clean up improperly set out waste or waste which has been picked through by scavengers or pests.

17.0 Waste Reduction / Long Term Resource Management Strategy

The Corporation has embarked on a progressive waste reduction strategy in an effort to conserve the life of the landfill and meet or exceed the objective established by the Province of Ontario. As such, the Corporation has implemented and will continue to implement voluntary and mandatory initiatives to reduce the amount of waste generated and disposed via the landfill site. The Contractor will not be compensated for any loss of anticipated revenues resulting from any diversionary measure or initiative implemented by the Corporation over the term of this contract. Additionally, the Contractor will cooperate and comply with any waste reduction, reuse, or recycle initiative implemented by the Corporation, whether voluntary or mandatory in nature, during the terms of this contract. It is strongly recommended that bidders read (at minimum) the executive Summary of the Solid Waste Management Master Plan see Schedule "D".

As previously mentioned, the Corporation has embarked on a waste reduction program in an effort to meet and/ or exceed the objective established by the Province of Ontario. To that effect, Council approved the implementation of the Corporation's Waste Reduction Strategy. As part of the strategy, waste items having a viable disposal alternative have been banned from disposal via curbside. To date, the following waste items have been banned:

- a) Old corrugated cardboard (OCC)
- b) Recyclable materials
- c) Scrap tires
- d) Scrap household appliances (white goods)
- e) Leaf and yard waste (only during yard waste collection)
- f) Uncontaminated waste wood
- g) Scrap metal
- h) Construction material
- i) Shingles
- j) Electronics
- k) Mattresses
- l) Hazardous Waste

Enforcement of the Strategies recommendations is currently conducted by inspection of incoming loads of waste. Loads of wastes which are deemed to have exceeded established upset limits of restricted materials are subject to surcharges. For further information with regard to the Strategy enforcement policy, Proponent should review the Solid Waste By-law and Amendments in Schedule "B" and the Landfill Restriction of Recyclable Solid Waste Items Policy and Procedure Manual in Schedule "C". The Contractor shall be aware that all vehicles

and staff associated with this contract shall be subject to these policies, procedures, and surcharges.

As new markets and/or technologies are developed throughout the term of this contract, the Corporation shall continue to encourage waste reduction, reuse, and recycling, and may implement additional restrictions of designated waste provided a viable alternative exists. Such a restriction may not only affect the IC&I sector, but may also affect the residential sector as well.

Implementation of additional disposal bans or other voluntary type initiatives could increase or decrease anticipated volumes/tonnages to be collected or processed by the Contractor. The Contractor shall not seek compensation from the Corporation for any loss of revenues anticipated due to implementation of voluntary or mandatory waste reduction initiatives during the term of this contract. Additionally, the Contractor shall cooperate and comply with any initiative designed to reduce waste volumes/tonnages disposed at the Corporation's Landfill Site.

As part of any new waste reduction initiative by the Corporation, which may affect the curbside solid waste collection service or residential and/or IC&I generated recyclable materials, the Contractor shall ensure the cooperation of collection staff in the implementation phase, ie: insertion of helpful hints cards or attachment of "how to" decals, etc., which would provide the householder or operator with information regarding the new initiative, or how to properly participate in a new initiative.

18.0 Competition with Private Enterprise

All bidders shall be aware that the collection and processing of waste materials is available to residential and/or IC&I sources by local non-profit and/or private enterprise organizations. These companies have a firmly established clientele and continue to attract many customers as material sales revenues increase. The Contractor shall not seek compensation from the Corporation for any loss of

projected revenues resulting from materials being collected or obtained legally, illegally, by scavengers and/or by private companies.

The Corporation recognizes that the Contractor has or may wish to enter into private contracts outside the scope of this contract. The Contractor shall not engage in private contracts if:

1. The private contracts compromise the Corporation's mandate or conflicts with the obligation of the Contractor hereunder;
2. Materials received via private contractors may potentially contaminate the Corporation's materials;
3. The Contractor delivers to the Corporation only the low/negative revenue material.

19.0 Curbside Solid Waste Collection Service- Fluctuation in Household/Number of Stops

All bidders shall be aware that the number of stops, from which recycling, and other solid waste materials will be collected from may change annually. The Contractor shall not seek compensation from the Corporation for any loss of households.

The Contractor shall collect solid waste items and recycling materials from new stops provided that where new streets or subdivisions are built the Supervisor notifies the Contractor that the new stops are added to the Contractor's collection routes. Additional payment will be made for any increase in the number of stops from which material is collected. The Contractor shall apply any increase to the number stops on the following invoice.

With regards to the addition of multi-residential stops or IC&I stops to routes, the same procedure as outlined above will follow. The Contractor will receive additional funds at the bid rate for any new multi-residential or IC&I stop added to their route.

The additional fee for any newly added residential stops, multi-residential stops, or IC&I stops shall be added by the Contractor on their bi-weekly invoices, once the collection at that location begins. Should the Contractor's collectors come across any new waste placed out for collection, and they have not received direction to collect it from the Waste Management Supervisor, the collector will notify their supervisor who will then contact the Corporation. The Corporation will determine if the waste qualifies for collection and notify the Contractor. Should the Contractor collect any waste not approved by the Corporation, the Contractor will not be reimbursed and could be subject to penalties outlined in Appendix C.

20.0 Extended Producer Responsibility Initiatives

The Contractor shall not seek compensation from the Corporation for any loss of projected revenues resulting from the initiation and implementation of any extended producer responsibility initiatives, other than what is listed in Appendix F. This fee should encompass all fees associated with the loss of projected revenues from the termination of the agreement, and is non-negotiable once submitted.

Contractors, by making a submission in Appendix F, acknowledge that Ontario Municipalities are subject to the Waste Free Ontario Act, (WFOA) and Provincial Blue Box Program Plan (BBPP) and other legislation which is outside the control of the Corporation. Repeal, replacement or amendment of legislation may change the operation of any Contract awarded under this RFP sufficiently to, in the sole discretion of the Corporation, require cancellation or reassignment of the Contract or any part therein prior to the scheduled end of the Contract Term.

The Contractor shall identify the cost of early termination of the Contract, in Appendix F should the Corporation deem it necessary. It is anticipated that said costs would reflect the stranded capital cost that may be incurred by the Contractor in the event of early termination of the Contract plus any penalties that may be incurred by the Contractor based on early termination of any subcontract

that it has entered into in order to provide services to the Corporation under this RFP. Costs would be pro-rated to the closest month end for termination at any date other than the anniversary of the Contract Commencement Date.

Note the contractor may be asked to continue to collect garbage should they exit the recycling and/or processing agreement with the Corporation.

21.0 Quantities and Measurement of Quantities

All quantities set out in Appendix F of this RFP are approximate and are for the sole purpose of indicating to Contractors the general magnitude of the Work and shall be used for the comparison of proposals upon which the award of the Contract will be made. The Corporation expressly disclaims any liability whatsoever arising from reliance or non-reliance on the data provided.

The Contractor will be paid based on a per stop rate, calculated by the amount of stops listed on the tax roll that will receive collection for garbage and recycling. This rate applies to all materials or items as described in the specifications of this contract.

Measurements and quantities of Recyclable Materials processed will be for the purposes of payment be based on shipped weights of the Corporation's Recyclable Materials as determined by weights provided by the Corporation's weigh scales.

The Corporation reserves the right to increase or reduce the quantities including frequency of collection or to suspend or delete any item or portion of the Work at any time. The Contractor shall not be entitled to any compensation, including compensation for the loss of profit as a result of the deletion or addition of any item or part of an item from the Contract.

The Corporation reserves the right to determine if, how, when, and where any element of the waste stream will be added to or deleted from any of the waste management programs for both collection and processing. Any such addition or

deletion shall not affect any unit price as set out in this Contract. The Corporation shall reserve the right to increase, decrease, or substitute materials sorted and processed as end markets change or energy. Any such addition or deletion in the number of individual material sorts required shall be in accordance with the Contract Price as set out in this Contract.

22.0 Salvage

Neither the Contractor nor their employees shall salvage any material, article, or thing from the solid waste or recyclable material placed out for collection, or during the loading or transportation of such material, or after it is deposited at the Landfill Site or other approved location. All recyclable material set out for collection becomes the property of the City of Cornwall. Neither the Contractor nor the Contractor's workforce shall be permitted or entitled to salvage, claim, or possess any recyclable materials unless authorized to do so by the Supervisor, if they do so without permission from the Corporation that shall be subject to the penalties outlined in Appendix C.

23.0 Weather Conditions

In order to provide ratepayers with exceptional service at all time including during winter conditions (i.e. when snow removal operations occur and roadside snow banks develop), the Contractor, although aware of the Solid Waste By-law and amendments statutes, shall use reasonable collection judgement with regard to the set out manner of solid waste placed at the curb by the householder and shall collect all curbside waste set out with the exception of where it is unsafe to do so (i.e. slippery conditions) and only leave at the curb what cannot be safely collected. The Supervisor shall be the sole judge with regard to the reasonable curbside collection set out location.

1.0 Solid Waste Collection- Garbage

1.1 Scope of Work – Solid Waste Collection- Garbage

The following specifications outline the responsibilities of the Contractor associated with the collection of curbside solid waste under Option 1 and Option 2. This portion of the overall contract is for the collection of solid waste for the Corporation in accordance with the specifications, instructions, and regulations attached hereto, and the transporting to and disposal of same at the Waste Disposal Site, maintained by the Corporation or other approved site as may be specified by the Supervisor. The Contractor shall be required to provide all his own expenses, all and every kind of labour, vehicles, tools, equipment, articles, and things necessary for the due execution of work set out or referred to in the specifications.

1.2 Unit Bid Price Submission

Bid pricing associated with Option 1 and Option 2 for Solid Waste Collection shall be comprised of a fixed annual “per stop” unit price identified on the Pricing Forms. This fee shall include the supply of all labour, equipment, material, administration, insurances, bonding, overhead, and fee for service in order to completely carry out the curbside collection of solid waste according to the specifications set out in this RFP.

1.3 Background

Over the past ten (10) years, the Corporation’s curbside solid waste collection program has collected an average of 16,668 metric tonnes of residential waste each year. This includes non-manufacturing waste placed at the curb by industrial, commercial, and institutional establishments. Statistical information regarding curbside garbage can be found in Schedule “N”.

1.4 Unauthorized Collection

The Contractor shall not accept waste from unapproved generators (i.e. individuals or contractors) wanting to dispose of accumulated waste which does not meet the Solid Waste By-Law and Subsequent changes as amended from time to time, directly into the collection vehicles. Upon substantiation by the Corporation of non-compliance with this provision shall result in the forfeit of 100% of the compensation for the stops collected on the day of violation. A second violation shall result in forfeit of 100% of the compensation for stops collected during the five day week during which the violation occurred, or previous five day period. A third violation shall result in the termination of the contract and forfeiture of 100% of the compensation for tonnage collected in the previous ten (10) days.

The reduction in payment shall be calculated based on payment divided by the number of days in the invoice period. The fine shall not be based on the number stops collected on that specific day.

The Contractor shall not accept waste from individuals, households, or businesses that want to dispose of waste which is above the weekly curbside limit. Upon substantiation by the Corporation of non-compliance with this provision shall result in the forfeit of 100% of the compensation for the stops collected on the day of violation. A second violation shall result in forfeit of 100% of the compensation for stops collected during the five day week during which the violation occurred, or previous five day period. A third violation shall result in the termination of the contract and forfeiture of 100% of the compensation for tonnage collected in the previous ten (10) days.

The reduction in payment shall be calculated based on payment divided by the number of days in the invoice period. The fine shall not be based on the number stops collected on that specific day.

1.5 Garbage Collection

As of September 2018, City of Cornwall residents occupied 14,061 residential stops, all of which require weekly garbage collection. The material to be collected as part of the curbside solid waste collection for Option 1 & 2 consist of the following:

1.5.1 Option 1

- Garbage from all stops, except for non-collectable wastes as defined under the Solid Waste By-Law and subsequent changes as amended from time to time (see Schedule “B”);
- All materials other than that designated or as may be deemed non-collectable from time to time by the Supervisor.
- Bulky waste shall be collected on a weekly basis with the regular solid waste collection program. The Corporation reserves the right the change the frequency of this collection (ie. Monthly, seasonally, or a chosen number of weeks throughout the year). The pricing to collect bulky waste, shall be included in the per stop rate associated with each type of stop. The collection of bulky waste will not be paid in addition to the current rate.

1.5.2 Option 2

- Garbage from all stops, at a maximum of 6 bags or 3 containers, except for non-collectable wastes as defined under the Solid Waste By-Law and subsequent changes as amended from time to time (see Schedule “B”). Bag and container limits are subject to review and may be reduced at any time during this term of contract.
- Bulky waste shall not be collected under this option as a part of the solid waste collection;

- Garbage from industrial, commercial, and institutional (IC&I) establishments shall be collected when placed within large 60/90/95 gallon carts via the curbside solid waste program;
- All materials other than that designated or as may be deemed non-collectable from time to time by the Supervisor;
- 2 amnesty days per year where residents may put an unlimited amount of garbage bags at the curb.

1.6 Location of Pick Up- Residential, Multi-Residential, and IC&I

All residential, multi-residential and IC&I stops are permitted one curbside solid waste collection per week under both options. The Contractor shall be required to collect the solid waste from the curbside adjacent to the householder' premises or from such other locations as has been established custom within the City of Cornwall or approved by the Supervisor for Multi-Residential Stops. All returnable containers shall be carefully returned to the position from which they were received by the Contractor and the covers therefore replaced.

Should any residence, multi-residential complex or IC&I stop require or request "on site" collection or any additional collections per week, the Contractor may provide this service but the extra cost shall be billed directly to the customer. The Corporation shall not assume any liability for any damages which may result from any additional "on site" collection which may be provided by the Contractor.

1.7 Location of Pick up- IC&I in the Business Improvement Area

The Contractor shall provide (2) regular curbside solid waste collections per week (Monday and Friday or as determined by the Supervisor) to business establishments including residential tenants located in the City zoning designations identified as Zone CBD, Central Business District and/or Zone COM 70, Commercial. Both of the above-mentioned areas are otherwise known as BIA areas (See Maps Schedule "J" and "K").

Business establishments including residential tenants located in the BIA areas shall be instructed by the Corporation to set out solid waste by 9:30 am on the scheduled collection days. The Contractor shall collect curbside solid waste from the BIA areas on the scheduled collection days immediately after 9:30 a.m. and shall complete collection by no later than 11:00 a.m. Failure to collect curbside waste within the time allocated for the BIA areas shall result in the Corporation reducing the monthly invoice by the penalty outlined in Appendix C.

Should any businesses require or request “on site” collection or any additional collections per week, the Contractor may provide this service but the extra cost shall be billed directly to the customer. The Corporation shall not assume any liability for any damages which may result from any additional “on site” collection which may be provided by the Contractor.

1.8 Disposal

The Contractor shall deposit all collected regular solid waste at the Corporation’s Landfill Site disposal area. Material shall be disposed as directed by the disposal area Supervisor. The Contractor will be required to dispose of all collected curbside solid waste at the designated area within the Corporation’s Landfill Site located on Cornwall Centre Road West. All loads of waste must be properly weighed at the Corporation’s weight scales prior to disposal for Corporation records. When entering the scales the Truck will be required to indicate which of the routes he completed for the day, aligning to the routes identified as a part of this RFP. This information will be used by the Corporation for information purposes only. The Contractor shall not be required to pay any fee that may be subsequently required by the Corporation for disposal of solid waste in the Waste Disposal Site, provided that such non-payment of the disposal site fees shall apply only to material collected under the provisions of this Contract, and provided that incoming loads of solid waste conform to the City of Cornwall Solid Waste By-law

and subsequent changes as amended from time to time. In such cases, surcharges as set out in the By-law shall be imposed on the Contractor.

1.9 Acceptable Waste Containers- Residential

Solid waste may be placed for collection in returnable or non-returnable containers as set out in the Solid Waste By-Law and subsequent charges as amended from time to time. The Contractor shall be responsible for the replacement of any returnable containers that may be unduly damaged, injured, destroyed, or removed by his employees.

The Contractor shall ensure that 100% of all solid waste placed at all curbside sources is collected providing it meets the Solid Waste By-Law and amendments. If, in the opinion of the Contractor, certain solid waste containers are considered to be dangerous to the health and welfare of their employees, they shall notify the Supervisor of this fact. The Supervisor shall inspect the situation and shall determine whether or not the Contractor's opinion is appropriate. If, in the Supervisor's opinion, such containers are determined to be unsafe the Supervisor shall advise the Contractor in writing. Upon receiving such notice, the Contractor may refuse to collect material from such containers. The Supervisor will have the final authority as to whether or not waste shall be collected.

Failure to return to collect waste when directed by the Supervisor (on that day-or with permission, by 8:00 a.m. the next business day) shall result in a penalty as outlined in Appendix C.

The following information outlines the acceptable waste containers for residential stops under Option 1 and Option 2:

1.9.1 Option 1

- Unlimited amount of standard sized garbage bags
- Unlimited amount of containers, 30 gallons or less (136 L) with two handles

- Unlimited amount of bulk waste
- Less than 60 lbs (27 kgs) per item

1.9.2 Option 2

- 6 standard sized garbage bags
- 3 containers 30 gallons or less (136 L) with two handles
- Less than 60 lbs (27 kgs) per item

1.10 Acceptable Waste Containers- Multi Residential

The Contractor shall be responsible for the replacement of any returnable containers that may be unduly damaged, injured, destroyed, or removed by his employees.

The Contractor shall ensure that 100% of all solid waste placed at all curbside sources is collected providing it meets the Solid Waste By-Law and amendments. If, in the opinion of the Contractor, certain solid waste containers are considered to be dangerous to the health and welfare of their employees, they shall notify the Supervisor of this fact. The Supervisor shall inspect the situation and shall determine whether or not the Contractor's opinion is appropriate. If, in the Supervisor's opinion, such containers are determined to be unsafe the Supervisor shall advise the Contractor in writing. Upon receiving such notice, the Contractor may refuse to collect material from such containers. The Supervisor will have the final authority as to whether or not waste shall be collected.

Failure to return to collect waste when directed by the Supervisor (on that day-or with permission, by 8:00 a.m. the next business day) shall result in a penalty as outlined in Appendix C.

The following information outlines the acceptable waste containers for Multi-Residential stops under Option 1 and Option 2

1.10.1 Option 1

- Unlimited amount of standard sized garbage bags

- Unlimited amount of containers, 30 gallons or less (136 L) with two handles
- No bulk waste for Multi-residential stops
- Less than 60 lbs (27 kgs) per item

1.10.2 Option 2

- Large carts maximum 95 Gallon (1 cart per 2 units)

All multi-residential stops are responsible for purchasing their own carts and containers for collection. Should Option 2 be selected and a multi-residential unit not place its garbage inside of 60/90/95 gallon carts, the stop will not be able to participate in the curbside garbage program under this contract. The Corporation will enforce this aspect of the Solid Waste By-law.

The Contractor must maintain an inventory of black 60/90/95 gallon wheeled containers to be used by the Contractor for replacements.

The Contractor shall note that some multi-residential stops currently use roll off bins or boxes to store their waste. These bins and boxes are privately owned and therefore not the responsibility of the Corporation or the Contractor to maintain or empty. The Contractor shall also note that if a Multi-residential stop has one of these bins or boxes, they are not to receive any curbside collection services under this contract, unless instructed by the supervisor, in which case the stop would be added to the Contractor's invoices. Should a contractor collect waste from a multi-residential stop without consent by the supervisor, the Contractor shall not be reimbursed in any way.

It is estimated that approximately 50% of the Multi-Residential stops use curbside garbage collections services. For bidding purposes, 50% is indicated as the stop quantity. The Corporation will provide the Contractor with an accurate number prior to contract start up.

1.11 Acceptable Waste Containers- IC&I

The Contractor shall be responsible for the replacement of any returnable containers that may be unduly damaged, injured, destroyed, or removed by his employees.

The Contractor shall ensure that 100% of all solid waste placed at all curbside sources is collected providing it meets the Solid Waste By-Law and amendments. If, in the opinion of the Contractor, certain solid waste containers are considered to be dangerous to the health and welfare of their employees, they shall notify the Supervisor of this fact. The Supervisor shall inspect the situation and shall determine whether or not the Contractor's opinion is appropriate. If, in the Supervisor's opinion, such containers are determined to be unsafe the Supervisor shall advise the Contractor in writing. Upon receiving such notice, the Contractor may refuse to collect material from such containers.

The Supervisor will have the final authority as to whether or not waste shall be collected. Failure to return to collect waste when directed by the Supervisor shall result in a penalty as is defined in Appendix C.

1.11.1 Option 1

- Unlimited amount of standard sized garbage bags
- Unlimited amount of containers, 30 gallons or less (136 L) with two handles
- No bulk waste
- Less than 60 lbs (27 kgs) per item

1.11.2 Option 2

- Large 60/90/95 gallon carts

All IC&I establishments are responsible for purchasing their own carts and containers for collection. Should Option 2 be selected and an IC&I establishment not place its garbage inside of 60/90/95 gallon carts, the stop will not be able to

participate in the curbside garbage program under this contract. The Corporation will enforce this aspect of the Solid Waste By-law.

The Contractor must maintain an inventory of black 60/90/95 gallon wheeled containers to be used by the Contractor for replacements.

In the identified BIA, outlined in Schedules J and K, under Option two, the 60/90/95 gallon cart shall be lifted twice per week, once on Monday and again on Friday.

The Contractor shall note that some IC&I establishments currently use roll off bins or boxes to store their waste. These bins and boxes are privately owned and therefore not the responsibility of the Corporation or the Contractor to maintain or empty. The Contractor shall also note that if a IC&I establishment has one of these bins or boxes, they are not to receive any curbside collection services under this contract, unless instructed by the supervisor, in which case the establishment would be added to the Contractor's invoices. Should a contractor collect waste from an IC&I establishment without consent by the supervisor the Contractor shall not be reimbursed in any way.

It is estimated that approximately 50% of IC&I stops use curbside garbage collections services. For bidding purposes, 50% is indicated as the stop quantity. The Corporation will provide the Contractor with an accurate number prior to contract start up.

1.12 Acceptable Waste Containers- Public Waste Receptacles

Waste receptacles are located on Pitt Street, Montreal Road, Second Street and Sydney Street in the business districts and at various other locations within the City. These receptacles are placed either on the sidewalk, on the boulevard or near bus stops and have removable bag-less containers. The Contractor shall empty all receptacles by hand regardless of the amount or weight, or placement of these receptacles, as encountered on their regular routes and additional collection

shall take place as directed by the Corporation. Failure to collect all waste receptacles shall result in a penalty as is outlined in Appendix C.

The Corporation has the right to place additional receptacles throughout the City. The Contractor shall not seek compensation from the Corporation for the cost associated with the collection of such additional containers as it should be included in the cost associated with IC&I stops. As of October 2018, there are 50 waste receptacles that need to be emptied by the Contractor.

1.13 Waste Not Collected

All Waste which is not collected by the Contractor for reasons of non-compliance with the Solid Waste By-law and amendments or specifications of this contract shall be labelled with applicable information, provided by the Contractor at their cost, indicating the reasons as to why the waste was not collected and the Contractor's and Corporation's telephone number for further information. Such information shall be conveyed via a suitable "stick on" type decal as approved by the Corporation. The Contractor will also use the onboard GPS system to indicate which stop or other materials were not collected due to infractions.

Failure by the Contractor to place reminder information into or on all containers in which rejected waste was not collected and failure to use the onboard GPS system to log the information shall result in a penalty outlined in Appendix C.

2.0 Solid Waste Collection- Recycling

2.1 Scope of Work-Solid Waste Collection-Recycling

The Contractor shall be responsible for the collection of recyclable solid waste items as specified by the Corporation and generated by the City's residential section (including multi-residential complexes). The Contractor shall also collect recyclable solid waste items from all industrial, commercial, and institutional establishments who may join the collection program before or during the term of this contract.

As part of this contract, the Contractor shall be responsible to provide an adequate number of collection vehicles designed to be compatible with the collection of specified source separated material contained in the blue boxes and/or the various types of rolling recycling containers located within established depots throughout the City. The Contractor collection vehicles must be capable of being equipped with a lift mechanism to lift 60/90/95 gallon carts. The Contractor shall be required to have adequate personnel and/or equipment to ensure that 100% of recyclable material set out or requiring pickup is collected from all stops on all approved routes within the time allotted on designated collection days.

2.2 Unit Bid Price Submission

Bid pricing associated with Recycling Collection shall be comprised of a fixed annual "per stop" unit price identified in the bid sheet. This fee shall include the supply of all the labour, equipment, material, administration, insurances, bonding, overhead, and fee for service in order to completely carry out the curbside collection according to the specifications set out in this RFP.

2.3 Background

Over the past six (6) years, the Corporation's curbside recycling collection program has collected an average of 3,135 metric tonnes each year. This includes recycling placed at the curb by industrial, commercial, and institutional

establishments. Statistical information regarding curbside recycling can be found in Schedule “N”.

2.4 Recycling Collection

As of September 2018, City of Cornwall residents occupied 14,061 residential stops, all of which require weekly recycling collection. The material to be collected as part of the curbside solid waste collection for Option 1 & 2 consist of the following:

2.4.1 Option 1

- Single Stream Weekly Recycling Collection
- Old Corrugated Cardboard Bundled Separately
- Clear/Blue Bag and Standard Blue Box collection
- Blue Bag, Standard Blue Box and Cart collection at Multi-Residential and IC&I locations

2.4.2 Option 2

- Mandatory Single Stream Weekly Recycling Collection
- Old Corrugated Cardboard accepted with recycling (co-mingled)
- Clear/Blue bag, Standard Blue Box, or reusable tote collection
- Cart based collection at Multi-Residential and IC&I locations

In Cornwall, Single Stream recycling collection consists of:

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

- Aseptic cartons
- Aluminum cans, containers, plates and foil
- Steel cans and containers
- Metal paint cans (empty, dry, lids removed- no plastic paint pails)
- Aerosol cans (empty, no propane or butane containers)
- Frozen juice containers
- Cartons (milk, juice, cream)
- Egg cartons (plastic or fibre)
- Clear glass containers
- Coloured glass containers
- Plastic containers including PET, HDPE, mixed plastics, tubs and lids
- Clam shell packages

Old Corrugated Cardboard has been banned from disposal at the Corporation's landfill. Consequently, OCC is not collected as garbage at the curb. The Contractor is cautioned that OCC bundles, or newspaper bundles, may be set out for collection at the curb without a recycling container and must be collected as such. The Contractor shall be responsible to collect all OCC placed at the curb provided it meets the set out requirements as specified. The Contractor shall be required to return to any location where properly bundled OCC or comingled OCC with blue box materials were set out but not collected. Placing flattened OCC into an open OCC box shall be an acceptable practice and shall be collected by the Contractor.

Multi-unit residential participants are asked to flatten and tie OCC in bundles not more than three (3) feet (1 metre) tall; 3 feet (1 meter) long and 1 foot (30cm) thick and set beside the depot for final collection. Alternatively, some depots have a metal storage container in which OCC is stored. The Contractor shall be required to collect all OCC, flattened and bundled or otherwise, from approved OCC containers.

The type of material accepted curbside remains the same in both options. The Corporation reserves the right to add or subtract recyclable material for collection as markets change at any time during the term of this contract.

2.5 Collection Protocol for Blue Box

2.5.1 Residential

All recyclable materials collected from the curbside or from approved locations including recycling depot locations immediately become the property of the Corporation. All recyclable materials collected curbside shall be delivered to the Corporation's MRF located at 2590 Cornwall Centre Road.

The Contractor shall not collect recyclable material from unapproved generators (i.e. individuals or contractors) wanting to dispose of accumulated waste which does not meet the Solid Waste By-Law and Subsequent changes as amended from time to time, directly into the collection vehicles.

The Contractor shall ensure 100% collection of recyclables from curbside sources, from all sizes and shapes of recycling containers. If there is a blue box that contains items that are not considered recyclable under the terms of this contract, the contractor shall leave the entire box behind. The Contractor shall be required to place "reminder" cards or decals into or on all blue boxes or approved recycling containers in which rejected materials are left. The Contractor shall be required to provide all "reminder" cards or decals their cost. The design and script associated with the "reminder" cards or decals shall be created and provided by the Corporation. The Contractor shall also be required to log, contaminated/left behind material using the onboard GPS system.

Failure by the Contractor to place reminder information into or on all recycling containers in which materials were left shall result in a penalty outlined in Appendix C.

All materials dropped by the Contractor during collection, shall be retrieved by the Contractor. The Contractor shall be responsible for the collection of recyclable materials during all adverse and inclement weather conditions. If directed by the Corporation, the Contractor shall return to collected missed materials at the Contractors expense.

The Contractor shall be required to collect all designated recyclable materials from the curbside adjacent to the householder's premises or from such other locations as have been the established custom by the Corporation.

The Contractor shall not be required to enter onto private lands or private roadways to carry out collections unless authorized by the Corporation. All recycling containers shall be returned to the location from which they were received by the Contractor and placed stacked one inside the other.

The Contractor shall instruct collection staff to handle all recycling containers with care ensuing containers are not damaged. The Contractor shall replace all recycling containers broken or damaged by collection staff at their expense.

The Contractor shall have the capacity to collect the Corporation's current and future quantities of Recyclable Materials.

2.5.2 Multi-Residential

Currently a number of multi-unit residential complexes have signed legal agreements with the Corporation authorizing the Corporation's contractor to collect recyclable waste items on private properties. There are

approximately 138 multi-unit stops which may require recyclable collection service.

The Contractor shall assign a representative to liaise with Corporation representatives on matters with respect to multi-unit residential complex recycling facilities set up, ie: appropriate depot location (if needed), equipment requirements, set up date, collection start date, and any other conditions which may affect the program.

The Corporation has provided the existing multi-unit residential/apartment complexes as listed in Schedule "G" with rolling recycling containers for the collection of recyclables. The Corporation shall not be responsible for any rolling carts lost, stolen or damaged at the Contractor's expense.

The Contractor shall, at their own expense maintain a suitable stock of rolling recycling containers to a maximum of fifty (50) per year for new multi-unit recyclable complex locations joining the program or for replacement of damaged bins. The Contractor shall purchase rolling recycling containers suitable for the intended purpose, subject to approval by the corporation.

The Contractor shall be responsible for the delivery and set up of appropriate equipment (including decals) for any new multi-unit residential complexes joining the Corporation's solid waste recycling collection program.

If a multi-residential stop is added to collection, the Contractor shall notify the Corporation immediately, should the Corporation gain knowledge of a new multi-residential stop taking part in recycling, it shall also notify the Contractor immediately. The addition of these new multi-residential participants will then be reflected on the following invoice.

Currently there are 125 multi-residential stops that participate in depot cart recycling. The depots are comprised of a combination of a number of 90-gallon rolling recycling containers.

All multi-unit stops with the potential to utilize the recycling depots have been provided with specific information as to what items are recyclable and how to use the provided recycling facilities.

In spite of these precautions, experience with this program has shown that there is a high incidence of co-mingling of non-recyclable materials with recyclable materials.

Having considered the above, the Contractor shall be responsible for the collection of current and future recyclables as designated by the Corporation from current and future multi-unit residential complexes. Should the containers become too contaminated for collection the Contractor shall record it as left behind/contaminated recycling and the Corporation shall follow up with the owner.

The Contractor shall ensure that all OCC containers are completely emptied on a weekly basis and are clean and free of all OCC and/or debris. OCC boxes placed next to or at recycling depots which have not been collapsed shall also be collected by the Contractor.

The Corporation shall not tolerate non-compliance of the specifications of this section. The Contractor shall return immediately to remove material at all depots which have not been 100% emptied. Non-compliance with these specifications shall result in a penalty as outlined in Appendix C.

The Contractor shall completely empty all multi-unit residential recycling depots on a once-weekly basis regardless of the collection frequency (weekly or bi-weekly) to be provided at the curbside. Additional collections shall be provided at the Corporation's request to any multi-unit residential location.

At some multi-unit residential locations, recycling depots are secured in a manner to discourage vandalism and/or theft of the rolling recycling

containers. As a minimum precaution, it is stipulated that a security chain fasten all the rolling recycling containers.

The Contractor shall be responsible to ensure the security chain and locks are re-secured following collection at any recycling depot. Upon non-compliance with specifications of this section, the Contractor shall return to any identified location(s) to properly secure the depot.

If a multi-residential stop is added to collection, the Contractor shall notify the Corporation immediately, should the Corporation gain knowledge of a new multi-residential stop taking part in recycling, it shall also notify the Contractor immediately. The addition of these new multi-residential participants will then be reflected on the following invoice.

On a once annual frequency, at a time specified by the Supervisor in conjunction with the Contractor, the Contractor shall allow Corporation personnel to accompany collection staff during the collection process and provide direction to collection staff regarding recyclable material (blue/black boxes) to be collected as part of this collection program. This will also help determine the amount of multi-residential stops that are participating in recycling and also allow the Corporation to determine the appropriate payment regarding Multi-residential stops served.

2.5.3 IC&I Establishments

The Contractor shall provide a recyclables collection system for requesting IC&I establishments. There are currently 110 IC&I establishments that participate in cart based recycling collection, and roughly 168 that participate in curbside recycling collection.

The Contractor shall be required to proceed on the premises of the IC&I establishment to a location mutually agreed upon by the Corporation, the Contractor and the IC&I authority to collect recyclables. The agreed upon collection point shall meet these safety and operational criteria:

- adequate collection vehicle clearances,
- turning radii,
- snow removal by the IC&I establishment,
- containers to be set out at grade, etc.

Participants shall be required to obtain rolling recycling containers which are compatible with the lift mechanism of the recycling vehicles at their own cost.

The Contractor may sell, at their discretion, recycling carts to any IC&I facility requesting recycling services. This fee is the IC&I facilities responsibility and will in no way be paid for by the Corporation. If a new facility is added to collection, the Contractor shall notify the Corporation immediately, should the Corporation gain knowledge of a new IC&I facility taking part in recycling, it shall also notify the Contractor immediately. The addition of these new IC&I participants will then be reflected on the following invoice.

Recycling of large quantities of high volume material in large roll off or front end bins (ie: OCC) shall be the responsibility of the individual IC&I establishment. Schedule H provides a listing of IC&I establishments currently utilizing the Corporation low volume recyclable collection program.

The Contractor shall be responsible to collect the recyclables on a scheduled basis.

The Contractor shall be responsible for the collection of designated recyclable waste items generated by participating IC&I establishments as previously specified in this section. The Contractor shall be responsible to provide any additional collection vehicles as may be required to collect designated recyclables from IC&I sources to the 100% satisfaction of the Corporation.

The Contractor shall collect 100% of all recyclable material set out as part of the described IC&I special collection according to the collection schedule as agreed upon. Upon failure to collect 100% of all IC&I stops as per the schedule, the Contractor shall be required to immediately return to the missed location(s) upon notification by the Corporation. Upon failure to immediately return to the missed location(s), may result in a penalty as outlined in Appendix C.

On a once annual frequency, at a time specified by the Supervisor in conjunction with the Contractor, the Contractor shall allow Corporation personnel to accompany collection staff during the collection process and provide direction to collection staff regarding recyclable material (blue/black boxes) to be collected as part of this collection program. This will also help determine the amount of businesses that are participating in recycling and also allow the Corporation to determine the appropriate payment regarding IC&I establishments served.

2.5.4 Business Improvement Area Establishments

The Contractor shall provide weekly curbside collection of all recyclables on Wednesdays (or on the designated day as determined by the Supervisor) to business establishments including residential tenants located in the City zoning designations identified as Zone CBD, Central Businesses District and Zone Com.70, Commercial, see maps Schedule “J” and “K”. Both of the above mentioned areas are otherwise known as BIA areas.

Business establishments including residential tenants located in the BIA areas shall be instructed by the Corporation to set out solid waste by 9:30 am on the scheduled collection days. The Contractor shall collect curbside solid waste from the BIA areas on the scheduled collection days immediately after 9:30 a.m. and shall complete collection by no later than 11:00 a.m.

Failure to collect curbside waste within the time allocated for the BIA areas may result in a penalty as outlined in Appendix C.

On a once annual frequency, at a time specified by the Supervisor in conjunction with the Contractor, the Contractor shall allow Corporation personnel to accompany collection staff during the collection process and provide direction to collection staff regarding recyclable material (blue/black boxes) to be collected as part of this collection program. This will also help determine the amount of businesses that are participating in recycling and also allow the Corporation to determine the appropriate payment regarding IC&I establishments served.

2.5.5 Corporation Owned and Operated Facilities

As indicated in the spreadsheets contained in Schedule "I", various types of recycling containers are located in or near many Corporation owned building and/or facilities. The Contractor shall be required on a once-weekly basis, to retrieve and/or completely empty all of these containers utilizing a method which will ensure the least disruption for employees and/or the general public. All collection of recyclables shall occur during regular working hours. Collection shall occur on a once weekly basis. The Corporation Operated facilities will be charged out by the Contractor as all other IC&I stops in this proposal.

Upon non-compliance with specifications of this section, the Contractor shall immediately return to the identified location(s) to completely empty the recycling containers as directed by the Corporation. Should the Contractor not return for collection, the Corporation may apply a penalty as outlined in Appendix C.

Note: Some locations may not have access to elevator service. As such, the recyclable materials shall be required to be carried down one (1) or more sets of stairs.

Current collection containers may be comprised of any of the following:

- curbside blue/black boxes
- 60/90/95-gallon rolling recycling containers
- OCC bins - which are rectangular bins that have been fabricated of steel or wood. The Contractor shall be required to collect OCC whether collapsed, flattened or not from these storage bins
- Clear plastic bags used to contain acceptable recyclable material
- Plastic or metal 45-gallon drums used primarily as paper collection bins
- Wire pop can containers: This type of container is generally utilized in outdoor areas secured in close proximity to regular waste containers. These containers shall be used for the collection of food and beverage cans.

The Corporation reserves the right to add or delete collection containers from time to time at Corporation operated facilities. Upon request by the Corporation, the Contractor shall be required to add or delete specified containers. The Contractor shall not seek compensation for the addition or deletion of any type of collection container at any Corporation operated facility. 60/90/95 Gallon roll out containers shall be supplied by the Contractor to the Corporation at no cost.

2.6 Blue Boxes

2.6.1 Blue Box Replacements

Householders who require a replacement blue box will be required to purchase their box for currently \$5.80 (including taxes) at City Hall at 360 Pitt Street. The Contractor shall direct all residents or individuals requesting a new or additional blue box to the Corporation.

Where it has been determined by the Corporation that blue boxes have been broken as a result of inappropriate actions by the Contractor or their

workers (dropped, thrown, driven on, kicked, etc.) the Contractor shall deliver, free of charge, a new blue box to the appropriate person(s) at the Contractor's sole expense. The Contractor shall at all times keep an inventory of 75-100 blue boxes. They shall at no time use the Corporation's inventory to replace any blue boxes that the Corporation has deemed to be the Contractor's duty to replace. The style, size, and model of these containers must be approved by the Corporation before the commencement of the contract and may be purchased through the Corporation's Collaborative Cooperative agreement with CIF.

2.6.2 Lost Blue Boxes

The Contractor shall instruct collection staff to pick up and return recycling containers, including rolling recycling containers, which appear to be lost or out of place. These containers are to be returned to the rightful household (or multi-unit residential complex) if identified on the container. If the rightful owner cannot be located, the container will be returned to the Corporation's inventory. These boxes, if an owner is identified, will then be returned to the identified household by the Corporation.

2.7 Rolling 60/90/95 gallon Recycling Containers

2.7.1 Rolling Cart Replacements

As part of this Contract, the Contractor shall, at their cost, be required to supply, maintain, repair or replace rolling recycling containers located in depots at multi-unit residential locations. The Contractor shall ensure that all containers remain 100% functional at all times. The Contractor shall repair or replace all recycling bins to the Corporation's specifications within twenty-four (24) hours of written notice from the Corporation. Upon failure to repair identified rolling recycling containers within twenty-four (24) hours, the Corporation shall have the right to reduce the Contractor's payment by a penalty outlined in Appendix C.

The Contractor shall be responsible to take due care in the handling, loading and unloading of any containers including, but not limited to blue and black boxes, rolling recycling bins, and approved metal OCC containers. All containers damaged by the Contractor's mishandling or negligence as determined by the Corporation shall be replaced to the Corporation's specifications at the Contractor's expense. Failure to replace equipment shall result in the Corporation replacing equipment at the Contractor's expense. The value of the replaced equipment shall be deducted from the Contractor's payment.

The Contractor shall include within the bid price, a contingency for all costs associated with the repair or replacement of all existing rolling recycling containers and metal OCC storage boxes due to damaged to the full satisfaction of the Corporation.

The Corporation shall, from time to time, conduct inspections of the depots and associated equipment, ie: rolling recycling containers and metal OCC storage boxes. Upon identification of any deficiencies by the Corporation, the Contractor shall immediately address indicated problems. The Corporation shall have the right to reduce the payment equalling the cost incurred by the Corporation for the replacement, repair, and any other measure required by the Corporation to remedy identified deficiencies.

3.0 Processing and Marketing of Recyclable Material

3.1 Scope of Work- Processing and Marketing of Recyclable Material

The Contractor shall be required to process all recyclable waste collected from or delivered by the City of Cornwall residential householders and/or IC&I establishments, or delivered by any other source, including other Municipalities as may be specified by the Corporation at any time during the term of this contract.

The following specifications outline the responsibilities of the Corporation and the responsibility assigned to the Contractor in this contract. The Material Recovery Facility is owned by the Corporation and was completely rebuilt and expanded in 2010. The following is a profile of the major equipment components currently owned by the Corporation:

- 10,080 ft.² Material Recovery Facility building complete with lunchroom, washrooms and locker facilities, one lower floor office, and other associated minor equipment.
- 1 - Excel Manufacturing 2R10D baler with feed conveyor.
- 1 - Magnetic can separator.

Note that the Contractor shall only have access to one small office located next to the lunchroom at the Recycling Facility for their lead hand or processing supervisor to use. The office located upstairs will be used by the Corporation's Staff.

The Contractor shall be responsible for the labour, materials, any and all additional equipment and administration required for the processing of collected recyclables to final markets of recyclable materials.

3.2 Unit Bid Pricing

Bid pricing associated with recycling processing shall be comprised of a fixed annual per tonne unit price for the processing of collected recyclable solid waste

material and loading of processed materials for marketing at the Corporation's Material Recovery Facility (MRF) according to specifications set out in the Terms of Reference of the RFP and shall be based on marketed tonnage sold.

The submitted per tonne unit price indicated for recyclable material in the Schedule of Unit Prices shall include all costs associated with the preparation of designated recyclable materials as stipulated in this Document, including but not limited to administration, receiving, sorting, processing, and loading to the Corporation.

Program Administration pricing associated with Recycling processing shall be included in the per tonne processing fee and shall include all costs pertaining to office operation, property insurances, property taxes, bonds, coordination, supervision, marketing services, administration, overhead costs and fee for service. The bid pricing shall reflect the above mentioned costs which are associated with the recycling processing program only.

3.3 Background

Over the past ten (10) years, the Corporation's MRF has processed an average of 4,280 metric tonnes of recycling each year. This includes all Corporation collection sources, recyclables delivered by industrial, commercial and institutional sources, recyclables delivered by other Municipalities, and recyclables delivered by local residents. Statistical information regarding curbside garbage can be found in Schedule N.

3.3.1 Recycling Delivered by Other Municipalities

Contractors are advised that the City of Cornwall's Material Recovery Facility operates as a regional facility and processes material from 4 other Municipalities currently. These 4 Municipalities have a single stream recycling process with the exception of South Dundas, who completes the collection of fibre material one week, and containers the next week.

The Contractor should be aware that the material from these four municipalities is not guaranteed over the term of the contract. The Corporation's MRF shall accept these materials and these materials shall be processed with the City of Cornwall's collected and delivered materials. Should an inbound load of recycling be contaminated with residue amounting to more than 10% of the volume of the load, the Contractor shall notify the corporation immediately so the Corporation can have the Corporation remove the material from the MRF at their own expense.

The Corporation provides this service for a fee, and the Corporation will be responsible for invoicing the municipalities for the service provided. Should the Contractor choose not to use the City of Cornwall's MRF, they shall provide a transfer service for the materials collected from these municipalities from the Corporation's MRF. This fee shall be provided separately from the processing charge on the bid sheet.

3.4 Recycling Processing and Marketing

The Contractor is responsible to ensure the necessary preparation of designated recyclables collected from or delivered by any source approved by the Corporation to meet the specifications as stipulated by the end markets. Recyclables shall be processed and graded to a state suitable for their use as raw material in a manufacturing process and to a degree that maximizes revenue received for the product.

The way in which material shall be processes as a part of this contract for Option A & B consist of the following:

3.4.1 Option A

- Utilization of the Corporation's MRF for the processing of all recycling outlined in section 3.5
- Utilization of the Corporation's equipment or the Contractor's own equipment outlined in section 3.9

- Transportation from the Corporation's MRF directly to market as outlined in section 3.15.3

3.4.2 Option B (Provisional)

- Utilization of a private or alternative MRF (not owned by the Corporation) for the processing of all recycling outlined in section 3.5
- Utilization of the Corporation's MRF as a transfer station for the collection of recyclable materials as outlined in section 3.7.2
- Transportation from the Corporation's MRF to the private or alternative MRF as outlined in section 3.15.3

3.5 **Recyclable Material to be processed and marketed**

The Following list are designated recyclables to be processed for market under either Option selected and are as follows:

Containers

- a) Clear Glass Jars and Bottles
- b) Coloured Glass Jars and Bottles
- c) Ferrous Metal
- d) Aluminum
- e) PET (bottle grade)
- f) HDPE (bottle grade)
- g) Plastic #3-7 Mix
- h) Gable Top Cartons and Aseptic Drinking Boxes

Fibre

- a) OCC
- b) Boxboard
- c) Newspaper
- d) Fine paper
- e) Magazines
- f) Telephone books
- g) Soft cover books

Should the Contractor select Option 2 and the facility also accept additional recyclable materials for processing, the Contractor shall outline this in their RFP

package. Should an item not be accepted at the alternative facility under Option 2 this should also be highlighted in the RFP package.

3.6 Utilities and Taxes

The Contractor shall be responsible for all utility costs in the Material Recovery Facility Building regardless of the option selected. These costs include, but not limited to:

- telephone,
- internet,
- hydro,
- heating costs,
- the maintenance of the water and sewer systems,
- parking lots, roadways, and winter related activities (snow clearing , abrasives etc.- only areas in close proximity to the building - ie: entrances,)
- The Contractor shall be responsible for paying the property tax associated with the Material Recovery Facility and associated surrounding acreage which amounted to approximately \$50,490.00 in the year 2018. The Successful Proponent shall be responsible for any increase in property taxes associated with the Material Recovery Facility and surrounding acreage during the term of this Contract.

3.7 Utilizing the Corporation's Material Recovery Facility

The following describe the tasks and responsibilities which are to be included within the pricing associated with the processing of recyclable materials from all approved sources accepted at the Corporation's Material Recovery Facility (MRF) or an Alternative MRF by the Contractor. Subject to the terms and conditions of this contract, the Corporation shall make available to the Contractor, portions of the Corporation's Material Recovery Facility located at the Corporation Landfill Site under both options.

3.7.1 Option A

Under Option A, if selected the Contractor may use the Corporation's facility to processes recycling. Under this option the Contractor shall be responsible for all taxes and utilities associated with the building.

The Contractor shall also be responsible for bringing their own sorting conveyors, trommel, sorting bins, elevated work stations, and any additional equipment they may require to sort all of the materials outlined in section 3.5. Under Option A the Contractor may continue to use the equipment owned by the City of Cornwall outlined in section 3.9, or choose to bring their own replacement equipment instead of using the Corporation's. The Contractor shall be responsible for the maintenance, repair, and replacement (should it be required) of any of the Corporation's equipment during this contract. The Corporation shall in no way be responsible for any costs associated with equipment maintenance, repair, or replacement.

The Contractor may operate the facility using the equipment supplied in any manner that accomplishes the requirement to receive, sort, process, and bale designated recyclables based on supplied market specifications. However the Contractor may only use the Corporation's equipment and facility to process recyclable material as outlined in this contract. Material other than that outlined in this contract delivered or collected by sources outside of those approved by the Corporation shall not be permitted.

The Contractor may not seek any compensation from the Corporation for any future change in market acceptance specification which may adversely change the current or future processing practices proposed at the Corporation's facility. Should the Contractor need to change the way in which recycling is processed or update equipment in the facility in order to meet new requirements, the Contractor shall do so it

their expense. Any new equipment purchased by the Contractor during this Contract that is not intended to replace the Corporation's equipment shall remain with the Contractor after the expiration of the contract.

The Contractor shall ensure maximum recycling is collected during the process. No recycling under any circumstance shall be landfilled.

The Contractor shall have access to and use of the Corporation's weigh scales located at the MRF site. The Contractor shall respect that all recyclable materials entering the Corporation's Material Recovery Facility become the property of the Corporation who shall have exclusive rights to the recyclable materials. Neither the Contractor nor the Contractor's workforce shall be permitted or entitled to salvage, claim or possess any recyclable materials unless authorized to do so by the Supervisor.

3.7.2 Option B (Provisional)

The Contractor shall use Corporation's facility as a transfer station to store collected recycling from the Corporation's curbside collection program, its IC&I collection program, its partner municipalities recycling, and any recycling dropped off at the Public Drop off prior to transportation to an alternative MRF. The Contractor may not use the Corporation's facility to store any material that is not owned by the Corporation or collected under the Corporation's contract unless authorized to do so by the Supervisor.

The Contractor shall continue to be responsible for all taxes and utilities associated with the building. Under this option the Contractor shall supply their own equipment in order to collect transport and store any recyclable materials brought to the Corporation's facility.

The Contractor shall be responsible for the maintenance, repair, and replacement (should it be required) of any of the Corporation's equipment or facility during this contract. The Corporation shall in no way be responsible for any costs associated with equipment maintenance, repair, or replacement.

The Contractor may use the equipment owned by the City of Cornwall outlined in section 3.9 should they choose to for any purpose. The Contractor may operate the facility using the equipment supplied in any manner that accomplishes the requirement to receive recyclables. However the Contractor may only use the Corporation's equipment and facility to store recyclable material as outlined in this contract. Material other than that outlined in this contract delivered or collected by sources outside of those approved by the Corporation shall not be permitted.

The Contractor shall ensure that their employees respect the Corporation's facility and maintain the facility to the Corporation's standard. The Contractor shall ensure the recycling at the Corporation's facility remains dry and clean throughout the process, and the Contractor must ensure the material is removed on a daily basis to the Material Recovery Facility suggested in this RFP.

The Contractor shall have access to and use of the Corporation's weigh scales located at the transfer facility site.

All recyclable materials entering the Corporation's Material Recovery Facility become the property of the Corporation who shall have exclusive rights to the recyclable materials. Neither the Contractor nor the Contractor's workforce shall be permitted or entitled to salvage, claim or possess any recyclable materials unless authorized to do so by the Supervisor.

The Contractor may not seek any compensation from the Corporation for any future change in market acceptance specification which may adversely change the collection requirements at the transfer station.

The Contractor shall ensure maximum recycling is collected from the facility, no recycling under any circumstance shall be landfilled from the transfer facility unless consent is given by the Supervisor.

3.8 Lease Agreement

On or before commencement of this contract the Contractor shall enter into a lease agreement (Schedule "M") with the Corporation for the utilization of the entire Facility or a portion of the Corporation's Material Recovery Facility under both options. Upon consideration of one dollar (\$1.00) paid by the Contractor to the Corporation and other mutual covenants herein contained, the Contractor shall comply with the specifications and terms contained within this document regarding usage of the Corporation's MRF by the Contractor.

3.9 Recycling Facility Equipment

The following items shall become the Contractor's responsibility at the commencement for the term of the contract, should the Contractor wish to utilize these resources.

The Contractor shall thoroughly inspect all equipment (including building equipment, ie: overhead doors, lights, dock levellers, HVAC equipment, etc.) to determine the condition of said equipment and usefulness to the proposed operation of the Contractor.

The Contractor shall be held 100% responsible for the maintenance, repair/or replacement of all equipment used or purchased from the Corporation under either option. The Contractor shall be required to maintain and repair all equipment according to manufacturers' specifications. All equipment requiring replacement shall be replaced by equipment of the same specifications subject to approval by

the Corporation. The Contractor shall not seek any compensation whatsoever for any maintenance, repair or replacement of any equipment used or purchased from the Corporation throughout the term of this Contract.

Any aspect of the Corporation's facility under the responsibility of the Contractor found by the Corporation at any time to be in any state of disrepair shall be rectified by the Contractor within 24 hours of written notice by the Corporation. Equipment requiring maintenance, damaged or broke, not addressed by the Contractor shall be rectified by the Corporation or its agents at the Contractor's expense. Payment shall be reduced by the Corporation equal to the amount invoiced for work carried out.

Records of maintenance and repairs shall be maintained by the Contractor. The Contractor shall make these records available to the Supervisor, so that the Corporation may also have a record of work completed on Corporation owned items. The Corporation may inspect all equipment at any time without previous warning to the Contractor to ensure that all said equipment is properly maintained according to the specifications stipulated.

The Contractor shall have the use of the Corporation's inbound and outbound scales free of charge. The Contractor has no responsibility with respect to the maintenance of the weigh scales. The weigh scale hours of operation are Monday-Friday 7:30 am until 4:30 pm, and Saturdays 7:30 am until 12:00 pm. No person or item shall use the weigh scales after these hours.

The Contractor may not utilize the buildings, equipment and grounds owned by the Corporation for any function other than for the purpose of conducting municipal related recycling processing and/or curbside solid waste collection as specified within the terms of this RFP.

The Contractor shall make provisions to have the sewage pumping station cleaned on a yearly basis and prior to the expiration of the contract should the Corporation determine that this service is necessary.

The Contractor shall be responsible for all necessary fuel, repairs, required adjustments, routine maintenance in accordance with manufacturer's specifications, washing as required, insurance, storage and any other necessities associated with the care and operation of the vehicles, buildings and all associated equipment utilized.

3.10 Maintenance of the Material Recovery Facility and Premises

The Contractor shall, to the satisfaction of the Supervisor, ensure that the interior and the surrounding premises of the Material Recovery Facility are constantly maintained in a neat, clean, orderly and safe condition in order to encourage and promote tours of the facility to the general public under either option selected. Particular emphasis shall be directed at maintaining the sanitary condition of washrooms, lunchrooms and locker facilities. Upon failure to rectify the described condition, within twenty-four (24) hours of written notice, the Corporation shall have the right to withhold payment equal to the amount incurred by the Corporation to carry out the identified work by the Corporation or its agents.

Activities which shall be the responsibility of the Contractor include, but are not limited to, ensuring any broken glass or other dangerous material is swept away and/or removed; washrooms are maintained in a sanitary manner, walkways and steps shall be kept free of obstructions, litter, ice and snow; paper, OCC and other recyclable material or litter which may have blown or strewn on the surrounding grounds shall be cleaned up daily or on an as required basis.

Upon failure to rectify the described sanitary conditions within 24 hours of written notice, the Corporation shall have the right to reduce the payment from the Contractor as is outlined in Appendix C.

3.11 Processing Responsibilities

3.11.1 Corporation's Responsibilities

The Corporation shall have no responsibility for the physical preparation of the designated material under either option for the sorting, removal of contaminants, bailing, storage, loading, transportation, etc. for final delivery to market. Due to advances in technology which may lead to alternate end uses of designated recyclables or the development of local markets or, if it is determined financially beneficial to the Corporation to redirect collected recyclables to an alternate end use or market, the Corporation reserves the right to dictate the final end use or Market of any quantity of any designated Recyclable material to be processed by the Contractor.

3.11.2 Contractor's Responsibilities

Under both options the Contractor is responsible to ensure the necessary preparation of designated recyclables collected from or delivered by any source approved by the Corporation to meet the specifications as stipulated by the end markets. Recyclables shall be processed and graded to a state suitable for their use as raw material in a manufacturing process and to a degree that maximizes revenue received for the product.

The Contractor shall not for any reason move recyclable material at a cost to the Corporation to their company or a subsidiary of a parent company to which they belong to. All processed material from the City of Cornwall must be processed properly within the Corporation's facility or the alternative MRF location, proposed in Option 2.

Movement, shipment, or transportation of material to other processing plants for specific material types at a cost to the Corporation shall not be permitted in any circumstance.

If the Corporation's MRF or the listed alternative MRF experience an equipment malfunction and the need for the Contractor to move material to be processed elsewhere arise, the Contractor shall notify the Corporation immediately and inform them of alternative ways to manage materials until the equipment can be repaired or replaced. The Contractor shall be responsible for all costs associated with alternative processing outside of the original agreement. The Corporation will continue to pay the Contractor the agreed upon price based on the per tonne amount of processed material, which will still be required to be weighed at the Corporation's weigh scales.

Under both options the Contractor will be required to provide a daily inventory count of all of the designated recyclables listed in section 3.5 that were processed. The inventory will be a representative count of how many bales of each material are sitting within storage.

It is the Contractor's responsibility to efficiently process Recyclable Materials using appropriate methods that minimize the Corporation's total cost of the Contract while meeting End Market specifications. If the Corporation identifies an efficiency that will increase production and maintain or increase material quality, the Contractor shall not unreasonably refuse to alter the material process on a temporary or permanent basis.

Should the Contractor prepare a bale for an end market, and that bale be rejected by the market due to contamination or improper materials the Contractor will accept the bale, dismantle the wiring and re-sort the material to meet the market requirements. The Contractor shall not be compensated for re-processing any material which is rejected from market.

It is anticipated that a small percentage of the collected or accepted materials received shall be not be able to be processed. The Contractor shall not be compensated for processing any amount of residue tonnage.

The Contractor shall subtract residue tonnage from the processing invoices submitted to the Corporation.

It shall be the Contractor's responsibility to dispose of this residue received, in an environmentally appropriate manner at an approved Landfill Site and pay all associated tipping fees. Should the Contractor choose to use the City of Cornwall Disposal Site, effective January 1st, 2019, the tipping fee is \$77 per metric tonne. It is anticipated that there will be a yearly increase of \$2 per metric tonne. Tipping fees are subject to change at any time. The Contractor shall not seek compensation for any change in tipping fee levies from the Corporation's facility or any alternative waste disposal facility.

Total residue from the collection of recyclables from the transfer facility and processing shall not exceed five percent (5%) by weight of the total incoming recyclable material, should the total residue exceed 5% by weight, the Corporation shall conduct a residual material audit and meet with the Contractor to discuss the audit findings. Should the Corporation determine that the increase in residue is from the material being delivered from curbside collection or other Municipalities, the Corporation shall rectify the issue with the Contractor providing the curbside collection of materials. However should the audit reveal materials that are recyclable, making up more than 20% of the residual waste, the Contractor shall reprocess the material at no cost to the Corporation.

The Contractor shall be responsible to supply any and all additional equipment which may be required to carry out the preparation of recyclable materials as per end market specifications under both options.

Under both options the Contractor shall maintain a recyclable waste depot and old corrugated cardboard (OCC) bin(s) located at the Corporation's public disposal area of the landfill site. This depot shall be maintained in a

neat and tidy manner and shall be emptied on a daily basis regardless of activity.

Under both options the Contractor shall provide the capability to accept recyclable materials from other sources at the Corporation's facility during the hours of Monday through Friday 7:30 a.m. to 4:30 p.m. and on those Saturdays which collection services are provided resulting from the collection day shift due to statutory holidays. The Contractor's staff shall not access the Landfill Site or the Material Recovery Facility after normal operating hours, or on weekends, without express permission from the Corporation. Upon award of the contract the Contractor will be provided with one key, which they can then use to create keys for authorized personnel only. Should the Contractor's employees require access to the landfill site after hours, they shall be accompanied by an individual from the Corporation or an authorized individual from the Contractor's staff list, no other employees shall be onsite after hours. Those who remain onsite after hours without proper supervision or prior notice to the Corporation's Supervisor will be prosecuted as trespassers. Should the Corporation need to change the entrance lock, the Contractor will be notified and a new key will be provided.

3.12 Residue Audits

The Parties agree that the following incentives and Residue audit procedure shall apply under both options.

3.12.1 Audit Procedure:

The Contractor shall ensure that the Required Recovery Rates, which are the benchmarks for operation of the MRF, are met on a monthly basis. During any given operating month, the Corporation staff will, at their sole discretion, conduct detailed composition analyses on the Residue stream.

The Contractor will be required to participate in the analyses. The procedure to be used shall be as follows:

1. A sample from the Residue stream will be randomly selected by the Corporation;
2. The weight of the Residue sample shall be determined at the outset of the audit;
3. The Residue sample will be separated into material piles and then weighed based on individual material type;
4. A percentage by weight figure will be assigned to each material type based on the audit results;
5. The quantity (tonnage) of material missed for each commodity type will be determined by multiplying the percentage by weight figure by the total quantity of Residue produced for the month in question;
6. The recovery rate shall be calculated as follows:
 - Tonnes of Recovered Container/Fibre Material for each material (during the previous month) divided by the sum of the tonnes of Recovered Container/Fibre Material for each material (during the previous month) plus the calculated tonnes of each unrecovered Recyclable Material based on the results of the Residue audit.

The quantity of Recovered Container Material, Recovered Fibre Material and Residue will be determined using the Corporation's weigh scale information, bale and inventory counts at the beginning and end of each month and the quantity of Recyclable Material in the Residue determined during the monthly audits.

The Contractor and the Corporation hereby agree that the Residue samples chosen for the periodic audits shall be accepted as representative, in both

nature and composition, of the Residue generated at the MRF for the prior calendar month.

3.12.2 Corporate Random Audit

The Corporation may conduct random audits to ensure the accuracy of the Contractor's information pertaining to tonnage of material on Site. The Corporation's weigh scale system takes precedent in the event of a discrepancy.

3.13 Record Keeping- Recycling Processing

All materials, including accepted recyclable solid waste, market-ready recyclables or residue, regardless of quantity or whether incoming to, or outgoing from the Solid Waste Recycling Facility must be weighed at the Corporation's weigh scales in order to maintain material and accounting balances. The Contractor shall be held fully financially responsible for any material weight inconsistencies which have been substantiated as caused by the Contractor. Weight records provided by the Corporation's weigh scales shall be deemed and recognized as the final mechanism or document to resolve any disputes between the Contractor and the Corporation regarding weights of incoming and/or outgoing materials.

Should Option 2 be selected for Recycling Processing the Contractor shall weigh out with the Corporation's collected material at the facility located at 2590 Cornwall Centre Road. The Contractor shall then weigh in at their material recycling facility and report the weight to the Corporation.

The Contractor shall be required to maintain accurate records with respect to the operation of this contract. The frequency and type of required records to be submitted to the Corporation are stipulated, however the format of all records are subject to change at any time as may be required by the Supervisor.

The Corporation reserves the right to audit any of the Contractor's financial statements or invoices at any time for material purchased or sold, or with respect

to operational expenditures associated with this contract. The Contractor shall maintain a neat, legible set of financial books in accordance with accepted accounting practices.

The Corporation shall have the right to enter the MRF and/or Transfer Station and its property at any time to carry out any and all inspections.

The Corporation shall have the right to take photographs or Videography of the MRF's and/or Transfer Station's building(s), property, equipment, operations and all materials, for the Corporation's sole use.

The Corporation reserves the right to carry out its own residual audits at any MRF and/or Transfer Station using a third party or Corporation staff at any time within any time period. The Contractor shall be bound by the audit results at the sole discretion of the Corporation. If the audit finds that there is a high amount of revenue producing Recyclable Materials contained within generated residue, the Corporation has the right to reclaim that revenue from previous bales of residue. Audits shall be conducted as outlined in section 3.12.

To facilitate accurate and timely information on material received and processed, the Contractor shall equip its forklift/clamp truck with on-board weigh scale and maintain a daily journal/database with daily bale weights and tonnage estimates for unprocessed material on the receiving floor and (in system) material yet to be processed and/or baled. The Contractor shall ensure that it has the ability to submit such information, as required, to the Corporation in electronic format.

3.13.1 Records

The Contractor shall submit with monthly invoices the following records under both options:

- Tonnage and types of material processed
- Tonnage and types of material in inventory
- Year to date tonnage and types of material processed

- Tonnage of residue disposed by period end
- Year to date tonnage or residue disposed
- Year-to-date operational costs, ie: administration, collection, processing and shipping fees.
- Material tonnage reconciliation report, ie: amount received, amount in inventory, amount processed etc. This tonnage must balance on a monthly basis.
- Inventory by weight of individual material types both baled and loose stored at the recycling facility/transfer station at period end.

3.14 Invoicing for Processing

The Contractor shall invoice the Corporation ten (10) days after the end of each month for materials processed and shipped to markets during the previous month. The Contractor shall only be paid once the material leaves the facility for marketing. Should circumstances arise where the material processed is not leaving the facility due to contamination or for other reasons, the Corporation will withhold payment to ensure the movement of the material, to market, or its resort. All invoices shall be accompanied by verified records outlined in section 3.13.1.

3.15 Marketing of Processed Materials Responsibilities

Under both options the Contractor shall be responsible for the marketing of all processed recyclable material from the Corporation's MRF.

Under Option 1, the Contractor shall be responsible for finding suitable markets for and selling the Corporation's recycling, when possible, for the highest price. The Contractor shall ensure that in all cases, where adequate markets exist that three (3) written/or verbal quotes are received for each Recyclable material being marketed on the open market. The Contractor shall summarize in writing the three

quotes and make a recommendation based upon market price, less applicable transportation costs.

The Corporation shall either concur with the recommendation or, at the Corporation's discretion, direct the Contractor to deliver and sell Recyclable Material to another end market. The Corporation shall approve in writing, prior to shipment of the Recyclable Materials to the End Market, the market price which shall be the established guaranteed price.

The Contractor shall not enter the Corporation's recyclable materials into any market contracts or commitments without the approval of the Corporation. Should the Contractor determine that revenues for recyclable material shall increase if the Corporation's recyclable material is entered into a market contract, the Contractor shall present this option to the Corporation at the beginning of the Contract, and also identify any risks with selling the material as apart of a market contract compared to selling the material on the open market.

The Contractor shall not market any other material as recyclable that are not considered part of the Corporation's Recycling Program without the Corporation's written permission.

3.15.1 Corporation's Responsibilities

A table of the total tonnes of processed recycling over the last 11 years is provided in Schedule "N" for reference.

The Contractor shall provide the Corporation with a weekly inventory report on what materials are ready to be marketed. This report will be sent via email to the Corporation in a format that the Corporation and the Contractor agree upon.

The Corporation reserves the right to switch, change or modify the materials or combination of materials to be marketed at its sole discretion subject to

the price schedule. The Corporation will provide a minimum of five (5) working days notice to any marketing request change.

The Corporation has no responsibility for the marketing of recyclables. The Corporation shall implement a comprehensive monitoring program to ensure maximum revenue is realized by the Contractor on behalf of the Corporation for the sale of materials and most competitive freight charges are obtained. In the case where it has been substantiated by the Corporation that, the Contractor continues to fail to obtain maximum revenues for material sales or continues to fail to obtain the most competitive freight charge, the Corporation shall have the right to assume marketing and/or shipping responsibilities. The Corporation shall have the right to reduce payments from the Contractor for the amount of lost revenue deemed by the Corporation as fair market price on or about the date of shipping for the commodity marketed.

3.15.2 Contractor's Responsibilities

The Contractor shall be responsible to market all recyclable material and shall be responsible for obtaining markets for all materials processed.

The Contractor shall be responsible for the loading, and organizing transportation for the processed materials. The Corporation shall have no responsibility for loading, storing, or transporting any processed sold recycling at any time in its facility.

The Contractor for processing shall be responsible for all costs associated with the downgrade of recyclable material by the end market for any reason. Recyclable material rejected by the end market due to failing to meet end market specifications is prohibited from disposal at any landfill site and must be reprocessed by the Corporation's Processor to meet the highest possible grading for that material at no additional cost to the Corporation.

3.15.3 Recyclable Material Revenue

a) Option A

Under Option A, the City shall receive 100% of the revenue from the sale of the Recyclable Material. The Corporation shall not be responsible for losses of revenue due to non-payment from receiving facility.

b) Option B (Provisional)

Under option B, the Contractor will pay to the Corporation the Market Price for the Recyclable Material, based on inbound tonnage delivered to the Contractor's MRF for processing and marketing. The Market Price is the Composite Index price listed in the "CIF Price Sheet" in effect during the month of delivery for Recyclable Material sold by the Contractor, subject to residue and moisture deductions. The monthly CIF Price Sheet is available at <https://thecif.ca/cif-price-sheet/>.

The Contractor agrees to pay the Corporation the Market Price in effect during the month of Recyclable Material delivery subject to 5% residue and 5% moisture deductions for all materials delivered, as follows:

(Tonnes Recyclable Material delivered, – 5% residue, – 5% moisture) X
Market Price = Recyclable Material Revenue.

A residue disposal fee will be paid to the Contractor for the 5% of residue (the fee/tonne is identified under the pricing forms).

An example of revenue compensation to the Corporation is as follows:

Tonnes Taken from the Transfer Facility in a Month = 200 tonnes

Less Residue (5%) = 10 tonnes

Less Moisture (5%) = 10 tonnes

Net Delivery = 180 tonnes

Marketed = 180 tonnes X Market Price (subject to Market Price) paid to the Corporation

Disposed = 10 tonnes X Disposal Fee (subject to Residue Disposal Fee) – paid to the Contractor

Moisture Loss = 10 tonnes

Processed = 200 tonnes (subject to Processing Price) paid to the Contractor

If during the Contract Period the CIF Price Sheet is discontinued for any reason, the “Market Price” will be subject to negotiation between the Corporation and the Contractor and, upon successful completion of those negotiations, will be executed, and considered to be an addendum to the Contract.

3.15.4 Transportation of Recyclable Material to End Market

The Contractor shall be fully responsible for the delivery of the processed recyclable material to the end market.

The Contractor shall guarantee the most competitive transportation cost to deliver processed recyclable material to the final market. The Corporation shall have the right to reduce payment to the Contractor if the difference between the actual cost incurred for transportation of recyclables to the end market and the most competitive quotation obtained by the Corporation for the transportation of the same material from Cornwall to the end market.

The Corporation shall not assume any responsibility for fees or additional fees associated with the transportation of rejected materials, or for any fees associated with the transportation of materials to a different processing facility for specific recyclables.

The Contractor, in keeping with the Corporation's goal of maximizing revenues, shall ensure only cost effective and reliable transport companies are utilized to ship Recyclable Materials to the End Markets. The Contractor must provide three quotes on shipping when requested by the Corporation. The Contractor shall ensure minimum load weights are achieved at all times. The Corporation retains the right to direct the Contractor to use any transport company to ship Recyclable Materials to an End Market.

The Contractor shall arrange for shipment of processed Recyclable Materials to End Markets and such arrangements shall include the preparation and execution of all documents in relation to the shipment. Copies of Bills of Lading, Scale Tickets, Port of Entry Documents or other shipping documents are to be provided at Corporation's request. Under Option 1 scale ticket copies shall be provided to the Contractor for this purpose.

3.16 Record Keeping- Marketed Recyclable Materials

Under both options the Contractor shall be responsible for providing the Corporation with a summary of the monthly market prices for each material. ***The use of the CIF price sheet is not considered a summary of monthly market prices for materials.*** This summary is to be provided to the Corporation as soon as it becomes available each month.

Under both options the Contractor shall also be responsible for providing a monthly End Market Report. This report is to include material marketed, Buyers (final destination, not brokerage) information (Company name, address, contact name and phone number), end of use material. The monthly report for Option A is also to include the revenue received for the sale of the recyclable materials.

3.16.1 Records

The Contractor shall be responsible for providing the Corporation with the following in a format the Corporation and the Contractor agree upon:

- Recyclable material tonnage marketed from approved sources.
- Recyclable material type sold, name of market complete with contact name, address and telephone number, per-tonne revenue received and any associated transportation/freight fees
- Year-to-date tonnage of individual recyclable material types sold by invoice period.
- Year-to-date revenues of materials sold.
- Year-to-date costs associated with marketing and shipping fees.
- Year to date transportation fees
- In order to validate the above information, market information, revenue receipts, shipping invoices and weigh scale bills must be attached to the invoice.

3.17 Invoicing for marketing

The Contractor shall pay the Corporation for the revenues realized from the sale of recyclable materials, net of transportation costs, within thirty (30) days of the end of the month when the materials were shipped to market. This payment shall be due regardless of whether the Contractor received payment for these materials from the end markets.

Should the Contractor fail to make payment to the Corporation as specified above, any outstanding amounts shall bear interest from the date such sums are due and owing at the Bank of Canada's Prime Rate plus two per cent (2%) per annum until paid, but this stipulation for interest shall not prejudice or affect any other remedy of the Corporation under this Contract.

Appendix B – Contractual Acknowledgement

Price Information:

ALL goods and/or services as outlined in the Terms of Reference will be delivered to the Corporation at the cost indicated in your proposal. Prices quoted are to be in Canadian funds.

Contractual Acknowledgement:

Subject to any Points for Discussion which the Proponent includes in its Proposal, the Proponent agrees that the Contract Terms attached to this RFP as Appendix C shall be the commercial terms and conditions of any Contract entered between the Corporation and the Proponent. The Proponent acknowledges and agrees that the Corporation may make an award of Contract based on the Proposal submitted or, at the option of the Corporation, require the Proponent to enter negotiations to finalize the Terms of Reference and Points for Discussion, if any. The Proponent acknowledges that any Contract negotiated with the Corporation is subject to the approval of Council.

Defined Terms

The capitalized terms used in this Contractual Acknowledgement shall have the meanings given to them in Article 4 of the RFP.

Addenda's

Addenda issued pursuant to this RFP become part of the RFP and every Proposal will be deemed to include all such addenda.

SIGNED this day of 2018.

Signature	Name and Title (<i>Print</i>)	Has the authority to bind the Corporation.
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Company Name	Company Address
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Telephone No.:	Facsimile No.:
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E-mail Address:

Appendix C – Contract Terms

1. Definitions

- (1) **“AODA”** means the Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c.11.
- (2) **“Applicable Laws”** includes the common law and any and all statutes, by-laws, regulations, permits, approvals, certificates of approval, licenses, judgments, orders, injunctions, authorizations, directives, whether federal, provincial or municipal including, but not limited to all laws, rules and requirements relating to occupational health and safety matters, fire prevention and protection, health protection and promotion, land use planning, building code, or workers’ compensation matters and all Environmental Laws that apply to the Work, the operation of the Work and the land on which the Work are provided.
- (3) **“Change in Law”** includes the coming into effect after the Commencement Date of any legal change, including:
 - A statute that has already received Royal Assent, where certain of its provisions have not yet been proclaimed into force, such as the Waste Free Ontario Act, 2016;
 - a directive, statute, statutory instrument, regulation or by-law;
 - A draft bill as part of any government departmental consultation paper;
 - A government bill or white paper;
 - A draft statutory instrument;
 - Any applicable judgment of a relevant court of law that may affect the Work; or
 - Any guidance provided from any ministerial authority, circular or best practice note with which the Contractor is legally bound to comply.
- (4) **“City”, “Corporation”, and “Municipality”** has the meaning of the City of Cornwall.

- (5) **“Confidential Information”** has the meaning ascribed thereto in Appendix C Section 23 and 24 of this Contract.
- (6) **“Contract”** means this agreement including all schedules, the Request for Proposals, and the Contractor’s Proposal dated [INSERT DATE].
- (7) **“Contract Price”** means the sum remitted to the Contractor for the Work payable per calendar month by the Corporation in accordance with Appendix A section 8 and 21 of this Contract.
- (8) **“Contract Year”** means a 12 month period. The first Contract Year is the 12 month period starting from the Commencement Date.
- (9) **“Disclosing Party”** has the meaning ascribed to it in Section 18(2) hereto.
- (10) **“Effective Date”** means the date upon which an authorized representative of the goods and/or services Provider and an authorized representative of the Corporation have both executed this Contract.
- (11) **“Expiry Date”** means the date set out in Appendix A Section 1.0 of this Contract.
- (12) **“Good Industry Practice”** means that degree of skill, care, prudence, foresight and operating practice which would reasonably be expected from time to time of a skilled and experienced contractor engaged in the same type of undertaking as the Contractor under the same or similar circumstances.
- (13) **“Indemnified Party” or “Indemnified Parties”** means the Corporation and their employees, elected representatives, advisors and agents prior to, during, and after this Term.
- (14) **“Liquidated Damages”** has the meaning given to that term in Appendix C, Section 12.1 of this Contract.
- (15) **“Municipal Purchasing Supervisor”** means the head of Purchasing Services, Division of the Department of Financial Services of the Corporation. Currently, the head is Mrs. Nicole Robertson.
- (16) **“Qualifying Change of Law”** means any Change in Law that specifically affects the Work or any part thereof or imposes a general statutory

obligation on the Corporation, their employees or the public generally, that may lawfully and properly be discharged by the Contractor under the terms of this Contract.

- (17) **“Receiving Party”** has the meaning ascribed to it in Section 18(2) hereto.
- (18) **“Regulations”** means all rules or regulations having force of law.
- (19) **“Service Provider”** means goods and/or services Provider name.
- (20) **“Service Provider Personnel”** has the meaning ascribed to it in Section 3 hereto.
- (21) **“Term”** shall have the meaning ascribed to it in Section 13 hereto.
- (22) **“WHMIS”** means the Workplace Hazardous Materials Information System.

2. Contractor Personnel

- (1) As of the Effective Date April 1st 2019 the Contractor shall provide the services and/or goods outlined in this proposal to the Corporation.
- (2) The Corporation shall have the option to request the immediate replacement of any goods and/or services Provider Personnel who are considered, in the sole discretion of the Corporation, to be unsuitable, and the goods and/or services Provider shall, upon such request, immediately replace such goods and/or services Provider Personnel.

3. Subcontracting

- (1) The goods and/or services Provider shall obtain the consent of the Corporation in writing prior to subcontracting or permitting the subcontracting of any portion of the goods and/or services.
- (2) In any subcontract permitted under this Section 4, the goods and/or services Provider shall ensure that the subcontractor is bound by and complies with the terms and conditions of the Contract.
- (3) Notwithstanding subcontract, the goods and/or services Provider shall remain responsible for to the Corporation its obligations under this Contract.

4. Representations and Warranties

- (1) The goods and/or services provider covenants, represents and warrants as follows:
 - (a) to use only licensed and qualified individuals of suitable training, experience, and shall as goods and/or services Provider Personnel and ensure that all goods and/or services Provider Personnel maintain in good standing their licenses from their governing bodies and provide proof to the Corporation upon requests
 - (b) to conduct appropriate background checks with respect to the goods and/or services Provider Personnel;
 - (c) to supervise the performance by the goods and/or services Provider Personnel of the goods and/or services in the same manner as would a reasonably prudent goods and/or services provider providing goods and/or services similar to the goods and/or services for a client such as the Corporation;
 - (d) to ensure the goods and/or services are performed to the highest degree of care and skill in accordance with all Applicable Laws, standards of practice of the applicable licensing and regulatory bodies and the by-laws, rules, regulations and policies of the Corporation;
 - (e) to ensure that there are an appropriate number of goods and/or services Provider Personnel available at all times to provide the goods and/or services in accordance with the levels of goods and/or services to be provided under this Contract;
 - (i) at its own cost, to ensure all goods and/or services Provider Personnel are properly uniformed at all times when delivering the goods and/or services hereunder;
 - (f) that all Equipment materials, supplies and goods and/or services provided by the goods and/or services Provider shall fully comply with all safety and environmental requirements, as set forth in Applicable Laws,

all applicable industry standards and all rules, regulations, policies and standards of the Corporation, as amended or supplemented from time to time;

- (g) that all Equipment is in good working order and will perform in accordance with its specifications, free from defects in materials, workmanship and design and to monitor, maintain, repair and/or replace the Equipment as required to ensure its continued good working order throughout the Term;
- (h) that the Equipment is free and clear from all liens or encumbrances of any kind and that its use by the Site will not infringe the rights of any third party;
- (i) to notify the Corporation as soon as possible of any incidents, occurrences, errors, omissions or mistakes in relation to the goods and/or services that the goods and/or services Provider discovers or of which it becomes aware;
- (j) to notify the Corporation as soon as possible of any situation which may affect the ability of the Corporation or the Site to enjoy the benefit of the goods/services;
- (k) that the goods and/or services Provider is a duly incorporated and validly existing corporation and has the corporate power and authority and all governmental licences, authorizations, consents, registrations and approvals required as at the date hereof to enter into and perform its obligations under this Contract;
- (l) that the entering into and the performance by the goods and/or services Provider of its obligations under this Agreement:
 - (i) are within its powers and have been duly authorized by all necessary corporate action on its part; and
 - (ii) are not in violation of any law, regulation, ordinance or decree having application to it as of the date hereof or of any agreement to which it is a party.

5. Compensation

The provider shall invoice the Corporation of the City of Cornwall. Invoices to be sent directly to the Accounts Payable Section, P.O. Box 877, Cornwall, Ontario K6H 5T9. The Corporation's term of payment is thirty (30) days.

6. Bid Deposit

Every Bid shall be accompanied by the following:

- (1) [**A Certified Cheque**, drawn on)
any Chartered Bank made payable)
to the Corporation of the)
City of Cornwall)
OR) AN AMOUNT NOT LESS THAN
A Money Order/Bank Draft) 10% OF THE HIGHEST
OR) PRICES OPTION
A Bid Bond*)
OR)
A Letter of Credit,)
(sample available upon request))
- AND**

- (2) [**An Agreement to Bond * in the amount of 50% of the HIGHEST PRICES OPTION.**

BOTH REQUIREMENTS (1) AND (2) (ORIGINAL REQUIRED) MUST BE SUBMITTED WITH THE BID

NO OTHER FORM OF DEPOSIT OR PERFORMANCE BOND WILL BE ACCEPTED.

FAILURE TO SUBMIT ANY OF THE REQUIRED DOCUMENTATION WILL RESULT IN THE BID BEING REJECTED.

The deposit of the successful proponent will be retained until the Performance Bond has been furnished to and approved by the Corporation. All other bid deposits will be retained until a formal acceptance has been made.

- * From a Corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in the Province of Ontario. Only bonds issued by insurers licensed in Canada will be accepted as per the terms and conditions of the Request for Proposal document.**

7. Bid Bond

In the event of default or failure of the successful bidder to execute the contract as prescribed, the Corporation shall declare the bid deposit as forfeited and in the case of bid bond, the bonding company shall forthwith pay to the Corporation an amount equal to the bid bond amount. In the case of an irrevocable letter of credit at sight, it must clearly state that the bank agrees that it will NOT notify its customer of any demand until after payment is made to the Corporation.

8. Performance Bond

The Successful Proponent, with a Surety* approved by the Corporation, will be required to enter into and sign an approved bond jointly and severally with the Corporation for 50% of the Annual Bid Price for due and proper fulfillment of the Contract for a period of one (1) year after completion of the Contract.

The Surety shall remain liable for a default occurring up to the date of expiry of this bond but shall not be liable for a default occurring subsequent to such expiry date. Notwithstanding the terms of the Contract, non renewal of the bond shall not be considered a default hereunder.

9. Insurance

The goods and/or services Provider(s) shall, at its own cost and expense, obtain and maintain in full force and effect, the following insurance coverage on an annual basis for the duration of the Contract issued by a Company duly registered and authorized to conduct insurance business in the Province of Ontario.

Prior to the award of a contract or contracts for this work, the goods and/or services Provider(s) shall provide and deliver to the Municipal Purchasing Supervisor of The City of Cornwall, Certificates of Insurance or Certified copies of each such insurance policies as evidence of the Contractor's insurance coverage signed by an authorized representative of the insurer together with true copies of any amending endorsements on terms satisfactory to the Corporation. Upon renewal of such insurance policies, the Proponent(s) shall renew the Certificates of Insurance or Certified copies of each insurance policy as well as the required Endorsements on file with the Municipal Purchasing Supervisor annually.

Commercial General Liability Insurance

The goods and/or services Provider(s) shall provide and maintain Commercial General Liability Insurance for a limit of not less than 5 Million (\$5,000,000.) dollars inclusive per occurrence, and a deductible of not more than \$5,000.00 per occurrence, with respect to third party liability claims for bodily injury, death or damage to or loss of property, including loss of use thereof, and including but not limited to the following coverages:

- **Tenants' Legal Liability
- Proponent occupying the MRF, replacement cost is \$2,000,000.
- Premises and Operations Liability;
- Blanket Contractual Liability;
- Products and Completed Operations which will be maintained for 24 months from the date of substantial completion;
- Non-Owned and Hired Automobile Liability;

- Owner's and Contractor's Protective Liability;
- Contingent Employers' Liability;
- Personal Injury Liability;
- Cross Liability and Severability of Interest Clauses

The Corporation of the City of Cornwall shall be added as an “**Additional Insured**” in respect to the Proponent's operations, acts and omissions relating to its obligations under this Contract.

****Tenants' Legal Liability** insurance shall include, without limitation, the building, structures, stationary equipment, mobile equipment, capital improvements, machinery, furnishings, tools, implements, fixtures, etc.

A Lease Agreement for the occupancy of the Material Recovery shall be executed and signed by both parties on the Terms and Conditions set out in the Lease Agreement (see Schedules “M”).

“Claims Made” insurance policies will not be permitted.

Automobile Liability Insurance

The goods and/or services Provider(s) shall take out and keep in force Owned Automobile Insurance with a liability limit of not less than 5 Million (\$5,000,000.) dollars on forms meeting statutory requirements covering all licensed vehicles owned or leased by the goods and/or services Provider used in any manner in connection with the performance of the terms of this Contract. The goods and/or services Provider(s) shall provide the Corporation with confirmation of automobile insurance coverage for all automobile registered in the name of the Proponent in respect to the operation of this Contract.

Contractor's Equipment Insurance

The goods and/or services Provider(s) will provide and maintain “All-Risks” Contractors' equipment insurance protecting all machinery and equipment used by

the Proponent in the performance of the Work for the replacement value of any such machinery and equipment.

The policy shall be in a form acceptable to the Corporation and shall not allow subrogation claims by the insurer against the Corporation.

Pollution Liability Insurance

The goods and/or services Provider(s) shall provide and maintain insurance for pollution liability to cover bodily injury and property damage claims arising out of any gradual and sudden pollution events from the goods and/or services Provider's operations as follows:

- Per Occurrence \$5,000,000.00
- Per Aggregate \$5,000,000.00

The policy shall apply to all phases of the work described in this Contract and shall include:

- coverage for property damage including physical damage to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically damaged or destroyed.
- defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.
- coverage for pollution resulting from the disposal of waste materials.
- An "Endorsement" to include the following additional insured language:
**"The Corporation of the City of Cornwall shall be named as an
"Additional Insured" along with Cross Liability and Severability of
Interest Clauses with respect to liability arising out of the activities
performed by, or on behalf of the goods and/or services Provider**

under this contracted services.”

- include a Waiver of Subrogations against the Corporation for losses arising from work performed by the Proponent.

Proponent responsible for insuring its own property

Insurance upon property of every description owned by the goods and/or services Provider(s) or for whom the goods and/or services Provider is legally liable or installed by or on behalf of the goods and/or services Provider and which is located on the property of the landfill site or within the MRF, or within the HSW Depot building, on an All Risk basis for the full replacement cost thereof, as well as business interruption insurance in such amount as will reimburse the Proponent for direct or indirect loss of earnings attributable to an insured peril.

Notice of Cancellation

All such insurance policies shall stay in force and not be amended, cancelled or allowed to lapse and shall contain the necessary “Endorsement” to provide the Corporation with 30 days prior written notice of any amendment or cancellation by **Registered Mail** to the attention of the Corporation’s Municipal Purchasing Supervisor.

General

The City of Cornwall will not be held responsible for any losses in respect to physical damage or loss of use thereof, of any vehicles owned or leased by the goods and/or services Provider(s) and/or the goods and/or services Provider’s Sub-Contractors including vehicles stored and/or repaired on the property of the Material Recovery Facility and/or the Household Special Waste Depot.

The goods and/or services Provider(s) agrees to be responsible for any and all deductible amounts including any claim expenses incurred and policy premiums payments.

All of the required goods and/or services Provider's insurance policies shall be primary, non-contributing with respect to any insurance carried by the Corporation.

If the goods and/or services Provider(s) fails to comply with these Insurance Conditions in any respect, the Corporation may, in its sole discretion, perform the goods and/or services Provider's obligations under these Insurance Conditions, at the expense of the goods and/or services Provider, which expense may be withheld by the Corporation in accordance with this Contract. Nothing in this section places any obligations on the Corporation to act under this section or relieves the goods and/or services Provider(s) from its obligations under these Insurance Conditions.

The goods and/or services Provider(s) shall be responsible to ensure that all its Sub-Contractors, of every description, will take out or cause to be taken out Commercial General Liability Insurance, Automobile Liability Insurance on the same terms of these insurance conditions as well as any other types of insurance coverage as would be required to request from such Sub-Contractors.

The Corporation reserves the right to impose such higher limits or other types of insurance as would reasonably be required of a prudent goods and/or services Provider of similar operations.

The Corporation will not be held responsible for any losses.

10. Indemnification

- (1) Without limiting any other obligation of the goods and/or services Provider under this Contract or otherwise, the goods and/or services Provider hereby agrees to indemnify and save harmless the Corporation, its elected officials, officers, employees, servants, agents and others for whom the Corporation is in law responsible, from and against any liability, loss, claims, demands, damages, fines and penalties, costs and expenses (including consulting fees), investigatory and legal expenses, and any other actions or causes of actions, suits, caused by or attributed to by any wilful or negligent

act, omission, delay, or allegations thereof, a breach of any term of this Contract or of any statute or regulation, or any privacy breach on the part of the goods and/or services Provider, its officers, employees, sub-contractors, agents, licensees, assignees, invitees or other persons engaged in the performance, non-performance or attempted performance of the goods and/or services pursuant to this Contract or anyone else for whom the goods and/or services Provider is in law responsible.

- (2) Should the Corporation be made a party to any litigation commenced by or against the goods and/or services Provider, the goods and/or services Provider will protect, indemnify and hold the Corporation harmless and will promptly pay all costs, expenses, and legal fees (on a solicitor and client basis) incurred or paid by the Corporation in connection with such litigation. The goods and/or services Provider will also promptly pay upon demand all costs, expenses and legal fees (on a solicitor and client basis) that may be incurred or paid by the Corporation in enforcing the terms, covenants and conditions in this Contract.

11. Term

- (1) This Agreement shall come into force on the Effective Date and shall continue for a period of seven years (the “**Term**”).
- (2) This Agreement may be renewed at the option of the Corporation for terms of one (1) year each upon mutual consent of both parties. All agreed upon extensions shall be subject to CPI increases/decreases on the unit bid prices submitted and fuel cost adjustments.

12. Consumer Price Index (CPI)

The Consumer Price Index (CPI) adjustment shall be applied on the accepted unit bid pricing by the Corporation for this contract. However, there shall be no CPI adjustment in the first year of April 2019 - December 2019, and the first

adjustment shall made in January 2020 and every January thereafter for the contract term.

The CPI adjustment shall be derived from the statistics Canada website from the table “Consumer Price Index and Major Components” under “All Items”, which is the comparison of December of the last full year to the December of the previous full year. The percentage adjustment (increase or decrease) shall be calculated in accordance with the following formula, rounded up or down to the nearest one decimal place.

$$\% \text{ Adjustment} = \frac{\text{CPI L} \times 100 - 100}{\text{CPI P}}$$

Where CPI L represents the annual average index of the last full year.

Where CPI P represents the annual average index of the previous full year.

13. Fuel Cost Adjustment

The Goods and/or services Provider can apply for a diesel fuel cost adjustment but not sooner than one full year after commencement of this Contract. The diesel fuel cost adjustment shall be calculated by multiplying the Contractors actual diesel fuel use in litres for a given month by the difference between the Ontario Ministry of Energy Average Monthly Diesel Fuel Cost for Ontario for the given month and the cost of the Average Monthly Diesel Fuel Cost for Ontario in September 2018 (“the monthly adjustment”).

The monthly adjustment shall be added for each month and once a year, on or around the anniversary date of commence of the “Work”, the Corporation will pay or receive from the Goods and/or services Provider the sum of the monthly adjustment, if positive or negative.

The Goods and/or services Provider shall provide all appropriate documentation to support any diesel fuel cost adjustment claim with their monthly invoice.

The Goods and/or services Provider shall provide supporting documentation satisfactory to the Corporation. The Corporation may require additional supporting documentation to evaluate the Goods and/or services Provider's request.

14. Contractor Performance

The Contractor shall note that periodic reviews will be undertaken between the Corporation and the Contractor every six (6) months. The periodic review will be required to make any additions or deletions to the contract, review the performance of the Contractor, to review the feasibility of adding new programs, and/or modifying existing programs, and to generally ensure that the contract is being performed in accordance with the expectations of the Corporation and the Ministry of Environment Conservation and Parks. This periodic review does not constitute a renegotiation of the terms and conditions nor the unit prices quoted for the contract.

At the commencement of this contract, the Contractor and carry out the work in accordance with Schedules "A", "J" and "K" and as set out in the specifications.

All the work performed under this contract shall be performed to the satisfaction of the Supervisor, who shall be the sole arbitrator in any dispute regarding the interpretation of the contract between the Corporation and the Contractor. If the Contractor has been in default of any portion of the contract terms or the Corporation's Solid Waste By-law and subsequent changes as amended from time to time, the Supervisor may: instruct the Contractor to take immediate action to rectify the situation, rectify the situation using other resources at the Contractor's expense, and/or may take action to terminate the contract.

The Request for Proposal, Terms of Reference, Pricing Forms, Appendices and Schedules, shall form part of the contract between the Corporation and the Contractor upon approval of the Corporation of the City of Cornwall Council.

The Proponent shall at times be subject to and will be required to observe all rules and regulations which are or may from time to time be imposed by law and all applicable standards, as related to all branches of the Work under the Contract.

All bidders are assumed to have examined all premises, complete with associated equipment and full understand the work required to be done.

The Corporation may stop any portion of the Work, if the Work is not being executed in accordance with the provisions of the Contract. Orders given by the Corporation relating to the quality of performance must be obeyed at once by the Proponent.

Time shall be the essence of the contract. Goods and/or services shall be delivered within the time promised, failing which the Corporation reserves the right to cancel the contract or portion thereof without penalty or prejudice or the Corporation may apply liquidated damages.

(1) 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 Corporation 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 Corporation 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 Contractor will suffer by reason of said delay and default, and not as a penalty; and the Corporation 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: Liquidated Damages

Infraction	Amount	Unit
Late collection after time specified	\$500	per incident
Failure to return for missed collection as directed for residential, multi-residential, or IC&I	\$500	per incident
Improperly replaced containers	\$500	per incident
Discourtesy or inappropriate behaviour	\$1,000	per incident
Failure to resolve damage claim to property within 1 days	\$1,000	per incident
Failure to submit reports in the required time/submitting inaccurate reports and invoices	\$100	per incident
Failure to clean up spillage (plus clean up and safe disposal costs) e.g. hydraulic oil	\$5,000	per incident
Failure to pick up litter in a timely manner	\$200	per incident
Failure to scale all vehicles in and out of MRF	\$500	Per incident
Marketing of any other material as “recyclables” that are not part of the Municipal Recycling Program, without written permission from the Corporation.	\$1000	Per incident
Failure to provide a minimum of fourteen (14) days written notice in advance of a scheduled MRF shutdown	\$500	Per Day
Failure to process received recyclables within 2 weeks of receipt	\$1000	Per week
> 10% of recyclable materials in residual after processing	\$1000	Per incident
Material scavenging	\$1000	Per incident
Mixing of Municipal Recyclables with other sources of recycling not permitted by the Corporation	\$1000	Per incident
Contractor fails to notify Corporation prior to shutting down MRF	\$500	Per incident
Failure to provide required reports/documentation within 5 days	\$500	Per incident

Market rejections	\$250	Per tonne
Market downgrades	\$250	Per load
Failure to log info on onboard GPS system and/or failure to leave behind a decal/sticker indicating why material was not collected	\$100	Per incident
Failure to return to collect missed public waste/recycling receptacles within 1 days	\$200	Per incident
Failure to replace or repair broken recycling or waste carts within 2 days	\$100	Per day
Failure to provide notification that CVOR has fallen below satisfactory rating and/or failure to provide written plan for improvement within ten days as required	\$1000	Per incident
Landfilled Recyclables	\$100	Per kg

15. Relationship of the Parties

The goods and/or services Provider acknowledges and agrees that the goods and/or services Provider Personnel:

- are not employees of the Corporation or of the Site;
- are not entitled to any of the benefits provided by the Corporation to its employees; and
- the goods and/or services Provider shall be solely responsible for all governmental obligations and deductions, including, without limitation, provincial and federal income tax deductions, Employment Insurance, Canada Pension Plan, Workplace Safety and Insurance Board and Employer Health tax contributions.

This Agreement is not intended to create a partnership, joint venture or employment relationship between the Corporation and the goods and/or services Provider and neither party will have, nor represent itself to have, any authority or power to enter into any contract, assume any obligations or make warranties or representations on behalf of the other or to act for or to undertake

any obligation or responsibility on behalf of the other party, except as may be expressly provided in this Contract.

16. Safety and Protection

The Contractor shall:

- Comply with all laws, rules and regulations relating to the work to be provided including but not limited to the Ontario Occupational Health and Safety Act, as amended from time to time;
- Be responsible for the safety of all workers in undertaking delivery of the work, in accordance with all applicable legislation;
- Comply with the Corporation's Corporate Statement - Occupational Health and Safety and all other reasonable guidelines respecting employee and subcontractor conduct as may be set by the Corporation, as applicable.
- Acknowledge its obligations to comply with the requirements of all legislation pertaining to the "Workplace Hazardous Materials Information System" and shall provide the work in accordance with the health and safety requirements of all applicable laws, regulations and requirements of any government authorities.
- Acknowledge its obligations to comply with the requirements of all legislation pertaining to the "Workplace Hazardous Materials Information System" and shall provide the work in accordance with the health and safety requirements of all applicable laws, regulations and requirements of any government authorities.

17. Health and Safety

The successful proponent covenant that all their employees are knowledgeable in and follow the regulations pertaining to their duties included in the Occupational Health and Safety Act (R.S.O.), 1990, as amended and any regulations made pursuant to the Act. (OHSA)

The successful proponent covenant and agree to observe strictly and faithfully the provisions of the OHSA.

The successful proponent agree to indemnify and save the Corporation, its servants or agents, harmless for damages or fines arising from any breach or breaches of the OHSA.

The successful proponent agree to assume full responsibility for the enforcement of the OHSA, and the Corporation's Health and Safety policies and safe work practices.

The successful proponent further acknowledge and agree that any breach or breaches of the OHSA, may result in the immediate termination of this Contractor and the forfeiture of all sums owing to them by the Corporation.

The successful proponent agree that any damages or fines that may be assessed against the Corporation by reason of breach or breaches of the OHSA, by the Contractor will entitle the Corporation to off-set the damages so assessed against any monies that the Corporation may, from time to time, owe the Contractor under this Contract or under any other contract whatsoever.

The successful proponent shall, when requested by the Director, provide the Corporation with a copy of the Contractor's Corporate Health and Safety Policy that has been developed for the company.

The successful proponent shall demonstrate establishment and maintenance of a Health and Safety Program with objectives and standards consistent with the applicable legislation and with the Corporation's Health and Safety policies and requirements.

The Contractor shall ensure that all of its supervisory personnel performing the work under this contract are "competent persons" within the meaning of the OHSA.

18. Statues and Regulations

Accessibility Regulations for Services: Contracted employees, third party employees, agents and others that provide customer service on behalf of the Corporation must meet the requirements of Ontario Regulation 429/07 with respect to training.

The successful proponent shall comply with all Federal, Provincial and Municipal laws and regulations, including but not limited to the Workplace Safety and Insurance Act, Occupational Health and Safety Act and regulations including W.H.M.I.S. Any required permits or inspections shall be the complete responsibility of the contractor. Proof of training in specific areas may be requested by the Corporation.

19. Carbon Credits

Carbon credits means all credits, benefits, offsets, reductions, rights or indicia relating to:

The reduction, mitigation or control of greenhouse gas emissions, including, without limitation, carbon dioxide, methane, nitrous oxide, hydro fluorocarbons, or any other gas, matter or substance, or

The generation or creation of energy from sources recognized as renewable, or generated from otherwise wasted resources, directly or indirectly arising out of the production, use, sale, capture, flaring, burning, destruction, processing, conversion, utilization, fueling, storage or sequestration that now or hereafter qualifies for recognition under any domestic, international or foreign emissions reduction or emissions program, scheme or organization or law or governmental authorization.

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

20. Dispute Resolution and Termination

- (1) In cases of dispute as to whether or not deliverables required by any contract awarded under this RFP meet the requirements of the Corporation, 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 Corporation, will be final and binding.
- (2) Notwithstanding the above, the Corporation may terminate any contract awarded under this RFP for any reason whatsoever, by giving one hundred and twenty (120) days written notice to the Contractor of such intent. The Contractor shall not be entitled to any monetary compensation for work done following the notification period.
- (3) Notwithstanding any other provision in any contract awarded under this RFP, at the option of the Corporation, the Contract, or any part thereof, may be terminated on twenty-four (24) hours written notice to the Contractor, in the event that the Contractor:
 - (a) declares its inability to pay debts as they generally become due;
 - (b) is adjudged or adjudicated bankrupt or insolvent;
 - (c) becomes subject to or requests any benefit or exemption relating to any provision or enactment concerning bankruptcy or insolvency;
 - (d) withholds any funds payable to the Corporation or information from the Corporation;
 - (e) abandons the Work under this Contract;
 - (f) disregards any laws, by-laws, rules, regulations, standards, approvals or orders of any of the authorities having jurisdiction, including without restricting the generality of the foregoing, the directives of the Corporation;

(g) gives or offers any gratuity to or attempts to bribe any member of Council, officer or servant of the Corporation; or

(h) repeatedly fails to adhere to the terms of any contract awarded under this RFP and in particular commits repeated infractions in the performance of the Work.

- (4) In the event that the Corporation terminates all or part of any contract awarded under this RFP, the Corporation may take any steps to secure the completion of the Work and any damages or extra expenditures thereby incurred may be collected from the Contractor.
- (5) In the event the Corporation 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 Corporation 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 Corporation.
- (7) Any representation or warranty given by the Contractor shall survive beyond termination of this Contract.

21. Subcontractors

- (1) Subcontracts must be listed on the Subcontractor Form provided in this document. Any Subcontractors must be approved by the Corporation in advance of starting any Work.

22. Changes to Contract

- (1) Changes to the Contract may only be made in writing signed by duly authorized representatives of both parties.

- (2) No party shall have any obligation with respect to the implementation of a Change Request unless or until the parties have reached agreement in writing and a purchase order describing the change has been issued by the Corporation.

23. Character and Employment of Workers

- (1) The Contractor shall employ only orderly, competent and skilful workers to ensure that the works are carried out in a respectable, professional manner.
- (2) In the event that any person employed by the Contractor in connection with the work arising out of this Contract gives, in the opinion of the Corporation, just cause for complaint, the Contractor upon notification by the Corporation in writing shall not permit such person to continue in any future work arising out of this RFP.

24. Change of Law

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

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.

“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;
or
- v. Any guidance provided from any ministerial authority, circular or best practice note with which the Contractor is legally bound to comply.

If a Change of Law occurs or is about to occur, that has a significant effect on the ability of the Contractor to perform the work or the ability of the Corporation to authorize the performance of the work, or significantly alters the scope of work to be performed, then 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 term 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; and
- 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.

25. Change Management

Corporation requires a change in the Work:

The Corporation 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 Corporation with the Estimate within fifteen (15) working Days of receipt of the Corporation’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 Corporation. 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 Corporation 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 Corporation, 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 provisions herein.

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

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

If the Corporation 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 Corporation'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 Corporation.

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

Change to the Work Proposed by the Contractor:

If the Contractor seeks to propose a change in the Work, it must notify the Corporation. The Contractor must:

- i. Set out the proposed change in the Work in sufficient detail, in writing, to enable to Corporation 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 Corporation is critical, explaining the reasons why. The Corporation shall evaluate the Contractor's proposed change in the Work, taking into account all relevant issues, including whether:
 - vi. A change in the Contract Price will occur;
 - vii. The change affects the quality of the Work or the likelihood of successful delivery of the amended Work;
 - viii. The change will interfere with any relationship of the Corporation with third parties;
 - ix. The financial strength of the Contractor is sufficient to perform the change; and
 - x. The change materially affects the risks or costs to which the Corporation is exposed.

If the Corporation 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 Corporation, 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 Corporation accepts the Contractor's change proposal, the Corporation shall notify the Contractor.

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

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

As new technology is developed or as circumstances and conditions Change, both Parties, without invalidating the Contract, may make, or be required to make, Changes to the Contract and may alter, add to, or deduct from the Work in accordance with this Section.

If new regulation requires a Change in the Work, the Corporation shall notify the Contractor, via written Change Request, describing the required Change in sufficient detail so as to enable the Contractor to calculate and provide a cost estimate (the "Estimate"), if any. As soon as practicable and in any event, within fifteen (15) Business Days after having received notification, the Contractor shall deliver the Estimate to the Corporation. The Estimate shall include the opinion of the Contractor on:

- whether relief from compliance with any other Contract obligations is required if implementation of the Change is to proceed;
- any impact on the provision of the Work;
- any amendment which may be required to be made to the Contract documents as a result of the Change in the Work;
- any Change in Contractor costs that may result from the Change in the Work.

As soon as practicable after the Corporation receives the Estimate, the Parties shall discuss and agree to the contents and terms set out in the Estimate, including providing evidence that the Contractor has used commercially reasonable efforts, including (where practicable) the use of competitive quotes to oblige its Sub-Contractors to minimize any increase in costs and maximize any reduction in costs, and demonstrating that any expenditure to be incurred or avoided has been measured in a cost-effective manner.

If the Contractor does not intend to use its own resources to implement any Change, it shall source 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 to implement the Change.

If the Parties cannot agree on the contents and/or terms of the Estimate, then the disagreement will be resolved in accordance with the dispute resolution and/or termination clause contained herein.

As soon as practicable after the contents of the Estimate have been agreed to, or otherwise resolved pursuant to the dispute resolution procedure contained herein, the Corporation shall issue a Change Request or withdraw, in writing, the proposed Change. The Change Request will confirm in writing, by a person authorized to bind the corporation, that the Corporation has accepted the Estimate as mutually agreed to by the Parties, or resolved through the dispute resolution provisions contained herein, and will authorize the Contractor to proceed with the Change.

If the Corporation issues a Change Request, the relevant Change shall be implemented within sixty (60) Business Days of issuance of the Change Request, unless the Parties agree to a different implementation timeframe in writing. All Changes to the Work and/or the Contract shall without exception be documented in writing.

If the Corporation does not confirm in writing, within ninety (90) Business Days, acceptance of the contents of the Estimate having been agreed or resolved pursuant to the sections above, then the Corporation's proposed Change shall be deemed to have been withdrawn.

If the Contractor wishes to propose a Change, it must notify the Corporation via a written Change Request. The Contractor must:

- set out the proposed Change in sufficient detail to enable the Corporation to evaluate it in full;
- specify the Contractor's reasons for proposing the Change;
- request the Corporation to consult with the Contractor with a view to deciding whether to agree to the Change and, if so, what consequential Changes the Corporation requires as a result;
- indicate any implications of the Change, including any anticipated Change in the costs of providing the Services by the Contractor and any potential gain or loss in revenue to the Contractor associated with the proposed Change;
- indicate, in particular, whether a variation to the Fees is proposed and, if so, provide a detailed cost estimate of such proposed Change; and
- identify any timeframe, if applicable, by which a decision by the Corporation is critical, explaining the reasons why.
- The Corporation shall evaluate the Contractor's proposed Change in good faith, taking into account all relevant issues, including whether:
 - a Change in the Fees will occur;
 - the Change affects the quality of the Work or the likelihood of successful delivery of the Changed Work;
 - the financial strength of the Contractor is sufficient to perform the Changes; and

- the Change materially affects the risks or costs to which the Corporation is exposed.

As soon as practicable after delivery of a Change Request, the Parties shall meet and discuss the requested Change. During their discussions, the Corporation may propose modifications or accept or reject the Contractor's proposal. If such Changes affect the cost of performing the Work, the value of the Change to the Fees and the method of determining such value shall be negotiated as well as the applicable Fees.

If the Corporation accepts the Contractor's Change Request (with or without modification), the Corporation will issue a Change Request. The relevant Change shall be implemented by the affected Party (ies) within sixty (60) Business Days of acceptance of the proposal by the Corporation, unless the Parties agree to a different implementation timeframe in writing. All Changes to the Work and/or the Contract shall, without exception, be documented in writing.

If the Corporation rejects the Contractor's Change Request, the Corporation shall provide reasons in writing for the rejection and the matter shall be resolved in accordance with the dispute resolution provisions contained herein.

Unless, the Corporation specifically agrees in writing to an increase in the Fees, there shall be no increase in the Fees as a result of a Change proposed by the Contractor.

No Change shall be undertaken by the Contractor, without delivery of a written order of the Corporation, except in an emergency endangering life or property, and no claims for additional compensation shall be valid unless the Change was ordered.

26. Accessibility for Ontarians with Disabilities Act (AODA)

The Accessibility of Ontarians with Disabilities Act, 2005 (AODA), is a law passed by the Ontario legislature that allows the government to develop specific standards

of accessibility and to enforce them. The standards are made into laws called regulations, and they provide the details to help meet the goal of the AODA, which is a fully accessible Ontario by 2025.

In 2007, the Ontario Government adopted the first AODA Standard, Ontario Regulation 429/07, respecting Accessibility Standards for Customer Service. All public sector organizations in Ontario, including the Corporation, must comply with this regulation. The Accessibility Standard for Customer Service also applies to third parties that provide goods and services to members of the public on behalf of a public sector organization.

The Corporation requires all third party vendors to warrant being compliant with the Accessibility Standards. It is the Contractor's responsibility to ensure that it is fully aware of, and meets all requirements under the AODA and associated regulations.

Further information on compliance can be found at the Ministry of Community and Social Services website:

<http://www.mcsc.gov.on.ca/mcsc/english/pillars/accessibilityOntario/accesson/compliance>.

Upon award and prior to commencement of the work, the Contractor(s) must provide confirmation of completion of AODA training.

27. Duty to Notify

If the Contractor becomes aware of any problem and/or condition which may adversely affect the supply, delivery and installation, or the cost, functional capability or performance, of the Deliverables to be provided, or the ability of the Proponent to conform with any Specifications for the term of the Contract, then the Contractor shall promptly, and in no event more than two (2) Business Days after becoming aware of same, notify the Corporation, in writing, of such occurrence and of the nature of the relevant problem or condition in sufficient detail to permit

the Corporation to understand the nature and scope thereof. In any event, the Contractor will provide such written progress reports to the Corporation as reasonably requested by the Corporation but not less frequently than monthly unless otherwise agreed to in writing by the Corporation.

28. Assignment of Contract

The Contractor shall not assign transfer, convey, sublet or otherwise dispose of this Contract or their right, title or interest therein, or his power to execute such Contract, to any other person, company or Municipality, without the previous consent, in writing, of the Corporation whose consent shall not be unreasonably withheld.

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 Corporation assigning the Contract or any part therein. 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 Corporation 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.

29. Force Majeure

- (1) Neither party shall be liable to the other to perform any obligations under this agreement due to causes which are beyond their reasonable control and of a nature which has the power or authority to remedy, including, without limitation, acts of God, acts of civil or military disturbances, fires, floods, epidemics, wars and riots. In the event of such an occurrence, the party claiming relief shall give prompt written notice thereof to the other party and any time for performance of an obligation shall be extended by the time equal to the length of delay attributable to such occurrence.
- (2) 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.
- (3) 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 Corporation 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.

- (4) Proponents, by making a submission, acknowledge that Ontario Municipalities are subject to the Waste Diversion Act, 2002, (SO 2002, c6) (WDA) and Provincial Blue Box Program Plan (BBPP), which are outside the control of the Corporation. Repeal, replacement or amendment of either, the WDA and/or BBPP may change the operation of any Contract awarded under this RFP sufficiently to be classified, in the sole discretion of the Corporation, as a “Force Majeure” event. The parties hereby acknowledge that the Waste-Free Ontario Act, 2016 (WFA) has received Royal Assent in June, 2016, and the WFA, along with associated regulations, may operate to change the scope of work of any contract(s) awarded under this RFP.
- (5) In the event of a strike or lockout, the Contractor is responsible to maintain all collection and processing services, to whatever reasonable degree possible and, if necessary, in co-operation with the Corporation as specified in the “Force Majeure” clause above.
- (6) Within 30 days of the award of any contract, the Contractor shall submit to the Corporation a contingency plan explaining in detail how performance of the service during any strikes and/or lockouts, fire or other significant work interruption shall be maintained at the Contractors cost. Such plan shall become a part of the contract and shall be subject to all the terms of the contract. Failure to submit a sufficient contingency plan, in the sole discretion of the Corporation, may result in termination of the contract.

30. Confidentiality

- (1) Each party acknowledges that during the course of this Contract, it may acquire information about certain matters and things which are confidential to the other, and that such information is the exclusive property of the other, including information relating to residents or to business and financial affairs (“Confidential Information”). Confidential Information does not include information that was in the public domain other than by reason of acts or omissions by the goods and/or services Provider of the goods and/or

services Provider Personnel or that the goods and/or services Provider or the goods and/or services Provider Personnel lawfully received in good faith from a third party lawfully in possession of same and entitled to disclose same, or where otherwise required by law.

- (2) Each party who receives Confidential Information (the "Receiving Party") of the other party (the "Disclosing Party") shall hold such Confidential Information in trust and confidence for and on behalf of the Disclosing Party and shall not, except as expressly authorized hereunder or in writing by the Disclosing Party, use, copy or disclose to any third party any Confidential Information so received.
- (3) Each Receiving Party shall take appropriate action by instruction, agreement or otherwise to ensure that its directors, officers, consultants and agents are required to keep confidential all Confidential Information of the Disclosing Party that is disclosed to or comes into the possession of any of them. The Receiving Party shall disclose Confidential Information only to those of its directors, officers, employees, consultants and agent who legitimately and reasonably require the same in connection with fulfilling that party's obligations under this Agreement.
- (4) The Disclosing Party retains title to all such Confidential Information and may require that Receiving Party to return or destroy the Disclosing Party's Confidential Information upon termination or expiration of this Contract.
- (5) Notwithstanding any other provision in these terms and conditions, Confidential Information shall not include information that is or becomes a part of the public domain through no fault of the Receiving Party or anyone for whom the Receiving Party is responsible at law, is received by the Receiving Party from a third party free of restriction, or can be established by written evidence to be already in the Receiving Party's possession without obligation of confidentiality prior to disclosure by the Disclosing Party.

- (6) In the event either party breaches the confidentiality provisions of this Contract, the breaching party acknowledges that the non-breaching party's remedies at law for such injury will be inadequate and the non-breaching party will be entitled to an immediate injunction from a court of competent jurisdiction, in addition to all other legal or equitable remedies for such breach.
- (7) The goods and/or services Provider may not, in its advertising or otherwise, indicate that it has or may supply goods and/or services to Site, without the express written consent of the Site Supervisor.

31. Confidentiality of Personal Information

- (1) The goods and/or services Provider will cooperate with any privacy assessment or audit conducted by or on behalf of the Site.
- (2) In the event that the Site makes a formal complaint to the goods and/or services Provider in respect of the goods and/or services Provider's compliance with these confidentiality/privacy provisions, the goods and/or services Provider shall, within five (5) days of receipt of the complaint, investigate the matter and provide the Site with an oral report stating the cause of the deficiency, if any, and the steps taken to prevent a recurrence, if required. Within a further five (5) days, the goods and/or services Provider shall provide the Site with a written report documenting the complaint, investigation, deficiency, if any, and the steps taken to prevent a recurrence, if required.

32. General

- (1) Notice

Any notice shall be in writing and may be delivered by hand or by courier, by registered mail, or by facsimile or other electronic means that provides a paper record of the text of the notice, addressed to the Party for whom it is intended at the address in the Contract or at the last address of which the sender has received

notice in accordance with this section. Any notice shall be deemed to be effective on the day it is delivered, mailed or electronically sent.

(2) Governing Law

This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. The courts of the Province of Ontario shall have jurisdiction to entertain any action arising under this Contract or any other agreement, document or instrument contemplated herein and the parties hereby accept and irrevocably submit to the jurisdiction of the said courts and acknowledge their competence and agree to be bound by any judgment thereof.

(3) Severable

If any provision of this Contract shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected or impaired thereby and such invalid, illegal or unenforceable provision shall be severable from the remainder of this Contract.

(4) Entire Agreement

This Contract constitutes the entire Contract between the parties and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, among the parties with respect thereto.

(5) Amendments

No amendment or modification of this Contract shall be binding unless in writing and signed by the authorized representatives of the parties.

(6) Waiver

No waiver by a party to this Contract of any breach of any of the provisions of this Contract by any other party to this Contract shall take effect or be binding upon the party unless in writing and signed by such party. Unless otherwise provided therein, such waiver shall not limit or affect the rights of the party with respect to any other breach.

(7) Successors and Assigns

This Contract shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. Neither party hereto may assign this Contract or any part hereof without the prior written consent of the other party hereto.

(8) Counterparts

This Contract may be executed in counterparts each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

(9) Survival

The goods and/or services Provider's obligations pursuant to Section 30 "Confidentiality", Section **Error! Reference source not found.** "Indemnification" and Section 7 "Insurance" hereto shall survive the expiry or termination of the Contract as shall any other provision of the Contract which, by the nature of the rights or obligations set out therein, might reasonably be expected to be intended to so survive.

Appendix D – Statement of Insurability

RFP #18-P19

Operation of Solid Waste Recycling Program and Curbside Solid Waste Collection Service

We, the undersigned, (the Underwriters or Brokers) hereby verify to the Corporation of the City of Cornwall that

_____ (The Respondent) can obtain the following insurance coverage as outlined in RFP #18-P19, should the proposal of _____ (The Respondent), dated _____, submitted in response to the RFP #18-P19 issued by the Corporation of the City of Cornwall dated _____, for the provision of the Operation of the Solid Waste Recycling Program and Curbside Solid Waste Collection Services, be accepted.

During the life of the contract, the Contractor will be required to take on and maintain in force at its sole cost and expense, the following insurance coverage as per specified in our insurance sections including any addendums of the Contracted Request for Proposal.

CGL (Commercial General Liability) in the amount of \$5,000,000.

Automobile Liability in the amount of \$5,000,000.

Prior to the commencement of the work, the Successful Contractor must provide the City of Cornwall with Certificate(s) of Insurance as per specified in the Contracted Request for Proposal.

If this form is being completed by a Broker, the Broker shall list the name and address of the Insurance Company(ies) from which the above cited coverage(s) will be provided.

Dated this _____ day of _____, 2018.

Name of Insurance Broker: _____

Address: _____

Name of Underwriter(s): _____

Address: _____

Printed Name: _____

Authorized Signature: _____

Appendix E – Bid Labels

OFFICIAL BID DOCUMENT – Technical Proposal

RFP #18-P19

**Operation of Solid Waste Recycling Program and
Curbside Solid Waste Collection Service**

COMPANY NAME: _____

DUE DATE: **December 5, 2018 @ 4:30 p.m. (local time)**

DELIVER TO:

**The Office of the Purchasing Supervisor
Corporation of the City of Cornwall
Purchasing Services
100 Water Street East,, Suite 104
Cornwall, ON K6H 6G4**

The Proponent shall complete and affix (glue/tape) this page to the outside of their sealed envelope for their Technical Proposal prior to submission so that it is visible to the Office of the Purchasing Supervisor.

Official Bid Document (Label)

OFFICIAL BID DOCUMENT – Pricing Proposal

RFP #18-P19

**Operation of Solid Waste Recycling Program and
Curbside Solid Waste Collection Service**

COMPANY NAME: _____

DUE DATE: **December 5, 2018 @ 4:30 p.m. (local time)**

DELIVER TO:

**The Office of the Purchasing Supervisor
Corporation of the City of Cornwall
Purchasing Services
100 Water Street East,, Suite 104
Cornwall, ON K6H 6G4**

The Proponent shall complete and affix (glue/tape) this page to the outside of their **sealed pricing envelope** prior to submission so that it is visible to the Office of the Purchasing Supervisor.

Official Bid Document (Label)

Appendix F – Pricing forms

RFP #18-P19

Operation of Solid Waste Recycling Program and Curbside Solid Waste Collection Service

Garbage and recycling collection

The Proponent is to complete the tables below and include them in their Price Proposal envelope. The Corporation has identified two service level options. Proponents must provide their price to provide the services identified in Option 1 and Option 2 for garbage and recycling collection.

Option 1 – Current level of service

- Weekly curbside collection of garbage from residential, multi-residential, BIA and IC&I stops;
- Weekly curbside collection of single stream recyclable materials from residential, multi-residential, BIA and IC&I stops;
- Curbside collection of Bulk Waste from residential stops.

Option 2 – Modified level of service

- Weekly curbside collection of garbage from residential, multi-residential, BIA and IC&I stops;
- Weekly curbside collection of single stream recyclable materials from residential, multi-residential, BIA and IC&I stops;
- Collection of garbage and recyclable material from multi-residential, commercial and municipal stops using 60/90/95 gallon roll carts;
- Introduction of a City wide limit of 6 bags commencing April 1st 2019 for the curbside collection of garbage; and
- Introduction of a City wide Mandatory Recycling Policy commencing 2020.

Processing and marketing of recyclable material

The Proponent is to complete the tables below and include them in their Price Proposal envelope. The Corporation has identified two processing options. Proponents must provide their price to provide the services identified in Option A and if they wish may also provide a price for Option B operating transfer station and processing at an Alternative MRF.

Option A

- Processing and marketing of recyclable material at the City of Cornwall MRF.

Option B - Provisional

- Processing and marketing of recyclable material at a MRF other than the City of Cornwall's.
- Operating the current MRF space owned by the City of Cornwall as a Transfer Station for recyclable material to be collected and transferred from.

RFP #18-P19
Garbage and Recycling Collection Pricing Form
Option 1 – Current level of service

Type of Stop	Number of Stops (estimated for 2019) (a)	Garbage Collection Stop Unit Price (b)	Total Garbage Collection Price/Year (c=a x b)	Recycling Collection Stop Unit Price (d)	Total Recycling Collection Price/Year (e=a x d)	Total Annual Price for Garbage and Recycling (c+e)
Residential (16,719 households)	14,061	\$	\$	\$	\$	\$
Multi-Residential Buildings with 7 or more units (3603 units- estimated that 50% of the stops currently participate in garbage)	138 (69 participate in garbage)	\$	\$	\$	\$	\$
Industrial, Commercial, and Institutional (694) (50% participation rate in garbage and 40% participation in recycling) • 50 Public Waste Receptacles • 17 City Facilities	761 (397 participate in garbage) (278 participate in recycling)	\$	\$	\$	\$	\$
Business Improvement Area Industrial, Commercial, and Institutional (2 times a week service) 100% participation in garbage and recycling	266	\$	\$	\$	\$	\$
Sub-Total for Option 1 Transfer Sub-total to Pricing Form Summary						\$

RFP #18-P19
Garbage and Recycling Collection Pricing Form
Option 2 – Modified level of service

Type of Stop	Number of Stops (estimated for 2019) (a)	Garbage Collection Stop Unit Price (b)	Total Garbage Collection Price/Year (c=a x b)	Recycling Collection Stop Unit Price (d)	Total Recycling Collection Price/Year (e=a x d)	Total Annual Price for Garbage and Recycling (c+e)
Residential (16,719 households)	14,061	\$	\$	\$	\$	\$
Multi-Residential Buildings with 7 or more units (3603 units- estimated that 50% of the stops currently participate in garbage)	138 (69 participate in garbage)	\$	\$	\$	\$	\$
Industrial, Commercial, and Institutional (694) (50% participation rate in garbage and 50% participation in recycling) • 50 Public Waste Receptacles • 17 City Facilities	761 (397 participate in garbage) (397 participate in recycling)	\$	\$	\$	\$	\$
Business Improvement Area Industrial, Commercial, and Institutional (2 times a week service) 100% participation in garbage and recycling	266	\$	\$	\$	\$	\$
Sub-Total for Option 2 Transfer Sub-total to Pricing Form Summary						\$

RFP #18-P19

Recycling Processing & Marketing Pricing Form

Marketing and Residual Management	Est. Yearly Qty of Marketed Tonnes (a)	Marketing Unit Price \$/per tonne (b)	Total Marketing \$/year (c=axb)	Est. Yearly Qty of Residual Tonnes (d)	Residual Unit Price \$/per tonne (e)	Total Residual \$/year (f=dxe)	Est. Yearly Qty of Processed Tonnes (g)	Processing Unit Price \$/per tonne (h)	Total Processing \$/year (i=gxh)	Total Annual Cost Processing (c+f+i)
Option A - Corporation's Facility	4275	\$	\$	225	\$77.00 per tonne (2019 Corporate Rate)	\$17,325	4500	\$	\$	\$ Transfer Total to Pricing Form Summary
<i>Option B - Alternative Facility (Provisional)</i>	N/A	<i>Composite Index Pricing</i>	N/A	225	\$	\$	4500	\$	\$	\$

RFP #18-P19

Operation of Solid Waste Recycling Program and Curbside Solid Waste Collection Service

Summary of Pricing Forms

Option 1 – Current level of service	Total Cost per year	Number of Years	Total Contract Price
Garbage and Recycling Collection	\$	7	\$
Recycling Processing & Marketing (Option – A Corporation's Facility)	\$	7	\$
Sub-Total			
Harmonized Sale Tax (HST)			
Contingency			\$50,000
OPTION 1 TOTAL CONTRACT PRICE			

Option 2 – Modified level of service	Total Cost per year	Number of Years	Total Contract Price
Garbage and Recycling Collection	\$	7	\$
Recycling Processing & Marketing (Option – A Corporation's Facility)	\$	7	\$
Sub-Total			
Harmonized Sale Tax (HST)			
Contingency			\$50,000
OPTION 2 TOTAL CONTRACT PRICE			

EARLY TERMINATION OF CONTRACT BASED ON AMENDMENTS TO LEGISLATION- Option 1 & A

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 legislative requirements including but not limited to the Waste Free Ontario Act (WFOA) and any applicable statutes, policies, programs, regulations and standards including but not limited to the Provincial Blue Box Program Plan (collectively referred to as “Applicable Law”) outside the control of the Corporation. 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 services under this RFP in such a manner that in the sole and absolute discretion of the Corporation, the services provided under the Contract for blue box services are no longer required or necessary to the Corporation. If the services provided by the Proponent are no longer necessary to Corporation due to a change in Applicable Law, the Corporation 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 Corporation within 30 days of the repeal, replacement 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.

Contract Year	Cost Incurred to terminate Recycling Collection	Cost Incurred to terminate Recycling Processing	Cost incurred to terminate Recycling processing and collection	Description of Cost Incurred
Year 3				
Year 4				
Year 5				
Year 6				
Year 7				

EARLY TERMINATION OF CONTRACT BASED ON AMENDMENTS TO LEGISLATION- Option 2 & A

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 legislative requirements including but not limited to the Waste Free Ontario Act (WFOA) and any applicable statutes, policies, programs, regulations and standards including but not limited to the Provincial Blue Box Program Plan (collectively referred to as “Applicable Law”) outside the control of the Corporation. 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 services under this RFP in such a manner that in the sole and absolute discretion of the Corporation, the services provided under the Contract for blue box services are no longer required or necessary to the Corporation. If the services provided by the Proponent are no longer necessary to Corporation due to a change in Applicable Law, the Corporation 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 Corporation within 30 days of the repeal, replacement or amendment to Applicable Law.

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Contract Year	Cost Incurred to terminate Recycling Collection	Cost Incurred to terminate Recycling Processing	Cost incurred to terminate Recycling processing and collection	Description of Cost Incurred
Year 3				
Year 4				
Year 5				
Year 6				
Year 7				

EARLY TERMINATION OF CONTRACT BASED ON AMENDMENTS TO LEGISLATION- Option 1 & B

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 legislative requirements including but not limited to the Waste Free Ontario Act (WFOA) and any applicable statutes, policies, programs, regulations and standards including but not limited to the Provincial Blue Box Program Plan (collectively referred to as “Applicable Law”) outside the control of the Corporation. 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 services under this RFP in such a manner that in the sole and absolute discretion of the Corporation, the services provided under the Contract for blue box services are no longer required or necessary to the Corporation. If the services provided by the Proponent are no longer necessary to Corporation due to a change in Applicable Law, the Corporation 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 Corporation within 30 days of the repeal, replacement or amendment to Applicable Law.

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Contract Year	Cost Incurred to terminate Recycling Collection	Cost Incurred to terminate Recycling Processing	Cost incurred to terminate Recycling processing and collection	Description of Cost Incurred
Year 3				
Year 4				
Year 5				
Year 6				
Year 7				

EARLY TERMINATION OF CONTRACT BASED ON AMENDMENTS TO LEGISLATION- Option 2 & B

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 legislative requirements including but not limited to the Waste Free Ontario Act (WFOA) and any applicable statutes, policies, programs, regulations and standards including but not limited to the Provincial Blue Box Program Plan (collectively referred to as “Applicable Law”) outside the control of the Corporation. 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 services under this RFP in such a manner that in the sole and absolute discretion of the Corporation, the services provided under the Contract for blue box services are no longer required or necessary to the Corporation. If the services provided by the Proponent are no longer necessary to Corporation due to a change in Applicable Law, the Corporation 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 Corporation within 30 days of the repeal, replacement or amendment to Applicable Law.

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Contract Year	Cost Incurred to terminate Recycling Collection	Cost Incurred to terminate Recycling Processing	Cost incurred to terminate Recycling processing and collection	Description of Cost Incurred
Year 3				
Year 4				
Year 5				
Year 6				
Year 7				

List of Schedules

Schedule A -	Waste Information Guide and Collection Schedule & Map
Schedule B -	Solid Waste Bylaw and Amendments
Schedule C -	Landfill Restriction of Recyclable Solid Waste Policy & Procedures Manual
Schedule D -	Solid Waste Management Master Plan
Schedule E -	Noise Bylaw and Amendments
Schedule F -	Global Positioning Satellite (GPS) – Automated Vehicle Locator Minimum Specifications
Schedule G -	Multi-Unit Residential Recycling Locations
Schedule H -	Industrial, Commercial and Industrial Recycling Locations
Schedule I -	City of Cornwall Buildings with Recycling Facilities
Schedule J -	Map of Downtown Business Improvement Area
Schedule K -	Map of Le Village Business Improvement Area
Schedule L -	BIA Garbage and Recycling Collection Information Guide
Schedule M -	Material Recovery Facility Lease Agreement
Schedule N -	Statistical Information regarding material collection and processing