



**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY**

**PROCUREMENT #15-2021
WASTE MANAGEMENT & RECYCLING COLLECTION SERVICES**

Submissions will be received until 11:00 AM local time on:

OCTOBER 20th, 2021

Quotations will be received at the Township of South Glengarry office:

ATTN: Kelli Campeau – Clerk
kcampeau@southglengarry.com

Township of South Glengarry
Box 220, 6 Oak Street,
Lancaster Ontario,
K0C 1N0

Persons interested in procuring may obtain the necessary documents and specifications from our website at www.southglengarry.com. Late submissions will not be accepted.

LOWEST OR ANY PROCUREMENT NOT NECESSARILY ACCEPTED

1. Introduction

Requirement

The Township of South Glengarry, (hereafter referred to as the “Township”), is seeking proposals from qualified firms to provide waste management collection services for a term of three (3) years with the possibility of an additional two (2) year contract.

The following lists the collection services requested by the Township:

- Recycling Collection
- Garbage Collection
- Yard waste, brush, and Christmas trees.
- Large Item Pick Up
- Organic//Compost Waste Pick up

The collected waste will be delivered to the following locations:

- Recyclables: Location at Municipalities Discretion based on cost
- Garbage: Beaverbrook landfill Rd, 19281 Beaverbrook Rd
North Lancaster Landfill, 4582 Second Line Rd
- Yard Waste: Municipalities Discretion based on cost
- Large Item Pickup: Beaverbrook landfill Rd, 19281 Beaverbrook Rd
- Organic/Compost Waste Pick up: Location at Municipalities Discretion based on cost

Currently garbage is collected weekly, and recyclables are collected biweekly. Both collections occur on the same day.

The Work has been divided into different “Parts” that include some or all of the aforementioned work as follows. Proponents can submit proposals on Parts A, B, C, D, or E, F.

PART	COLLECTION TYPE	DESCRIPTION
A	Recycling- weekly	Weekly residential single and multi-family collection with alternating weeks for fibre and container collection. (Double Stream)
B	Recycling Bi-weekly	Biweekly residential single and multi-family collection (Single Stream)
C	Garbage-Weekly	Weekly residential garbage collection
D	Yard Waste- Seasonal	Leaf and Yard Waste May 9, 2022. Week of May 24 th , 2022. Free Access to Landfill May 24 th , 28 th at Beaverbrook and June 4 th at North Lancaster with the possibility of an extra-large pick up and Leaf and Yard Waste collection days.
E	Large item collection	The week after Victoria Day (End of May)
F	Organic Waste Collection	Weekly or Biweekly

1.1. RFP Schedule

The following is a tentative schedule to assist Proponents:

Item	Date
RFP Issued	September 23 rd , 2021.
Last Date for Questions Submission	October 15 th , 2021.
Last Date for Issuance of Addenda	October 18 th , 2021.
RFP Close	October 20 th , 2021.
Anticipated Award by Municipal Council	November 1 st , 2021.
Contract Start Date	December 1 st , 2021.

1.2. Period of Proposed Contract

The proposed period of contract is three (3) years with the possibility of a Two (2) year extension. The Contract start is December 1st, 2021. All contract prices will be adjusted using the CPI adjustment formula defined in Section 16.6.

1.3. Project Authority

The services provided will be subject to review and acceptance by the Township.

1.4. Inquiries and Addendum

All inquiries regarding this Request for Proposals (RFP) are to be directed to Kelli Campeau, Clerk kcampeau@southglengarry.com. Inquiries must be received in writing (e-mail) no later than October 15th, 2021.

1.5. Submission Format

Respondents should submit one (1) electronic copy on a USB drive in a sealed package. Quotations should be prominently marked with the RFP title and number (see RFP cover), with the full legal name and return address of the respondent.

1.6. Quotations to Be Submitted on Time

Quotations must be submitted at the location set out above on or before the Submission Deadline. Quotations submitted after the Submission Deadline will be rejected.

1.7. Quotations to Be Submitted in Prescribed Format

Respondents should submit one (1) electronic copy on a USB drive in a sealed package. Quotations should be prominently marked with the RFP title and number (see RFP cover), with the full legal name and return address of the respondent.

1.8. Amendment of Quotations

Respondents may amend their quotation prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFP title and number and the full legal name and return address of the respondent to the location set out above. Any amendment should clearly indicate which part of the quotation the amendment is intended to amend or replace.

1.9. Withdrawal of Quotations

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a respondent may withdraw a submitted quotation. To withdraw a quotation, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the respondent. The Township is under no obligation to return withdrawn quotations.

1.10. Public Opening

An official public opening of submitted proposals will take place at 12:00 p.m. local time October 20th, 2021, via Zoom.

Register in advance for this webinar:

https://us02web.zoom.us/webinar/register/WN_BnJaV3MzQruPpqkMR8I0kw

2. Submission Instructions

2.1. Closing Date and Time

Proposals must be received at this location **NO LATER THAN 11:00 A.M. LOCAL TIME, on October 20th, 2021**

Respondents are solely responsible for ensuring bids are received by the Township prior to the closing date and time.

Only the names of the Proponents who have submitted a proposal will be identified at the Bid Opening; Bid prices will not be disclosed at the Bid Opening.

Proposals will be received at the Township of South Glengarry offices, 6 Oak Street, Lancaster, Ontario:

Attention: Kelli Campeau – Clerk
Township of South Glengarry
Box 220, 6 Oak Street,
Lancaster Ontario,
K0C 1N0

2.2. Informal or Unbalanced Bids

All entries in the Bid Forms shall be made in ink. Un-initialed changes or entries made in pencil shall be deemed invalid. Bids which are incomplete, illegible, or obscure, or that contain additions not called for, erasures, alterations (unless properly and clearly made and initialed by the Bidder's

2.3. Late Submissions

Proposals received by the Township after the specified closing time will be returned, unopened, to the proponent.

2.4. Period of Acceptance

The Proposal submission is to remain firm for acceptance for a period of ninety (90) days from the date of RFP closing.

2.5. Questions/Inquiries

- Proponents are advised that all communications with the Township related to this RFP prior to the closing date can be sent to Kelli Campeau, Clerk kcampeau@southglengarry.com
- Clarification requests are to be sent in writing to the individual mentioned above. No clarification requests will be accepted by telephone.
- Responses to clarification requests will be provided to all Proponents in writing in the form of an Addenda which will be sent to each proposal taker and posted on the Municipalities website.
- The Township assumes no responsibility from any verbal (spoken) information from any Municipal Staff or from any Consultant firms retained by the Township, or from any other person or persons who may have an interest in this Proposal. Amendments or changes to this Proposal prior to the closing date and time stated herein will only be in the form of written addenda and said addenda will be issued by Clerk of the Township of South Glengarry. Any Addendum will be posted on the Township's web site.
- It is the Proponent's sole responsibility to check this Web Site regularly to inform itself of any posted Addendum. The Township makes no promise or guarantee that addenda will be delivered by any means to any proponent. By submitting a proposal in response to this Proposal, the proponent acknowledges and agrees that addenda shall only be posted on the Township's Web Site, and it is the sole responsibility of the proponent to check this website for said addenda.

- Failure to acknowledge receipt of all addenda on the Form of Proposal will result in the submission being rejected.
- Each Proponent must review all proposal documents and promptly report and request clarification of any discrepancy, deficiency, ambiguity, error, inconsistency, or omission contained therein. Any such request must be submitted to the Township in writing, prior to October 15th, 2021
- Where a request results in a change or a clarification to the proposal, the Township will prepare and issue an Addendum to this proposal as stated in Section 1.5.

2.6 Rights Reserved by the Township

- The Township is not liable for any costs incurred by the Proponent in the preparation of their response to the RFP or selection interviews, if required. Furthermore, the Township shall not be responsible for any liabilities, costs, expenses, loss, or damage incurred, sustained, or suffered by any Proponent, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the Township of any proposal, or by reason of any delay in the award of the proposal.
- The lowest proposal will not necessarily be accepted. The Township reserves the right to accept/reject any or all proposals and/or reissue the RFP in its original or revised form.
- The Township reserves the right to request specific requirements not adequately covered in a Proponent's initial submission and clarify information contained in the RFP.
- The Township reserves the right to modify all requirements stated in the RFP at any time prior to the possible awarding of a contract.
- The Township reserves the right to cancel this RFP at any time, without penalty or cost to the Township. This RFP should not be considered a commitment by the Township to enter any contract.
- In the event of any disagreement between the Township and Proponent regarding the interpretation of the provisions of the RFP, the Chief Administrative Officer or individual acting in that capacity, shall make the final determination as to interpretation.
- The Township envisions awarding a single contract because of this RFP to a single Contractor. However, Proponents are advised that the Township may elect to award separate contracts for separate Parts of the Work.
- Proposals should be submitted in the format requested, with an index and preferably including the criteria subject to point rating in a clear identifiable location. If a Proponent feels that the conditions will restrict it unnecessarily in any way, it should so state in its proposal. Any deviation from the stipulated conditions should

be given in detail with an explanation as to why such deviations are being proposed. The Township reserves the right to accept the proposal as submitted without prior negotiations. It is the responsibility of the Proponent to obtain clarification of the requirements contained herein, if necessary, prior to submitting a proposal.

- Each proposal will be evaluated solely on its content. Assessment of the proposals commences immediately after closing date.
- The Township reserves the right to accept or reject any or all proposals received or to cancel the RFP in its entirety, all without any right or recourse on the part of any Proponent, and to seek clarification from one or more Consultants on the contents of their proposal's submission.
- This RFP does not commit the Township to award a contract or to pay any costs incurred in the preparation of a proposal, or attendance at a meeting with Municipal Staff.
- The Township will only make official modifications to the RFP through official addendum issue. Any oral statement or other representation from any source should not be accepted as binding, unless confirmed through an official written addendum.

2.7 Treatment of Information

- The information submitted in response to this RFP will be treated in accordance with the relevant provisions of the Municipal Freedom of Information and Protection of Privacy Act.
- The Proponent does, by the submission of a proposal, accept that the information contained in it will be treated in accordance with the process set out in this section of the RFP.

2.8 Certificate of Approval

- Proponents are required to submit a copy of their provisional Certificate of Approval as authorized and issued by the Ministry of Environment, Conservation, and Parks.

3.0 CVOR

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

3.1. Proposal Deposit

- Proponents are required to submit an original proposal deposit with their proposal in the amount of \$50,000 in the form of a Bid Bond, Irrevocable Letter of Credit, Certified Cheque, Bank Draft, or Canadian Currency. Photocopies or faxed copies of Proposal Deposits will result in the proposal being rejected.
- Proposal deposits, except for the two (2) highest ranked proposal will be returned within three (3) weeks, unless otherwise determined by the Township after the proposal opening. The two remaining deposits will be returned after award of the proposal by the Township of South Glengarry Council. Where terms and conditions of a proposal require the execution of an agreement, the two (2) remaining deposits will be returned upon execution of the agreement.
- It is to be noted that proponents who elect to use cash or certified cheque as a proposal deposit will not be paid any interest by the Township.

3.2 Letter of Agreement to Bond/Letter of Guarantee

- An original Letter of Guarantee from a recognized Financial Institution or Letter of Agreement from a bonding agency licensed to operate in the Province of Ontario must be included with the proposal confirming that if the proponent is successful, the necessary guarantee will be issued.
- Letters of Agreement submitted, must bear an original signature of the issuer and the proponent. Photocopies or faxed copies of Letters of Agreement/Letters of Guarantee will result in the proposal being rejected.

3.4 Technical Submission Requirements

- The Township is requesting proposals from firms who are both interested and capable of undertaking the work.
- The onus is on the Proponent to show their knowledge, understanding, and capacity to conduct the work outlined in the RFP.
- Proposals will be assessed according to how well they assure the Township's success in relation to the submission requirements. The detail and clarity of the Proposals will be considered indicative of the Proponents expertise and competence.
- All information provided in response to this RFP must contain sufficient detail to support the services being proposed. Incomplete submissions will not be considered.
- All prices must be stated in Canadian funds. Prices must also be inclusive of customs, duty, and freight.

3.5 Evaluation

- The evaluation of Proposals will be conducted by an Evaluation Committee consisting of representatives of the Township, in accordance with Municipal Procurement of Goods and Services Policy and the procedures described in this RFP.
- The Township may be assisted by, and may consult with, various technical, financial, and legal advisors in relation to any or all aspects of this RFP. The appointment of, and consultation by, and one or more of these advisors or consultants will be at the Township's sole and absolute discretion. The Township may use any such advisors and consultants in any way it, in its discretion, considers useful. All decisions on whether a submission to the RFP meets (or to what degree it meets) the stated requirements are decisions within the consensus of the Evaluation Committee.
- Proponents are advised that all determinations and decisions made on behalf of the Township relating to this RFP and any submissions by Proponents, including without limitation, whether the submissions meet the Mandatory Requirements and the extent to which scoring, and points are awarded, are within the Township's sole and absolute discretion and are final and binding without appeal whatsoever.
- The Township reserves the right to request clarification information from Proponents on the content of their proposal at any time(s) after the RFP submission due date, including during the evaluation state. The Township reserves the right at its sole discretion, to hold clarification meetings with some or all the Proponents, including during the evaluation state. All correspondence related to clarifications must be in writing. The Township is under no obligation to request that a Proponent provide missing or deficient information.
- Proposal evaluation and selection of a preferred Proponent by the Township will follow a five (5)-step process:

Step 1: Opening of the Technical Submissions and the screening for Specified Mandatory Requirements.
Step 2: Technical Submissions meeting the Specified Mandatory Requirements will proceed to detailed evaluation and scoring.
Step 3: For Technical Submissions that score 80% or higher on their detailed Evaluation and Scoring, the Financial Submission will be opened.
Step 4: For Submissions reaching Step 4, a determination of the combined technical and financial score will be made out of 100. The combined technical and financial score out of 100 will be a weighted score based on a weighting of 25% for the Technical Proposal and 75% for the Financial Proposal. This process will be undertaken for each aspect of the work (i.e., Part A through D)
Step 5: The highest overall, average score will determine the preferred Proponent(s).

Additional details on each of the above steps are provide below.

Step 1- Screening of Proposals for Specified Mandatory Requirements

The purpose of this step is to screen out proposals that do not meet the Specified Mandatory Requirements Proposals, not clearly meeting the Specified Mandatory Requirements will be deemed non-responsive and the proposal will be given no further consideration. The Specified Mandatory Requirements are both procedural and financial.

The mandatory procedural requirements include (A-E):

A) Technical, and a separately Financial, Submission.

Please Note: The Technical Proposal must not contain any price information.

Please Note: If more than one corporate entity is involved in the proposal; the arrangements between the various entities must be clearly explained.

B) Copy of the Proponent's CVOR Abstract

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

C) A copy of the Proponent's Certificate of Approval of a Waste Management System

Please Note: A Certificate of Approval of a Waste Management System is required for waste hauling.

D) The proposal Bid Deposit of \$50,000

E) Letter of Agreement to Bond/Letter of Guarantee

Step 2-Detailed Evaluation and Scoring of Technical Submissions

- Only Proposals that have met all of the Specified Mandatory Requirements of Step 1 of the evaluation process will proceed to Step 2.
- Proposals will first be evaluated on technical merit without reference to cost or exceptions. Technical evaluations will be based on the criteria listed below. Technical submissions will be scored out of 100% in accordance with the following

criteria and weights:

- Criterion 1: Project Team Experience and Capability 25%
- Criterion 2: Operational Details: 65%
- Criterion 3: Proposal Quality: 10%
- Proponents must achieve a minimum score of 75% in both Criterion 1 and 2 in addition to an overall combined score of 80% or greater for Criterion 1,2 & 3.
- Step 2 may include written requests for clarification from selected Proponents to obtain comparable information required for decision making. Step 2 may also include a request for a clarification presentation from one or more proponents and such a request does not oblige the Township to request a presentation from one or more Proponents and such a request does not oblige the Township to request a presentation from all Proponents. Requested references in the RFP will be used to validate information provided by the Proponent.
- Each criterion will receive a consensus score. The individual Criterion scores will then be multiplied by the listed weighting factors and the sum of the weighted scores calculated.
- Only those Technical Proposals that achieve an *overall technical score of over 80% or greater* will have their Financial Submission electronic copy opened. The Financial Submission file for Proponents not receiving a minimum technical score of 80% will not be opened and will be returned to the Proponent.

Step 3- Opening of Financial Submissions

- At this step of the evaluation process, the electronic Financial Submissions will be opened for only those Technical Submissions that achieved the required minimum technical score of 80% in Step 2.

Step 4- Determination of Combined Technical and Financial Scores

- For those proposals that reached Step 4, the technical score will be combined with the financial score for each Part of the work, to determine a combined technical and financial score out of 100. The combined technical and financial score out of 100 will be a weighted score based on a weighting of 25% for the Technical Submission and 75% for the Financial Submission. Each Proponent's combined score, for each part of the work, will be averaged and the Proponent with the highest overall, average score would be recommended as the preferred Proponent.
- The technical score component of the combined score will be determined by multiplying the percentage score attained on the Technical Submission by 25

points. For example, a Technical Submission that scored 80% in Step 2 would receive a technical score component in Step 4 of 25 points x .80 score- 20 points.

- The financial score component of the combined score will be determined by assigning 75 points to the Financial Submission that offers the lowest cost for each Part of the work. Other proposals will receive financial scores that are pro-rated based on their respective cost (denominator) as compared to the proposal with the lowest cost per Ton (numerator) multiplied by 75. For example, if the lowest cost, for Part A, was \$35 per household, that Financial Submission would receive a financial score component in Step 4 of 75 points. A Financial Submission that had a cost \$40 per household would receive a financial score component in Step 4 of $35/40 \times 75 = 65.25$ points. This process will be repeated for each Part of the work to determine financial score for each Part of the work. Appendix F shall have no impact to the financial score.
- Following the example above, the 20 points achieved on the technical submission are added to the 65.25 points achieved on the Part A financial submission to arrive at a Part A combined score of 85.25.
- This process will be repeated for each part of the work where the technical points will remain constant throughout the evaluation process. For example, to determine the combined score for Parts B through D, the 20 points achieved on the technical submission will carry forward and will be added to the respectfully assessed financial score.

Step 5- Comparison of Combined Technical and Financial Scores

- The overall, average score from each Proponent will be compared and the Proponent(s) with the highest overall, average score will be rated as the preferred Proponent(s).

Evaluation and Scoring of Technical Submissions

Criteria	Points
1. Project Team Experience and Capability	

<p>A. Experience</p> <p>The Evaluation will consider the Proponent's waste management experience using the following:</p> <ul style="list-style-type: none"> • The experience to undertake the collection service(s) as specified in the RFP • Value of past and current contracts • Size of past and current contracts (number of units served, weekly tonnages) 	50
<p>B. References</p> <p>The evaluation shall consider reference information received by the Township, based on the Proponent's past and current waste management activities over the past 10 years, as well as the Proponent's prior record as a contractor to the Township (if applicable)</p>	150
<p>C. Staff Requirements</p> <p>The evaluation shall consider the Proponent's management capability to perform the services required. The evaluation shall consider the experience of the following key management employees: Senior executive Staff, Contract Manager/Supervisor, Designated fleet manager(s) & Route Supervisor(s), Staff requirements for the contract administration & collection operations.</p>	25
<p>D. Size</p> <p>The evaluation will consider the size of the Proponent's company or organization including:</p> <ul style="list-style-type: none"> • Waste Management facilities in Ontario and Canada • Size of current collection fleet in Ontario and Canada 	25
<p>TOTAL PROJECT TEAM EXPERIENCE & CAPABILITY</p>	250

2. Operational Details- Vehicles	
<p>A. Type of Vehicles and Equipment</p> <p>The Proponent shall provide information on the type of vehicle(s) and equipment to be utilized for the work specified in this RFP. Criteria to evaluate vehicle(s) and equipment include the Make and Model of vehicles and the services to be provided by the Collection vehicles.</p>	100
<p>B. Quantity and Size</p> <p>The Proponent shall provide information on the quantity and size of the Collection vehicles to be utilized for the Work described in the RFP. Criteria to evaluate the vehicles includes the following:</p> <ul style="list-style-type: none"> • Number of collection vehicles to carry out the Work as defined in the RFP • Sufficient information provided on spare vehicles to carry out the work as defined in the RFP, including numbers and types to carry out the work as defined • Capacity of Collection Vehicles • Compartment capacity of Recycling Collection Vehicles (if applicable) 	100
<p>C. Age</p> <p>Age of the vehicles to be used during the Contract</p>	50
<p>D. Fuel and Environmental Issues</p> <p>Incorporation of environmental considerations in the Proponent's submission such as:</p> <ul style="list-style-type: none"> • Alternative fuels • Green fleet initiatives 	50
TOTAL VEHICLES SCORE	300

3.	Operational Details- Work Plan	
A.	The Proponent shall provide information on the proposed Work Plan to be used for the services outlined in the RFP. Criteria to evaluate the Work Plan includes how the service will be provided, estimated number of stops per route, etc.	110
B.	Organizational structure and Staffing plan including number of Staff	20
C.	Flexibility of Work Plan <ul style="list-style-type: none"> • Flexibility to accommodate changes in legislation that potentially could change service delivery • Flexibility to respond to fluctuations in recycling streams, both quantity and type. <input type="checkbox"/> 	20
D.	Vehicle Maintenance Plan <ul style="list-style-type: none"> • Information on Commercial Vehicle Operator's Registration (CVOR) 	50
E.	Contingency Plans that Address: <ul style="list-style-type: none"> <input type="checkbox"/> Bad weather resulting in inability to complete day's route <input type="checkbox"/> Road or bridge closures <input type="checkbox"/> Collection vehicle failure resulting in inability to complete the day's route <input type="checkbox"/> Labour Dispute by the Proponent's employees or the employees of the sub-contractor. <input type="checkbox"/> Increased material quantities in early January due to Christmas holidays and long period between collections due to the different day collection cycle. 	100
TOTAL WORK PLAN SCORE		300
4.	Operational Details-Proponent's Facilities	

<p>A. Proponent shall provide information on Facilities to be utilized for the Work specified in the RFP. The evaluation will consider the sustainability of the proposed Facilities, travel/response time for vehicle maintenance and contingency plans to address collection delays/response times if the Facilities are not located in the Township. The evaluation will also consider if the Facilities satisfactorily meet the location and size required for the office and yard for the storage of fleet.</p>	<p>50</p>
<p>TOTAL PROPONENT’S FACILITIES SCORE</p>	<p>50</p>
<p>5. Proposal Quality</p>	
<p>A. Clarity</p> <p>The Proposal clearly identifies the scope of work offered and clearly describes how the Proponent proposes to satisfy the requirements set out in the RFP. All information is complete and presented in a clear, concise, and well-organized manner. The Proponent has provided a clear table of contents for proposal submissions and/or forms for completion particularly for significant elements.</p>	<p>50</p>
<p>B. Understanding the Township’s Requirements</p> <p>The Proposal demonstrates and understanding of specific goals and objectives as described in the RFP. The Proponent demonstrates a clear commitment in terms of assigning resources to fully support the Projects described in the RFP.</p>	<p>50</p>
<p>TOTAL PROPOSAL QUALITY SCORE</p>	<p>100</p>
<p>TOTAL TECHNICAL SUBMISSION SCORE (sum of Criteria 1 through 5)</p>	<p>1,000</p>

3.6 Overall Selection Process

- An evaluation team, overseen by the Township of South Glengarry, will review all proposals received and score the proposals using a “consensus” approach, in relation to the criteria and points that are identified.
- An award may be made solely based on the proposal’s submission, without a meeting with the Proponent. However, one or more Proponents may be invited to attend a formal interview with the evaluation term, or to provide written clarification on their proposal.

3.7 Specific Requirements

- Technical Submissions must include the following information for each part of Work being proposed. If the information differs between parts, the exceptions or additional information must be so noted.
 1. Experience & References
 2. Staff Requirements
 3. Subcontractors
 4. Proponent’s Company Size
 5. Vehicle Information
 6. Work Plan
 7. Proponent Facilities

3.8 Experience & References

- The Proponent is to describe their general waste management experience in Ontario over the last ten (10) years that has prepared them to undertake waste management collection particularly recycling, garbage, and yard waste services as specified in the RFP document.
- The following information is to be included for past and current waste management collection service contracts over the last (10) years. Please only include information for contracts. The Township shall not be included in the list of previous or current contracts.
 - a) Client Name, Address, Contact Name, and Telephone number
 - b) Services Provided including frequency of collection, number of units serviced, weekly tonnage collected

- c) Collection methods used (such as manual, semi-, or fully automated)
 - d) Operational years and duration of the contract, including any contract extensions
 - e) Vehicle information (such as number of and type of)
 - f) Number of Employees
 - g) Approximate annual value of the contract
 - h) Involvement of sub-contractors, if applicable
 - i) Additional information (such as management of contracts of similar size and scope)
- The Township reserves the right, in its absolute discretion, to contract one or more of the named contract persons to receive reference information for evaluation purposes. The Township may also contact other representatives of the same company or organization for whom the work was performed by the Proponent. The Township may contact representatives in municipalities that are not listed as references where the Proponent has held contracts. Where applicable, the Township will also consider the prior record of the Proponent as a contractor the Township when evaluating reference information.

3.9 Staff Requirements

- The Proponent is to include information on their management capabilities to perform the Work as specified in the RFP. The evaluation shall consider the experience of key management employees and the Staffing requirements for the Contract. The following information must be included:

Senior Executive Staff

- Name(s)
- Experience/Professional Qualifications/Designations
- Responsibilities

Manager/Supervisor

- Name(s)
- Experience/Professional Qualifications/Designations
- Responsibilities

Designated Fleet Manager(s) & Route Supervisor(s)

- Name(s)
- Experience/Professional Qualifications/Designations
- Responsibilities

Administrative Staff

- Number of Staff

- Responsibilities

Collection Service Staff

- Total number of Staff, number of full-time employees, number of temporary employees, number of Collection Vehicle operators (drivers), number of collection Staff (throwers)

3.10 Subcontractors

Proponents are to provide a listing of all subcontractors, their address and telephone number and the scope of work they will be performing for the Contract.

3.11 Proponent's Company Size

The submission must provide a description of the Proponent's company or organization which is to include the following information:

- Current waste management facilities in Canada;
- Current waste management facilities in Ontario;
- Current waste collection fleet size in Canada;
- Current waste collection fleet size in Ontario, and
- Any additional information that may be relevant.

3.12 Vehicle Information

- The following information is required regarding the quantity and size of vehicles to be used in performing the Work specified in the RFP. If the fleet differs between the Parts of Work (A through E) the differences need to be clearly identified.

Collection Vehicles

- Make(s)
- Model(s)
- Type
- Total number of Collection Vehicles:
- Total number of used Collection Vehicles in the proposed fleet (excluding spares). Please include the age of these Collection Vehicles as of the start of the contract.
- Total number of spare Collection Vehicles to be available to carry out the work; indicate the age of each spare vehicle as of the start of the contract.
- Number of other vehicles to be used to carry out the work (such as pick- up trucks for Route Supervisors)

- List and describe any other equipment to be used to carry out the work
- If applicable, capacity of fiber and container Compartments of the Recycling Collection Vehicles (expressed in cubic yards)
- Overall maximum capacity of Collection Vehicles for each service (expressed in cubic yards) and the approximate material density considering compaction if compaction vehicles are to be used.
- Describe any green fleet initiatives to be used in carrying out the work
- If alternative fuels are to be used in carrying out the work, indicate which fuel will be used
- Additional information

3.13 Work Plan

- A detailed Work Plan must be included for all Part of Work identified in the RFP. The Work Plan should include but is not limited to the following information:
 - Description of the implementation schedule, including but not limited to, Collection Vehicle purchase time frame, Staff hiring, etc.
 - Description of how service will be provided, estimated number of routes, estimated number of trucks per routes, estimated number of trucks for each zone and estimated number of stops.
 - Staffing plan including the number of Staff, their roles, and responsibilities, and reporting relationships.
 - Description of the Vehicle Maintenance Plan including but not limited to all items listed on the CVOR
 - Flexibility of Work Plan. Outline how your company will accommodate a variation in quantity and, or type of material collected or changes in legislation affecting collection, etc. Historically the Township sees increased quantities around the holidays due to longer periods between collections due to the different day collection cycle (i.e., early January due to Christmas)
 - Contingency Plan. Outline method(s) to deal with situations including:
 - Labour disputes, etc. and emergency (ice storms, natural disasters)
 - Bad weather resulting in poor driving conditions and subsequent inability to complete day's route
 - Collection vehicle failure resulting in inability to complete the day's route.

3.14 Proponent Facilities

Proponents are to describe the facilities to be utilized for the work specified. Information such as location and size should be included for the office, yard (For fleet storage), vehicle maintenance and any other facilities to be used for the contract. Additionally, specify if the facility is owned or leased.

4.0 Definitions

In this RFP, the following definitions apply.

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

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

Aluminum Food & Beverage Cans means all cleaned aluminum food and beverage containers.

Aluminum Foil means all pie plates, tart containers, TV dinner trays, roasters, and household aluminum foil (not contaminated with food).

Approved Recycling Container means the container(s) the Township has approved for usage by participants in the Curbside Program

Approved Containers as specified in Section 8.10 and 8.11 and per Appendix D- By-laws.

Aseptic Containers means any multi-layered beverage and food container. **Boxboard** means single layer paperboard packaging such as cereal and shoe boxes.

Bidder or Proponent means the Company or Companies submitting a proposal in response to this RFP.

Brush means tree limbs, branches, hedges, etc. cut no longer than four (4) feet long by four (4) inches in diameter; may be set out for collection in rigid, reusable, open top containers or in Kraft Paper bags or tied in bundles.

Bulk Items include but are not limited to: Furniture, beds, mattresses, box springs, couches, non-metal tables, building materials, dog houses, kitchen cabinets, picnic tables, fencing.

Certificate of Approval means all Certificates of Approval or Provisional Certificates of Approval issued by the MECP to the Contractor.

Collection Vehicles means the vehicles used to collect Recyclable Material, Garbage, and Yard Waste:

- The Recycling Collection Vehicles to be used for the performance of the recycling collection service must have fully enclosed steel bodies to

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

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

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

Compostable refers to all items acceptable as Yard Waste, Brush, and Christmas Trees.

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

Contamination means the presence of any item or material not accepted in either the recycling and yard waste program as specified in this RFP and acceptable recyclable material in the incorrect stream (i.e., fibre products in the container stream and container products in the fibre stream).

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

1. The executed Legal Agreement between the Township and the Contractor, the form of proposal, contract maps/drawings, addenda incorporated in a Contract Document before the execution of the Agreement, such other documents as may be listed in the Agreement and subsequent amendments to the Contract Document made pursuant to the provisions of the Legal Agreement.
2. The Agreement covering the performance of the Work, including the supply of all work, labour, implements, and materials that could

reasonably be required properly and satisfactorily to complete the Work to be performed and includes all Contract documents, the plans, specifications, contract bond and any written supplementary agreements that may be made to ensure the completion of the Work in an acceptable manner.

Contract Prices means the prices set out in the Form of Proposal for which the Contractor will perform the work as provided in Appendix A and F.

Contractor or a pronoun in place thereof means the Proponent or Proponents whom the Contract has been awarded and who has undertaken to carry out the work as per the project Specifications and the Form of the Proposal. Contractor will be used interchangeable with Successful Proponent throughout the RFP.

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

Council means the Council of the Corporation of the Township of South Glengarry.

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

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

Designate means the person for the time being who has been appointed to act on behalf of the Township for the purpose of administering this proposed Contract.

Empty Paint Cans means any empty paint can with or without dried residue (lid removed) and falls within the meaning of the definition "empty container" in the regulations made under the Province of Ontario's Environmental Protection Act.

Empty Aerosol Cans means empty steel aerosol containers

End Market means the purchaser or receiver of the Recyclable Materials

End Market Specifications means the specifications for marketing Recyclable Materials as designated by the purchaser of Recyclable Materials or as defined by the Institute of Scrap Recycling Industries, Inc.'s Scrap Specifications Circular (current year).

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

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

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

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

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

Garbage means solid, discarded materials other than: bulk items, hazardous waste, yard waste, liquid waste, organic waste, pathological waste, recyclable materials, and white goods.

Glass Bottles & Jars includes all glass food and beverage bottles and jars. This will include some Liquor Control Board of Ontario (LCBO) glass.

Hauler or Collector means the companies contracted by the Township of South Glengarry to collect and deliver materials to the processing facilities approved by the Township.

Hazardous Waste means waste that is a: hazardous industrial waste, acute hazardous waste chemical, severely toxic waste, ignitable waste, corrosive waste, reactive waste, radioactive waste, pathological waste, leachate toxic waste (all as defined in Ontario Regulation 347, R.R.O 1990), explosive waste, and Polychlorinated Biphenyl (PCB) waste (as defined in Ontario Regulation 362, R.R.O 1990). This definition includes a mixture of any of the above or any other waste identified as hazardous waste in any provincial or federal statute, regulation, or order in council or otherwise from time to time.

HDPE#2 Plastic Bottles, Jugs, and Tubs means High Density Polyethylene plastic bottles, jugs, and tubs with SPI code 2.

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

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

Inspector means the person or persons appointed by the Township of South Glengarry to be responsible for inspecting the quality and performance of the Contractor in undertaking the Work.

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

LDPE means Low Density Polyethylene plastic sometimes marked with SPI code 4. This plastic can either be ridged or film.

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

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

Liquid Waste means any material defined as liquid waste in Ontario Regulation 347, R.R.O. 1990

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

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

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

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

MECP means the Ontario Ministry of Environment, Conservation, and Parks. **Missed Collection** means that 14 of stops, or less, have been missed off an individual driver's Route.

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

Mixed Plastics includes PETE, HDPE, PVC, LDPE (rigid and film), PP, PS, and Other.

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

Organic Waste means animal and vegetable waste excluding any household per waste and including, but not limited to, the following kitchen, yard and other source separated organic waste materials:

- Baked goods, bone, coffee filter and ground, tea bags, dairy products, eggs, grains, meat, fish, poultry, pasta, vegetables, fruit peelings, and nut shells.
- Leaf and Yard waste, grass clippings, plants, leaves, flowers, and vegetable garden waste.
- Soiled newspaper, paper bags, greasy pizza boxes, paper towels and microwave popcorn bags.

Other # 7 Plastic Food, Beverage, and Liquid Containers means any layered plastic food, beverage, and liquid container with SPI code 7.

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

Per Stop Price means the cost to provide service to households, businesses,

etc. as specified by this RFP.

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

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

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

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

PP #5 Plastic Good, Beverage, and Liquid Containers means clean Polypropylene plastic food, beverage, and liquid containers with SPI code#5. **Proponent** means the Company and Company representative(s) submitting the Proposal(s) for the Work defined by this Contract.

Proposal Document means the RFP in its entirety including any addenda. **PS #6 Plastic Food, Beverage, and Liquid Containers** means clear, rigid, polystyrene plastic materials such as those used for food, beverage, and liquid containers such as cups, plates, and food trays with SPI code 6.

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

RFP means Request for Proposal

Recyclable Materials or Recyclables means those materials listed within the Materials to be collected Section 8 and Appendix E.

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

Residential Household means any Residential Property receiving curbside Waste, Recyclable Material and Yard Waste

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

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

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

Site means the physical location of the MRF, landfill, composting site, or transfer station.

Small Commercial Establishment means any place other than a Residential Property and includes retail outlets, schools, day-care's, churches, restaurants, campgrounds, and other places of business that put out Waste or Recyclable Materials for curbside collection and which meets the Township's objective of 2 bags per week, per Small Commercial Establishment and any other requirement established by the Township of South Glengarry.

Specifications means all written material or printed descriptions or instructions pertaining to the method and manner of performing the Work, or to the quantities and qualities of the work to be carried out under the Contract. **Special Consideration Collection (SCC)** means the service provided for residents physically unable to set their materials at the Curbside for collection. Collection operators will assist these residents by collecting recyclables from a location their property mutually agreed upon by the Township and the resident (e.g., just outside a resident's front or side door). The collection operator will return all collection containers to the agreed upon location.

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

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

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

Stop means a dwelling, building or place of business separately assessed regardless of whether it is occupied or not, as determined from the Municipal Property Assessment Corporation listings.

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

Subcontractor means a person, partnership, or Municipal undertaking the execution of part of the Work by virtue of an agreement with the Contractor. **Supervisor** means the Contractor's authorized representative in charge of the Work.

Successful Proponent or a pronoun in place thereof means the Proponent(s)

to whom the Contract has been awarded and who has undertaken to carry out the Work as per the Project Specifications. Successful Proponent will be used interchangeable with Contractor.

Telephone Books mean all telephone directories.

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

Waste has the same meaning as Garbage

Waste Collection Receptacles means metallic or plastic cans, polyethylene bags and metal bins.

White Goods includes, but is not limited to, the following: water tanks, bathtubs, metal sinks, air conditioners, barbecues, large metal appliances (Freon removed), all miscellaneous metals including but not limited to furnaces, metal sinks, metal siding, bikes.

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

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

Yard Waste means material designated from time to time by the designate of the Township as compostable and for which alternative collection regulations apply.

Yard material shall include grass, garden trimmings, leaves, and vegetable and plant matter; may be set out in rigid, reusable, open top containers, Kraft Paper bags, certified compostable bags, or clear, plastic bags.

Yard Material Collection Receptacles means metallic or plastic reusable containers, paper yard waste bags, and translucent certified compostable bags and translucent polyethylene bags.

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

5.0 Terms of Reference

This project involves the provision of collection services from all residential single-family households and all specified multi-family and Industrial, Commercial, and Institutional establishments described in this RFP.

Specifically, proposals are sought for the:

- Collection of Blue Box recyclable materials for delivery to the Material Recovery Facility of our choosing.
- Collection of Waste for delivery to the Township's landfills.
- Collection of Yard Waste, Brush, and Christmas Trees for delivery to the Township's composting site (Beaverbrook).

- Collection of Organic Waste for delivery to the Township's composting site.
- Collection of Large Items

5.1 Collection Routes and Co-collection

- The current collection route/map for South Glengarry, the Proponents may propose to utilize the current routes or propose alternative routing.
- The privately maintained roads within the Township, the Contractor is required to provide collection service to the private maintained roads within the Township.
- Where, for any reason, collection of Recycling cannot be made from the location, or should the Contractor find any of these private roads impassable, the Contractor must notify the Township immediately.
- Where possible, Proponents are to propose routes that prescribe at a minimum that residents are to set out for collection of Recyclables and Garbage on the same day.
- Proponents are advised that the Township is interested in receiving proposals that maximize the efficiency of the Contractor's vehicles. In this regard, the Township will accept proposals that identify co-collection opportunities.

5.2 (Part A/B) Recycling Collection Service

- The Work to be done under this Part shall consist of the supply of all materials, vehicles, facilities, equipment, and labour necessary for the operation of recycling collection services.
- It is expected that the proposed approach for the collection of recyclables includes the management of material in a manner that minimizes the cost to the Township by establishing an efficient collection that minimizes contamination, maximizes diversion rates as well as revenues. Without in any way limited the scope of the foregoing, the Successful Proponent shall: Collect the recyclables from all specified locations.
- Deliver all recyclables to a Material Recovery Facility location of our choosing.
- Maintain a comprehensive reporting program to the Township, on a monthly basis, or as required by the Township concerning all collection program operations.

5.3 (Part C) Garbage Collection Services

- The Work to be done under this Part shall consist of the supply of all materials, vehicles,

facilities, equipment, and labour necessary for the operation of garbage collection services.

- In all cases it is expected that the proposed approach for the collection of Garbage includes the management of the material in a manner that minimizes the cost to the Township by establishing an efficient collection system. Without in any way limiting the scope of the foregoing, the Successful Proponent shall:
 - Collect the Garbage from all specified locations.
 - Deliver all collected Garbage to the landfill.
 - Maintain a comprehensive reporting program to the Township, on a monthly basis, or as required by the Township, concerning all collection program operations.

5.4 (Part D) Yard Waste Collection Services

- The Work to be done is provisional, however if awarded under this Part, shall consist of the supply of all materials, vehicles, facilities, equipment, and labour necessary for the operation of yard waste collection services within the designated areas for all Curbside, single family residences.
- In all cases it is expected the proposed approach for the collection of Yard Waste includes the management of these materials in a manner that minimizes the cost to the Township by establishing an efficient collection system. Without in any way limiting the scope of the foregoing, the Successful Proponent shall:
 - Collect the Yard Waste from all specified urban locations in reusable containers or certified kraft paper compostable bags.
 - Deliver all collected Yard Waste to the composting site located at Beaverbrook landfill or such location as the Municipal designate may, in writing, designate.
 - Maintain a comprehensive reporting program to the Township, on a monthly basis, or as required by the Township concerning all collection program operations.

If Yard Waste (excluding brush) is set out in clear, plastic bags the Contractor shall not collect the materials. Brush is not permitted to be set out for collection. Yard waste shall only be set out in Kraft paper bags or ridged open top reusable containers.

5.6 (Part E) Annual Large Item Collection

- The Work to be done is provisional, however if awarded under this Part, shall consist of the supply of all materials, vehicles, facilities, equipment, and labour necessary for the operation of yard waste collection services within the designated areas for all

Curbside, single family residences.

- Collect the Large Items from all specified urban locations
- Deliver all collected Large Items to the landfill site of the Township's discretion or such location as the Municipal designate may, in writing, designate.
- Maintain a comprehensive reporting program to the Township, as required by the Township concerning all collection program operations.

5.7 (Part F) Organic Waste Collection

- The Work to be done is provisional, however if awarded under this Part, shall consist of the supply of all materials, vehicles, facilities, equipment, and labour necessary for the operation of yard waste collection services within the designated areas for all Curbside, single family residences.
- In all cases it is expected the proposed approach for the collection of Organic Waste includes the management of these materials in a manner that minimizes the cost to the Township by establishing an efficient collection system. Without in any way limiting the scope of the foregoing, the Successful Proponent shall:
 - Collect the Organic Waste from all specified urban locations in reusable containers or certified compostable bags.
 - Deliver all collected Organic Waste to the composting site located at Beaverbrook landfill or such location as the Municipal designate may, in writing, designate.
 - Maintain a comprehensive reporting program to the Township, on a monthly basis, or as required by the Township concerning all collection program operations.
- The Township envisions awarding a single contract as a result of this RFP to a single Contractor. However, Proponents are advised that the Township may elect to award separate contracts to separate Contractors for separate Parts of the work.

6.0 Current Collection Schedule

The current collection schedule is shown on the map found in Appendix D. No collection shall be made on identified Statutory Holidays. Collections may be made on Saturday's if a statutory holiday falls during the week. On Statutory Holidays, the collection day will shift forward one (1) day. Collections are to be made on all days not identified as Statutory Holidays

6.1 Statutory Holidays

- For the purpose of this Contract, Statutory Holidays are defined as Christmas day, New Year's Day, Boxing Day Thanksgiving Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day. No collections will be performed on these days and the collection schedule will shift forward one (1) day.

6.2 Holiday Schedule Accommodation

- The Township will notify residents of the Statutory Holiday schedule through the waste collection calendar and social media.
- Historically, the volume and weight of recyclables and garbage increases during the Christmas-New Year's holiday period. Contractors must ensure adequate collection capacity.

6.3 Hours of Work

- The Contractor will conduct operations so as not to create a nuisance or disturb the peace unnecessarily. Collection Vehicles may not collect materials prior to 7:00 a.m.
- In the case of recycling collection, collection must be completed by 7:00 pm and the recyclables must be unloaded at a recycling location determined by the Township prior to 4:30 pm or any time after 7:30 am.
- In the case of garbage collection, collection must be completed by 7:00 p.m. Monday through Friday and the garbage unloaded at the landfill.
- In the case of Yard Waste, collection must be completed by 7:00 p.m. and the material unloaded at the landfill.
- Whenever the Contractor desires to depart from the normal working hours specified above (e.g., to compensate for weather conditions), approval from the Township Designate must be obtained. No Saturday or Sunday work will be permitted except in the case of an emergency, holiday, or if directed by the Township Designate.
- Whenever, in the judgement of the Township Designate, it may be necessary or expedient to do additional work from the day collection service at night, on Saturdays, Sundays, holidays, or before or after the normal workday, such night or overtime work shall be performed by the Contractor without additional or extra cost to the Township.

6.4 Recycling

- The Township currently provides bi-weekly one stream recycling collection to all

single-family residences separated into zones. Curbside recycling collection is to be provided to all single family, multi-family, and small commercial businesses that set out materials in an acceptable manner, as defined by the Township’s by-law and this RFP.

- The Township is interested in a weekly recycling schedule that is either single or dual stream, where fibres are to be either bundled or placed into an open top green recycling box or clear recycling bag one week, and the following week containers are collected from a separate, open top blue recycling box or clear recycling bag. Shredded paper is permitted to be set out on the fibre collection weeks in clear, transparent bags. Recycling boxes containing the wrong materials or that are contaminated with other waste types are not to be collected.

6.5 Garbage

- The Township currently provides weekly collection to all single family, multi-family, and small commercial businesses. Curbside garbage collection is to be provided to all single family, multi-family, and small commercial properties that set out materials in an acceptable manner, as defined by the Municipalities by-law and this RFP.
- The Township currently has no garbage bag/container limit; however, would like to transition to a two (2) bag limit per single family residence over the next calendar year with the option of purchasing bag tags.

December 1, 2021	Current limit 8 bag limit
January 3, 2022	4 bag limit
May 30, 2022	3 bag limit
November 28, 2022	2 bag limit

- A receptacle manufactured and commercially available for the use of collection of waste with a capacity not exceeding 136 litres (30 gallons) or a non-returnable plastic bag capable of carrying 22 kilograms (50 pounds) of contents without tearing.
- The Contractor is required to ensure that all garbage set out for collection above the bag/container limit are in the proper bags and if it is not, it is not to be collected. All improperly bagged garbage left behind is to be documented and reported daily noting the location of the uncollected garbage. Improperly bagged garbage includes garbage above the limit or items that are over the weight limit

of 22 kgs as well as over filled garbage.

6.6 Yard Waste

- As part of the yard waste, the proposed acceptable receptacles for yard waste will include, compostable Kraft Paper bags, or rigid open top reusable containers with a sign indicating yard waste. Yard waste shall not include food waste from the kitchen.

6.7 Adding/Replacing Materials to Collect

The Proponent acknowledges the following:

- That further changes to the list of recyclable items targeted for collection may be considered at a future point in time by the Township.
 - That government regulations may change requiring the mix of recyclable materials to change, and that other significant changes to the Recycling Program, not covered in the Contract may also be entertained by the Township from time to time.
- The Proponent agrees that should the Township wish to add materials to any of the collection programs they may negotiate with the Township to determine the terms, if any, under which the Proponent shall begin collection of additional materials or implement the other significant changes.
 - It shall be the responsibility of the Township to advise its residents of any changes to the items that can be set out for recycling and the effective date of the change. The proponent shall, upon the effective date of the change to the materials being collected amend its collection practice to include the new materials.
 - A change in the quantity of recyclables or garbage collected by more than 25% (increase or decrease), may form a basis of a re-negotiation of the existing Contract for either party.
 - The Township has the right to amend the definitions at any time during the term of this contract. A change in the definition shall be evidenced in writing with at least thirty (30) days' notice prior to the effective date of such change by the Municipal Designate to the Successful Proponent.
 - It shall be the responsibility of the Township to advise its residents of any changes to the items that can be set out for collection under this paragraph and the effective date of the change. The Proponent shall, upon the effective date of the change in the definition of any type of collectibles under the terms of this agreement, amend its collection practice to comply with new definitions.

7.0 Changes during the Contract Term

- During the term of the Contract, the Township has the right to negotiate any additions or deletions to the contract, review the performance of the Contractor(s), review the feasibility of adding new programs, or modifying existing programs, and to generally ensure that the contract is being performed in accordance with expectations.
- The Contractor will be advised within six (6) months of any changes to the processing facilities the Contractor will be required to deliver materials to. Any adjustments to the unit prices for such change will be negotiated between the Contractor and the Township.
- Any changes to the equipment to be used by the Contractor for the purposes of performing the Work from what is submitted in the Proposal must be approved by the Township.
- Any change in the collection schedule, route, or co-collection proposed by the Contractor must be approved by the Township. For approved changes, the Contractor shall be required to reimburse the Township for public advertisements that inform the public of such changes or pay for such advertisements (as approved by the Township) at their sole expense. Such advertisement will include a maximum of three (3) consecutive weeks under the Township's header in the local papers and a maximum of one (1) week of daily advertisements.
- During the term of the Contract, the Township reserves the right to change the collection program, through addition or deletion, with advance notice to the Contractor. Any changes will be done so in consultation with the Contractor. An adjustment to the unit prices will be negotiated with the Contractor for the proposed changes or be based on previously submitted pricing for that work. The Township will be responsible for all public advertisements related to any change in the collection program. Examples of possible changes include:
 - Reduction in garbage bag/container limits.
 - Introduction of a Source Separated Organics (SSO) collection program.
 - Phasing out the blue and green box curbside collection program to producer responsibility
 - Expanding or reducing the list of acceptable Blue and Green Box Recyclables.
- The Township may by order in writing, at any time before or after the commencement of the Work, delete, extend, increase, decrease, vary, or otherwise alter the Work to be done. Without limiting the generality of the foregoing cost of the Work to be done the Contractor shall implement the change and the contractor and the Township shall agree on the increase or decrease to be made in compensation. Where the Township and contractor fail to agree, the

Contractor may request a ruling for the Chief Administrative Officer and the question of the appropriate increase or decrease in compensation shall be arbitrated.

8.0 Collection Types & Numbers

The estimated number of locations to be served through the collection service at the start of the contract is below.

Collection Type	Estimated Number
Cumulative Curbside stops	5,469

- This number should be taken as an estimate to be served by the Contractor. They were estimated based on the actual number of stops as of January 2021.
- The Contractor will be required to collect from any added households, businesses, etc. New stops will be added as new homes are built and curbside collection is made possible on a new street or subdivision.
- The Unit price submitted will be used to calculate the incremental cost to add and delete stops to this contract. The Proponent will be compensated for the additional stops on a monthly basis.

8.1 Special Consideration Collection (SCC)

- Special Consideration Collection will be provided for residents physically unable to set their materials at the curbside, those providing in-home health care, and those with farm properties with a house and farm establishment on one roll.
- In circumstances where residents are physically unable to set their materials out, collection crews will collect recyclables from a location on their property mutually agreed upon by the Township and the resident. Normally materials will be left just outside a resident's front or side door. The collection operator will return all collection containers to the agreed upon location.
- The Township will advise the Successful Proponent of the actual locations of these SCC stops

8.2 Approved Containers-Curbside

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

Material Stream	Approved and Promoted Options by the Township	Notes
<i>Recycling</i>	Standard Blue Box Other rigid containers Clear Bags	Boxes must be flattened Cardboard must be no greater than 76 cm by 76 cm by 20 cm
<i>Garbage</i>	Rigid Containers (32 Gallon) Plastic Bags (50lb max)	Subject to municipal bag limits
<i>Yard Waste</i>	Clearly marked Certified Compostable Kraft Bags Bundles no longer than 4 feet or larger than 1 inch in diameter	Plastic translucent bags are prohibited in the leaf and yard waste program.
<i>Organic Waste</i>	Clearly marked Certified Compostable Kraft Bags	Plastic translucent bags

8.3 General Operating Details for Collection

At a minimum, the method of collection:

- a. Recyclable material may be set out for collection by residents in a weekly single stream format.
- b. Must be consistent, at a minimum, with the details in the 2021 collection information
- c. Must be collected with a recycling collection and not mixed with any other material stream (i.e., garbage)
- d. Must be fully capable of collecting recyclable materials set out by residents, businesses, etc. on a residential route
- e. Must be fully capable of collecting recyclable materials set out in the containers.

- f. Must collect all recyclable material stipulated in the signed contract.
- g. Must ensure that when collecting recyclable materials, collection crews:
 - o Inspect each set out for contamination and leave the contamination behind
 - o Place acceptable recyclable materials into the corresponding compartment in the recycling collection vehicle (if co-collection is proposed)
 - o Leave non-recyclable material in the rigid container with a courtesy sticker
 - o Return the rigid recycling container(s) to approximately the same location in which they were found prior to collection, in an upside-down position.
- h. Must Collect items:
 - o Causing the least possible disruption and inconvenience to vehicular traffic, pedestrian traffic, and residences and, or businesses; and
 - o At the curbside or roadside of a public roadway in approved recycling containers, when generated by single family households, businesses,
 - o e.g., on a residential route; and
 - o At the curbside or roadside, or at a central location, of public or private drives of townhouses, row houses, condominium complexes and trailer parks where the Municipal Designate and Successful Proponent deem such drives to be safely negotiable by recycling collection vehicles.
 - o Along one side of identified rural roads, the same side the mailbox is located
 - o Must ensure collected material is transported directly to the approved receiving facility.

8.4 Level of Service

- Contractor(s) to collect 100% of the stops indicated and, in the time, frame indicated except in instances where materials are to be left behind per, "Collection, Restrictions, and Limitations", "Materials not to be collected" and "Reporting of Not-Collectable Incidents & Use of Courtesy Stickers".
- If materials are missed due to any other reason other than defined in this RFP, the Contractor(s) shall be required to return and collect those materials the same day as notified by the Municipal Designate.
- If the Contractor(s) fails to complete 100% of each day's collection for more than three (3) days of a one (1) month collection period, the monthly invoice payment will be reduced by 10%.
- Subject to the following paragraph, the Contractor(s) shall be deemed to have failed 100% of a day's collection if any of the following occurs:
 - a. Contractor(s) miss three (3) or more adjacent houses and does not return to collect them on the day that they were missed.
 - b. The Contractor(s) fails to return to collect the missed container on the day that they

were directed to do so by the Township Designate, or the Township Designate determines that the Contractor(s) have missed significant parts of the route.

- Notwithstanding the paragraph above the Contractor(s) shall not be deemed to have failed to complete 100% of a day's collection if:
 - a. They missed late set outs and were not directed by the Township Designate to collect them.
 - b. The Township Designate directed the Contractor(s) to miss all or part of a day's collection, or the Township Designate has determined that the Contractor(s) missed all or part of a day's collection for reasons beyond their control.
- If the Contractor(s) encounters an impassable obstruction for any reason including without limitation, Utilities, or other Contractors working on the street, they will notify the Township Designate immediately and will return at least once that day to attempt to collect the waste. The following are not construed to be impassable obstructions: cars parked on the street, snowbanks, ditches, and other natural occurring and/or temporary obstructions.
- All material in the Township is to be collected based on the collection schedule and route proposed by the Bidder and accepted by the Township. Curbside Residential (including trailer parks and multi-family residential units of 6 or less).
- Residents shall be required to place their containers at the curbside in front of their properties by or before 7:00 a.m. of the day of their collection, The Contractor shall be required to carry out a collection for each household entitled to curbside collection.

9.0 Curbside Small Commercial

- Curbside collection for certain small commercial properties shall be collected at the curbside in front of their properties by or before 7:00 a.m. of the day of their collection.

9.1 Returning Containers after Emptying

- All containers used to set out materials will be replaced in approximately the same location in which they were found prior to collection, but in no case shall they be placed on the travelled portion of the road, driveway, parking lot, or the pedestrian portion of the sidewalk. Containers will be returned in an upside-down position and, at no point shall be placed as to block a driveway to a residence or business.
- Care shall be used not to damage the containers during collection and the Proponent shall be responsible for all damage to containers as a result of the work and will replace the damaged container with a new one of equal size and quality and deliver

it, at their expense, to the address where the damage occurred. The Municipal Designate has the final ruling on the replacement of broken containers.

9.2 Collection Restrictions and limitations

- If the contractor cannot collect from a stop because they encounter an impassable obstruction, the Contractor must return at least once to the obstructed area prior to the end of the collection day and attempt to make the collection. If it still cannot make the collection, the Contractor shall return at least once on the next collection day and attempt to make the collection. If it still cannot make the collection, the Contractor shall report the incident to the Township prior to the end of the collection day.
- **Weather Conditions:** If the Contractor cannot collect recyclables on any day because of weather conditions, the Contractor shall notify the Township Designate immediately, so that this information may be passed along to the public, and this material shall then be collected at the earliest opportunity by the Contractor, but not later than the following Saturday.
- **Road/Bridge Closure:** If a road or bridge is closed or impassable preventing delivery of material to its specific processing/disposal location, the contractor shall continue collection operations by temporarily storing materials at a local depot, approved to store the material, until the road/bridge has been cleared.
- **Road Construction:** The Contractor shall make reasonable efforts to traverse roads under construction to provide collection service, but if the Contractor deems the road impassable, alternative methods for collection will be negotiated by the Contractor and the Township Designate.
- If Construction will be taking place on any Municipal Road, the Contract will be notified by the Township of the dates that such construction will be taking place, as well as the nature of construction work being done, when the Township is aware of them. By notifying the Contractor in advance of construction projects, the Township and the Contractor will jointly plan for implementing alternative collection methods for the residents of those roads under construction that are deemed impassable.
- Should the Contractor deem that any road or road allowance is impassable, the Contractor shall notify the Township Designate immediately, so that the public may be informed by the Township and alternatives devised jointly by the Township and the Contractor.
- **Strikes & Lockouts:** The Contractor is to provide a written plan on how it intends to perform its obligations in the event of a labour dispute, strike, lockout, or work stoppage involving its employees or approved sub- contractors.

- If the Contractor cannot provide the required service as a result of a labour dispute, strike, lockout or work stoppage, the Township may engage another Contractor to perform the work on an interim basis. If the Township engages this right, the Township will not be obligated to make any payments or compensation to the Contractor during this time that this right is exercised.

9.3 Materials Not to be Collected

- The Contractor is not required to collect recyclables, garbage, or yard waste if the materials are:
 - Not set out in accordance with the requirements of this RFP or the various waste management By-laws;
 - Presents a health risk to the collector (i.e., broken glass, hazardous material); or
 - Is estimated to contain more than 5% non-compliant materials
- When performing services under this contract, the contractor shall only collect from sources covered under this contract. For example, the Contractor shall not collect materials covered under private contracts or from sources outside the Township while performing curbside collection for the Township without written consent from the Township.
- The Contractor will utilize courtesy stickers and refusal notices which will advise residents, business owners, etc. of the reasons that the material set out has not been collected. Under no circumstance will the Contractor provide written information to program participants that has not been approved by the Township.

An unacceptable recyclable material includes, but is not limited to the following:

Wood	Propane Tanks	Garden Hose	Christmas Lights	Circular Saw Blades
Medical Waste	Hazardous Waste	Chemical Waste	Radioactive Waste	Yard Waste
Organic Waste	Construction Waste	Furniture	Electronic Waste	Shredded paper

9.4 Reporting of Non-Collectable Incidents & Use of Courtesy Stickers

Level 1- Routine

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

1. Non-compliant material left behind;
2. Oversized container;
3. Overweight container;
4. Material not properly streamed, where streaming is required (recycling only); and
5. Cardboard boxes not broken down or oversized cardboard (recycling only)

Level 2- Non-Routine

The Contractor will report non-routine use of courtesy stickers. Reports will be submitted electronically to the Municipal Designate and will include addresses and the nature of the problem. The reports will be submitted daily and will include information about:

1. Set outs containing an estimated 50% or more non-compliant material (recycling only); and
2. Instances when the collector wishes to issue a courtesy sticker and there is no rigid container or material on which to affix it (i.e., the participant has used only bags which are collected as they contain less than 50% non-recyclable material) (recycling only)
3. Large/Bulk items at the curb
4. Properties with improperly packaged waste causing excessive litter
5. Frequent use of refusal or courtesy stickers at a specific address

Level 3- Hazardous Setouts

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

The courtesy sticker will be developed by the Township in consultation with the Contractor. It will include, to the extent possible, "check boxes" of common reasons for refusal to make them quick and easy to fill out.

The Contractor will be responsible for the cost of printing both the refusal notices and the courtesy stickers. The cost of completing and applying the notices and reporting of such shall be included in the Contractors unit collection costs.

The Contractor shall place stickers on material boxes, carts, and bags at all locations where material is not collected. The sticker shall identify the reason(s) why the items were left at the curb. The Contractor shall record the address and the reason for the issuance of the Refusal Notice on a log sheet.

It is integral to the success of the Township's diversion program and Contractor relationship that the courtesy sticker system be utilized. It provides both the Township and the Contractor with a method of education service users with respect to specific program information.

9.5 Missed Collection Stops and Late Set Outs

- If the Contractor misses one (1) or more collection stops or part of a collection route or is asked to return for a late set-out, the Contractor will make every reasonable effort to collect the missed set out or late set out on the same collection day. If this is not possible, the missed or late set out will be collected on the following working day before 9 a.m. Liquidated Damages may apply for missed collections. What is reasonable or possible will be determined by the Township Designate.

9.6 Spillage and Litter

- The Contractor is required to clean-up spillage and loose materials resulting from the work. The Contractor will not leave or deposit any material on any portion of the street, sidewalk, boulevard, or other private or public property.
- If the collection Contractor detects a spill from its vehicle on a public roadway, the Contractors shall notify the Township Designate within one (1) hour of the spill's detection and cease all operations. Upon notification of the spill by the contractor, the Township will inspect the area and instruct the responsible party to clean up the spilled material. Once the Township has confirmed the spill has been cleaned up appropriately, collection operations shall resume. If the Township is required to clean up the spill or if the spill has not been cleaned up to the Township's satisfaction, the Township will undertake the spill clean-up and either invoice the contractor or deduct the value of the clean-up from the contractor's invoice.
- All spills reported by the public shall be reported to the Ontario Ministry of Environment, Conservation, and Parks Spills Action Centre.

9.7 Spills

- The Contractor will report, promptly to the Township, spills or discharges of pollutants or contaminants under the control of the Contractor. Such spills or discharges and their adverse effects are defined in the Environmental Protection Act, R.S.O 1990 (EPA), as amended and all regulations thereto.
- The Contractor shall comply with the requirements of the EPA including all notice requirements including notifying the Spills Action Centre of the Ministry of the Environment, Conservation, and Parks (1-800-268-6060).
- In addition to the above requirements, any collection vehicles being operated will cease operation until the Contractor's Supervisor arrives on site. Absorbent will be laid down immediately. As soon as the absorbent has the desired effect, it is to be scraped from the road or affected property. If residue remains the Contractor will apply another layer of absorbent and repeat the process until the site is in a clean

and tidy condition. Failure to respond immediately to this kind of spill may result in damage to asphalt or other damage for which the Contractor will be responsible.

- If necessary, at the Township's discretion, a power wash and, or a blacktopping will be utilized at the contractor's expense.

9.8 Processing and Disposal Locations

Material Recovery Facility

All recyclables shall be delivered by the Contractor to a Waste Management facility of their choosing (the most cost efficient). The Contractor shall not bear any charge for tipping related to this contract at this site.

Landfill Site

All garbage shall be delivered by the Contractor to the Landfill. The Successful Proponent shall not bear any charge for tipping waste related to this contract at this site.

Composting Site for Yard Waste

All Yard Waste shall be delivered by the Contractor to the landfill. The Successful Proponent shall not bear any charge for tipping waste related to this contract at this site.

9.9 Recycling Contamination Management

The collection crews will make every reasonable effort to ensure that the collections are consistent with the specifications outlined in the Contract. The allowable contamination rate for recycling collection is 5% or less. This means 95% or more of the materials, by weight, must be recyclable. If the contamination rate is 5% or greater, the Township will be entitled to Liquidated Damages.

9.9.1 Audits and Inspections

At any time during each month of the contract, the Township Designate may:

- a. Conduct periodic waste audits of material being collected to determine the amount of non-compliant material being set out at the curbside.
- b. Survey any of the contractor's collection vehicles during collection to ensure the collection vehicles and the method of collection are in compliance with the requirements of the contract and any other legislation.
- c. Conduct spot audit of the recycling material collected to ensure that contamination levels are at an acceptable level. The audits shall be completed at the discretion of the Township Designate and the load(s) selected for the audit(s) will be inspected by an auditor designated by the Municipal Designate to determine the actual contamination rate for the calendar month.

9.10 Special Provisions

- The Contractor acknowledges that the Township will experience increased administrative and operational costs in the event of the Contractor's non-performance or poor performance of its contractual obligations. Accordingly, the parties agree that in view of the difficulty of ascertaining the actual losses which the Township will suffer by reason of the non-performance or poor performance of the Contractor's contractual obligations, and in view of the fact that the accumulated effect of repeated incidents of non-performance or poor performance will increase costs to the Township, the parties hereby agree upon and fix as the Liquidated Damages that the Township will suffer by reason of said non-performance or poor performance, and not as a penalty, the amounts as set out in Section 13.28 if this RFP.
- The Township may deduct and retain the amounts of such Liquidated Damages out of the monies that may be due or become due to the Contractor under the Contract, i.e., deduction from the monthly invoice. The Township Designate at its sole direction may determine whether liquidated damages are to be applied. The Contractor agrees to abide by the schedule of Liquidated Damages.
- The Contractor shall pay the Township the indicated amount per incidence of non-performance or poor performance on a monthly basis. Annually the number of incidences shall be accumulated. At the end of each fiscal year the number of accumulated incidences will start at zero again. The Liquidated Damages payable under this section are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Township. Without limiting the generality of the foregoing, the assessing of Liquidated Damages shall not prevent the Township from recovering from the Contractor the amount of any damages incurred by the Township over and above the amount of the Liquidated Damages assessed (e.g., additional costs incurred by the Township from measures taken to ensure that the work is completed).

10. Collection Vehicles

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

10.1 Industry, Regulatory, Safety, Licensing & Other Standards

- The Contractor will have a valid Commercial Vehicle Operators Registration (CVOR), and the Overall Safety Rating must be satisfactory (audited or unaudited).

The CVOR must be maintained in this standing with the Ministry of Transportation for the duration of the Contract. Similarly, the Contractor will also hold in good standing, a valid Certificate of Approval for a Waste Management System with the Ministry of Environment as it is required for waste hauling activity. Overall, collection vehicles to be used for the performance of service must conform to all current industry, regulatory, safety, licensing, and other applicable standards as amended.

10.2 Physical and Mechanical Requirements

- All collection vehicles must have fully enclosed steel bodies to prevent loss or spillage of the materials. Collection vehicles must also be mounted on an adequate truck chassis. Any vehicle deemed by the Township Designate to need repair shall be kept off the road until such repairs have been completed to the Township Designates satisfaction.

10.3 Compaction Vehicles for Recycling Collection

- Compacting, or non-compacting, vehicles may be used for Collection Service for both dedicated collection (by material stream or co-collection). Where vehicles capable of compaction are to be used to collect recyclable materials, the Contractor will adhere to a maximum compaction pressure equivalent to 2:1 (by weight).
- For clarity, the maximum allowable compaction for 2:1 compaction is defined as: Capacity of the holding compartment, expressed in cubic yards X the loose (uncompacted) density of single stream recyclables X 2

For example: if the collection vehicle's holding capacity for fibres was 20 cubic yards and the loose density of the fibre material recyclables was 50 kg/yd³, the maximum quantity of recyclables the Contractor would be able to collect, per vehicle, without exceeding the compaction limit would be:

$$20\text{yd}^3 \times 50 \text{ kg/yd}^3 \times 2 = 2,000 \text{ kg (or 2 tons)}$$

- At least one (1) month prior to the start of the collection contract, the Successful Proponent and the Township will agree on the maximum compaction value, expressed as the maximum quantity (tons) of material (containers and fibres) allowable to be collected on any vehicle and delivered to the prescribed receiving facility.

10.4 Daily Supply of Collection Vehicles

- The Contractor shall license, operate, and always maintain, a sufficient number of

collection vehicles to properly maintain the satisfactory standard of service provided for in the contract.

- The Contractor is fully responsible for determining and providing the number of collection vehicles required to perform 100% of each day's collection within the designated times.
- In the event of equipment breakdown, the Contractor shall supply without any unreasonable delay, sufficient alternative equipment to complete the work in accordance with the terms of the Contract.
- If in the opinion of the Township Designate, the Contractor does not have adequate collection vehicles to properly provide service in accordance with this contract(s), the Township Designate will have the right to require the Contractor to increase the number of collection vehicles required, as determined by him or her, to ensure that the performance is in accordance with the terms of the contract. The Contractor shall comply with the ~~contract~~ and shall not be entitled to additional compensation over and above the contract unit prices because of any requirements for these additional collection vehicles.
- The Contractor shall have access to enough spare collection vehicles to dedicate to this contract to ensure that in the event of a breakdown, the collection continues to be performed in accordance with the terms of the contract. The contractor shall have access to at least one (1) spare vehicle and should consider parking spare collection vehicles in a yard within Municipal boundaries.

10.5 Private Accounts

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

10.6 Additional Equipment for Collection Vehicles

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

absorbent material in the event of oil, fuel, or hazardous material spill and a mat for the purpose of covering storm and sanitary sewers covers/catch basins to prevent spills to these locations.

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

10.7 GPS tracking system for Collection Vehicles

- Each collection vehicle shall be equipped with a GPS unit that will be linked to a GPS software that collects information regarding vehicle diagnostics, be able to audit routes and fuel consumption, provide proof of service, improve driver safety, have GIS/ESRI map integration, track productivity, and generate custom reports. The Contractor shall provide the Township with access to this software so the Township may track the whereabouts of the collection trucks at any time, audit productivity, and review proof of service. The use of Cameras would be considered an asset.

11. Staffing

11.1 Contract Supervision by the Contractor

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

11.2 Collection Contract Manager

- The Contractor(s) shall employ a full-time manager who shall be responsible for responding to complaints regarding missed pick-ups, other public concerns, concerns raised by the Municipal Designate or the performance of the Contractor in general.

11.3 Route Supervisor(s)

- The Contractor must have on duty on all collection days, (a) qualified supervisor(s), to ensure a courteous, prompt, and efficient service for handling complaints. The route supervisor(s) will be available during all hours the trucks are carrying out the work. The supervisor(s) must have a vehicle that can pick up material missed by any of the collection vehicle operators and which in the opinion of the Municipal

Designate is the responsibility of the Contractor. The route supervisor(s) will be equipped with handheld devices which are capable of both telephone and email communication.

11.4 Customer Service Standards

- The Contractor's employees shall be polite, courteous, and respectful towards the public at all times. The Contractor shall employ for this work, only competent and skillful workers. The Contractor shall further ensure that a high standard of service, courtesy, and consideration is exhibited in all its dealings with residents, visitors, and the public, and that it conducts all its operations, including its administrative functions, with the utmost regards for enhancing public relations; and in recognition of the need to uphold and maintain the positive public image for the Township Specifically, the Contractor shall ensure:
 - Worker compliance with collection stipulations outlined for the collection contract,
 - Workers are well informed of the customer service standards expected of them, namely, to be professional in attitude and appearance.

11.5 Health & Safety Standard

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

11.6 Health & Safety Training

- The Contractor shall provide training for employees and Sub-contractors (if applicable) involved with the contract. The training shall include but is not limited to, health and safety training, training on how to operate equipment, and vehicles, and emergency response measures.
- The Contractor shall set up, maintain, and enforce safety policies and procedures for the protection of its Staff and other persons involved with their operations.
- The Contractor shall provide the Township Designate, two (2) weeks prior to start up with written confirmation that all employees directly involved with the contract have undergone a complete safety training program before undertaking any activities for the contract. This written confirmation will be updated annually by the Contractor as new employees are engaged. The Safety training shall conform to the Contractor's policies and procedures.

11.7 Personnel Listing

- The Contractor shall provide the Township Designate with a list of management and supervisory positions, including names of persons involved in the Collection Program operations, two (2) weeks prior to start-up and whenever there are changes to the list due to changes in personnel or the addition or deletion of positions. Included in the personnel listings will be the telephone numbers and email addresses for all administrative and supervisory Staff that will be in contact with the Township.

11.8 Information Line

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

12. Proponent Requirements and General Specifications

12.1 Implementation Prior to Start-up

The Contractor shall submit a proposed implementation schedule to the Township Designate for approval. This implementation schedule shall show clearly, in weekly stages, the proposed progress of the main items such as: evidence of purchase plans for Collection Vehicles; arrangements to open a local office, if one is not currently in operation; initiation of agreements with sub-contractors (if any) as well as Staff recruitment and selection plans.

Collection Vehicles

Prior to Contract start-up, the Contractor will submit for the Township Designate review a finalized listing of all the vehicles to be utilized in the collection program which includes:

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

Collection Routes

Prior to Contract start-up, the Contractor will also submit Route maps for the Municipal Designates approval. The Route maps are to clearly outline:

- The Route for each truck on each collection day,
 - The vehicle license number, route number, and truck number,
 - The starting time and location for each route/truck,
 - The approximate finishing time and location for each route/truck, and
 - The location of town homes, Special consideration collections, or any other location with special collection needs.
- The Township will keep a copy of all route maps. The individual collection routes and collection days will not be changed during the Contract without prior written approval of the Township Designate.
 - Drivers shall retain the same route and truck number for each collection day and shall maintain a consistent collection time pattern (i.e., pass by a house at approximately the same time each collection day).

Collection Vehicle Pictures/Inspections

- A minimum of two (2) weeks prior to the commencement of the Contract, the Contractor shall supply the Township digital pictures of each collection vehicle. The pictures will clearly show the front, rear, and two sides of each collection vehicle dedicated to the Contract.
- The Municipal designate may elect to inspect the Contractor's fleet at the Contractor's facility prior to the start of the waste management collection service to ensure there are adequate Collection Vehicles assigned for the Contract.

12.2 Coordination Meetings

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

12.3 Labour Dispute Contingency and Emergency Plans

- The Contractor agrees to provide a written Contingency Plan as to how it intends to perform its obligations under the contract in the event of a road/bridge closure, labour dispute, strike, slowdown, or work stoppage involving employees of the Contractor who are providing the services set out in the Contract or employees of a permitted subcontractor.
- The Contractor also agrees to provide an emergency plan. The plan will detail those actions which the contractor will take to deal with emergency situations such as

road/bridge closures, ice storms, extreme snowstorms, floods, fire, or other natural disasters that would require deviation from normal operating procedures.

- The Contractor agrees to provide a copy of both the contingency and emergency plan as part of their proposal submission at the time of closing. The Contractor agrees that these plans shall be amended as requested from time to time by the Township Designate. Further, the Successful Proponent agrees to immediately provide the Municipal Designate copies of the amendments to the plans, as such amendments are made.

12.4 Contractor's Office and Base of Operation

- The Contractor shall maintain an office and base of operation with regular business hours (8:30 am-4:00 pm). The office shall be equipped with telephones, computers (with high-speed internet and email capability) and a fax machine for the purposes of, among other things, to answer all calls regarding, missed stops, to receive correspondence from the Township Designate regarding contracting issues and to help carry out the work and corrective actions.
- The Township Designate may visit the Contractor's office from time to time to participate in meetings and to ensure that the facilities are adequately meeting the needs of the Contract.
- The Proponent shall provide information regarding their office in their Technical Submission.
- Contractor(s) will supply an after-hour call list to the Township Designate which shall ensure that someone is available to collect and remove material during non-collectible days, weekends, evenings or during emergency situations.
- All complaints received by the Township shall be recorded and forwarded to the Contractor(s) for the required corrective action.
- The Contractor(s) shall provide the Township Designate with the address and telephone numbers of the Contractor's supervisor representative. The representatives will be available within reasonable notice 24 hours per day, seven days a week on matters relating to the contract, and the representative shall have overall responsibility for the contract.
- The Contractor(s) shall have on duty on all collection days sufficient and qualified supervisors, each having a telephone or two-way radio equipped vehicle to ensure a courteous, prompt, and efficient service for handling complaints. These vehicles will be equipped such that they will be capable of picking up items which have not

been picked up by the Contractor(s), and which in the opinion of the Township Designate are the responsibility of the Contractor(s).

- In the submission, Proponents must identify its proposed base office location. The base office will be responsible for the administration of the Contract for the Contractor. It will also be responsible for collecting and responding to complaints and the reporting thereof to the Township.

12.5 Customer Service

- The Contractor shall maintain for the Term of the Contract, a local or toll-free telephone number with means of receiving direction from the Township and/or complaints, questions, or comments from the public during regular working hours. The telephone number used must allow the Township to reach Staff between the hours of 7:00 am and 7:00 pm Monday to Friday, in order to receive complaints, enquiries, and instructions from the Township Designate. The Contractor shall be responsible to maintain this specific telephone line for the duration of the Contract and have it answered by competent, conscientious, courteous employees who would be in a position of authority to respond to Municipal Concerns within twenty-four (24) hours.
- The Contractor shall provide the Township with an emergency after-hours contact complete with telephone number should a problem arise with the performance of the Work.
- The Contractor, monthly, shall report, in writing, to the Township all complaints received, and the actions taken to correct them, including the date and action(s) were taken. Reports shall include complainants name, address, and telephone number. If no complaints are received, a report is still to be submitted indicating as such.

12.6 Promotion and Education

- The Township will be responsible for the design, production, and distribution of all required promotion and education materials.
- The Contractor will participate in the operation of promotion and education campaigns to raise recycling and waste reduction awareness within the Township. Components of the promotion and education campaigns will include but are not limited to contact with the public on collection routes (e.g., answering questions, providing information).

12.7 Cooperation with Demonstration Projects

- The Township is committed to minimizing the cost of Recycling, Garbage and Yard Waste Collection Services while maintaining convenience and improving the overall diversion of waste from landfill. To this end, the Township continues to explore new methods and techniques, and may from time to time undertake Demonstration Projects such as waste composition studies or pilot projects.
- In the event a Demonstration Project is undertaken, the Township may suspend, delay, and, or monitor all or a portion of the Work in a defined area. The Township may or may not require the Contractor's workforce and, or equipment to participate in, or operate a Demonstration Project. Should the Contractor's workforce and, or equipment be required, the basis of payment will be determined at the time of the project by the Township through mutual consent with the Contractor.
- The Township reserves the right to contract or partner with any other person, agency, or firm, for the purposes of conducting and Demonstration Project.

12.8 Record Keeping and Reporting Requirements

- The Contractor is to maintain a comprehensive record keeping program and submit reports to the Township Designate concerning program operations.
- The following table details the record keeping and reporting requirements and their respective due dates.

Record/Report Title	Due Date
Age of Vehicles Report each time a collection vehicle is replaced due to mechanical failure	Within fourteen (14) days of the change.
Accidents All accidents must be accurately documented (whether minor or major) involving the public or damage to the public or private property	Within one (1) hour of occurrence
Damage Claims Provide written records and copies of claims (for each occurrence) where damages have been sustained, and as they apply to this contract	Within two (2) business days of receipt of the record or claim
Spills (i.e., oil, glass, etc.) Report any spill to the Spills Action Centre of the Ministry of the Environment (1-800-268-6060) in addition to the Municipal Designate	Immediately (within one (1) hour of the incident)

Routine Collection Issues & Corrective Actions Notify the Township of corrective measures taken to resolve routine collection issues such as missed stops, broken blue boxes/carts/bins brought to the attention of the Contractor by the Township	End of the day or at a time agreed to by the Township
Non-Routine Collection Issues and Corrective Actions Notify the Township of all non-routine collection issues such as incomplete routes, disagreements between a resident and the Contractor, etc. and the proposed corrective Action to be taken in response to the issue	Immediately (within one (1) hour of the incident)
Commercial Vehicle Operator's Registration (CVOR) Provide evidence of a valid CVOR throughout the term of the contract	Annually (May)
Certificate of Approval of a Waste Management System Provide evidence of a valid C of A throughout the term of the contract	Annually (May)
Resolve Claim Notification Provide written confirmation that all claims for damage from residents were resolved within thirty (3) days of the receipt of the claim	Thirty (30) days following the claim

- The Contractor(s) shall provide consolidated, computer generated (Excel) monthly status reports for all types of collection and processing related to this contract. The reports shall be submitted to the Township Designate while the monthly invoices. The monthly reports should be in a format acceptable to the Township Designate. Failure to provide the necessary backup information will result in delay of payment for services rendered.

13. Requirements at the Time of Execution

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

- Township of South Glengarry Bond in the amount of \$50,000.00
- Irrevocable Letter of Credit in the amount of 100% of the successful Contractor's four (4) month price
- Required Insurance Documents
- Clearance Certificate from the Workplace Safety and Insurance Board
- Safety Policies and Procedures and Related Documentation
- Executed legal Agreement in a form satisfactory to the Township of South Glengarry

If the Contractor for any reason, defaults or fails in any matter or thing referred to under

“Requirements at Time of Execution”, the Township shall be at liberty to retain the money deposited by the Contractor for use by the Township as Liquidated Damages. In the event of default, the Township reserves the right to accept any other proposal, advertise for new proposals or carry out the work in any way as the Township may, at its sole discretion, deem best.

The Contractor shall not commence work until such time as the requested Bond/Letter of Credit has been approved by the Municipal Treasurer.

The Irrevocable Letter of Credit shall act as guarantee that the Contractor will perform the work contemplated herein. If the Contractor expressly or by implication repudiates the contract herein, the Township may terminate the contract immediately upon written notice and immediately draw upon the Irrevocable Letter of Credit as liquidated damages. Notwithstanding the above, the Township shall retain any other right which it may have in law to claim for any and all damages which it may suffer as a result of the Contractor's breach of the provisions set forth in the contract.

13.1 Insurance and Indemnification

The Contractor shall at its own expense obtain and maintain until the termination of the contract, and provide the Township with evidence of:

- a. Comprehensive general liability insurance on an occurrence basis for an amount not less than five million (\$5,000,000) dollars and shall include the Township as an additional insured with respect to the successful bidders operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses.
- b. Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death, and damage to property with a limit of not less than \$2,000,000. inclusive for each loss.
- c. The bidder shall maintain Environmental Impairment Liability with a limit of not less than \$2,000,000. Per Incident /Annual Aggregate. Coverage shall include Third Party Bodily Injury and Property Damage including restoration cost for on-site and off-site clean-up. Coverage shall not be limited to sudden & accidental loss. Such insurance shall be maintained for a period of two years after conclusion of services provided under this Agreement.
- d. Such insurance shall add the Corporation of the Township of South Glengarry as Additional Insured with respect to the operations of the applicant. This insurance

shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township.

- e. The policies shown above will not be cancelled or permitted to lapse unless the insurer notifies the Township in writing at least thirty (30) days prior to the effective date of cancellation or expiry. The Township reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as the Township may reasonably require.
- f. The Contractor shall not commence work until satisfactory evidence of insurance has been filed with an approved by the Township. The Contractor shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date of the duration of the contract.
- g. The Contractors shall indemnify and hold the Township harmless from and against any liability, loss, claims, demands, costs, and expenses, including reasonable legal fees occasioned wholly or in part by any acts or omissions either in negligence or nuisance whether willful or otherwise by the Contractor, its agents, officers, employees, or other persons for whom the Contractor is legally responsible.

13.2 Workplace Safety & Insurance Board

The Contractor shall furnish a WSIB Clearance Certificate indicating their WSIB firm number, account number and that their account is in good standing. This form must be furnished prior to commencement of work, every sixty (60) days or upon receipt of a Clearance Certificate from WSIB throughout the contract and must be submitted with final invoice before payment is made. The Contractor further agrees to maintain their WSIB account in good standing throughout the contract period.

If the Contractor is a self-employed individual, partner or executive officer who does not pay WSIB premium and is recognized by WSIB as an "independent operator" a letter from WSIB acknowledging independent contractor status and confirming that WSIB as an "independent operator" a letter from WSIB acknowledging independent contractor status and confirming that WSIB cover is not required must be provided to the Township prior to commencement of work.

14. Safety Policies and Procedures and Related Documentation

The Contractor shall submit one (1) copy of each of the following items:

- Their written health and safety policy and program where required under Section 25 (2) (j) of the Occupation Health and Safety Act. Where not required, Proponents are asked to provide procedures or a written description of safety practices applicable to the work to be performed under the contract.
- They may be required to provide additional documentation /policies /procedures as applicable and as outlined in the contract requirements. These additional

requirements, if any, will be found in the contract document.

14.1 Contract Document

- Execute a Contract Document in triplicate in a form satisfactory to the Township.

14.2 Contract Period

- The term of the Contract will be for a period of three (3) years commencing December 1, 2021.

14.3 Renewal

- The Township, at its absolute sole discretion, has the option to renew the contract for an additional two (2) year period.
- In determining whether to renew the contract, the Township will consider the following, but not be limited to performance, price, and value.

14.4 Canadian Funds

- All invoices from the Contractor to the Township and all payments to the Contractor by the Township shall be made in Canadian Funds.

14.5 Payment

- The Contractor shall submit to the Township within ten (10) calendar days of the last working day of each month an invoice for the Work done in the month leading up to the last working day. The Township shall make payment within thirty (30) days from the date of receipt of the invoice upon verification by the Township that the work has been satisfactorily been completed.
- Where the Township disputes the amount of the invoice, the Township shall make payment of the undisputed amounts within the time limits described.
- Each invoice shall include all items as per “Record Keeping & Reporting Requirements”. Each invoice shall indicate the number of units serviced and the unit price for each item.
- The Township Designate shall withhold payment on all invoices until such a time the Contractor has supplied the required monthly report in a satisfactory manner.

14.6 Taxes

- Harmonized Sales Tax (HST) is extra.

14.7 Per Stop or Unit Cost for Contract Additions/Deletions

- The Contractor, upon notification, will assume the responsibility for collection services as soon as any new homes, buildings, subdivisions, businesses, etc. are ready for service as determined by the Township. Compensation for new stops will not be included in the invoice for that month but rather the contract value will be adjusted per the Annual Price Adjustment.
- Annual reviews of the number of stops will be performed by the Township and the Contractor. The number of stops will be based on the Municipal Property Assessment Corporation (MPAC) assessment January of each year.

14.8 Invoices & Documentation

- The Contractor shall submit an invoice to the Township at the end of each month representing billing for the Work done in the previous month. The invoice will contain all required data to support that the Contract has been completed.
- The Contractor shall also submit documentation monthly to accompany the invoice. Documentation will include an Excel spreadsheet, in the format provided by the Township, which summarizes all material collected by area/route. A copy of this unlocked spreadsheet is to be emailed to the Township each month.

14.9 Monies due to the Township

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

14.10 Payment Prior to Start of Contract

- The Contractor is not eligible for any payment prior to the startup of the Contract.
- When payment is made to the Contractor, they shall promptly pay to every subcontractor employed any amount properly due such subcontractor on account of Work covered by the Contract.
- The Township shall not be liable for, or be held to pay, any money to the Contractor except as provided above; and on making the complete payment aforesaid, the Township shall be released from all claim or liability to the Contractor for anything

done, or furnished form or relating to the Contract, or for any act or neglect of the Township relating to the Work, except the claim against the Township of the remainder, if any, of the amounts kept or retained as provided above.

14.11 Interest

- The Contractor shall not be entitled to any interest upon any bill for extra work on account of delay in its approval by the Township Designate.

14.12 Disputes

- In cases of disputes as to whether the service submitted meets the conditions in the accepted proposal, the decision of the Chief Administration Officer for the Township shall be final and binding on all parties.
- If dispute arises between the Township and the Contractor as to their respective rights and obligations under this Contract that cannot be resolved informally, the Parties shall use the following dispute resolution procedures to resolve such disputes:
 - a. Within fourteen (14) calendar days of the final informal attempt to resolve the dispute, the respective authorized representative shall provide a "Notice of Dispute" to the other representative in writing.
 - b. The dispute shall be referred by the Parties to non-binding mediation whereby the fees and expenses of the mediator will be divided equally (i.e., 50/50) between the Township and the Contractor. The mediator will be appointed jointly by the Parties.
 - c. If the Parties are unable to resolve the dispute within a period of thirty (30) days of the first mediation session, the dispute shall be resolved through binding arbitration in accordance with the Arbitration Act, 1991, S.O. 1991, C.17, as amended from time to time. The arbitration shall be conducted by a single arbitrator appointed jointly by the Parties. If the parties cannot agree on a single arbitrator, the arbitration shall be conducted by an arbitral tribunal. Each party will appoint one (1) member who will then appoint a third member to act as chair of the tribunal. The arbitrator, or arbitral tribunal will apportion the costs of the arbitration to the Parties.

14.13 Arbitration

- If there is any misunderstanding or difference of opinion with respect to the interpretation, application, administration, alleged breach of this contract, or the Contractor disputes any decision of the Township Designate required by this contract, the Contractor shall submit a written request for a ruling to the Township

Designate with respect to the matter not later than thirty (30) days after the day the matter arose, state the ground for the Contractor's position on the matter and submit the reports which support their position.

- The Municipal Designate shall within thirty (30) days of receipt of the Contractor's request either:
 - a. Request the Contractor to submit such further and other particulars with respect to the matter as required in which case the Contractor shall submit the required particulars within thirty (30) days of receipt of the Municipal Designates request. Following the Municipal Designates receipt of the particulars, the Contractor's request with particulars shall be dealt with in the same way as a request for ruling, OR
 - b. Notify the Contractor of their decision.
- The Contractor shall be entitled to an arbitration of the matter if:
 - a. The Township Designate fails to respond to the request for ruling, and the Contractor gives notice to the Township that they require an arbitration within ten (10) days of the date by which the Municipal Designate was required to give their ruling.
 - b. The Contractor objects to the Township Designates request for particulars and the Contractor gives notice to the Township that they require an arbitration within the time prescribed for the delivery of particulars, or
 - c. The Contractor disputes the Township Designates decision and gives notice to the Township that they require arbitration within ten (10) days of receipt of the Township Designates decision.
 - d. The Contractor shall be deemed to have abandoned the matter if they fail to observe any time limit specified in the paragraphs above unless the Township has extended the time limit in writing.
 - e. The Township and Contractor shall agree on an arbitrator within ten (10) days after the Township receives the notice provided for in the paragraph above. If the parties fail to agree, either party may apply to the court of competent jurisdiction for the appoint of an arbitration in accordance with the Arbitrations Act of Ontario, as amended. The Contractor shall be deemed to abandon the matter if no arbitration has been appointed within six (6) months of the Township's receipt of the notice specified in the paragraph above.
 - f. No one shall be named or act as an arbitrator who is interested in anyway financially in the contract or in the business affairs of either party to it or has been directly or indirectly involved to settle the matter.
 - g. The arbitrator is not authorized to make any decision inconsistent with the

contract, nor shall the arbitrator modify or amend any of the contract terms. The parties agree that the award made by the Arbitrator shall be final and binding and shall in all respect be kept observed. No matter may be submitted to arbitration except in accordance with the above provisions.

14.14 Force Majeure

- In the event that either the Township or the Contractor shall be unable to fulfil, or shall be delayed, or shall be prevented from the fulfilment of, its obligation under any contract awarded under this proposal by reason of acts of God, fires, floods, storm, lightening, explosions, riots, war, rebellion, sabotage and atomic or nuclear incidents, changes and/or amendments to the applicable federal or provincial laws, regulations, policies, guidelines, and/or directives (“Force Majeure”) or other reasons of like nature beyond the reasonable control of the party delayed or prevented from fulfilling any obligation hereunder, save and except for any delay or prevention from such fulfilment caused by a lack of funds or other financial reasons, delay or other failure arising out of the nature of the work to be done, or from the normal action of the elements or from any normal difficulties that may be encountered in the performance of the work, having regard to the nature thereof, shall in no event be deemed to be a cause beyond a party’s control.
- In the event that the performance of any contract awarded under this proposal, in the reasonable opinion of either party, is made impossible by force majeure, then either party shall forthwith notify the other in writing and the Township shall either; terminate the contract as soon as reasonably practicable in writing and without any further payments being made; or authorize the Contractor to continue the performance of the contract in writing with such adjustments and/or amendments as required by the existence of the force majeure and as agreed upon by both parties acting reasonably. If the parties cannot agree upon the adjustments and/or amendments, it is agreed by the parties that the contract shall be immediately terminated with no further obligations by either party.
- Proponents, by making a submission, acknowledge that Ontario Municipalities are subject to the Waste-Free Ontario Act, 2016 and Provincial Blue Box Program Plan (BBPP) that are outside the control of the Township. Repeal, replacement and/or amendment to the BBPP may change the operation of any Contract awarded under this RFP sufficiently to be classified, in the sole discretion of the Township, as a “Force Majeure” event. The parties hereby further acknowledge and understand that the Waste-Free Ontario Act, 2016 (WOFA) received Royal Assent in June, 2016 and enacted the Resource Recovery and Circular Economy Act, 2016 and the Waste Diversion Transition Act, 2016 and repealed the Waste Diversion Act, 2002 all of which along with associated regulations, when implemented may alter and/or change the scope of work of any Contract(s) awarded under this RFP and may impact any Contracts awarded under this RFP to the extent that such alteration

or change may be classified in the sole discretion of the Township, acting reasonably, as a “Force Majeure” event.

- For the purposes of clarification, a strike or lockout or other labour disruption shall not be considered a Force Majeure and for the purposes of clarification the Contractor shall be solely responsible for maintaining all collection and processing services, to the extent possible and reasonable in the circumstances.
- Within 30 days of the award of any contract, the Contractor shall submit to the satisfaction of the Township a contingency plan explaining in detail how performance of the service during any strikes and/or lockouts, fire or other major work interruption shall be maintained at the Contractors sole cost and expense. 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 Township, may result in termination of the contract.
- Delays in or failure of performance by either party under the contract shall not constitute default hereunder or give rise to any claim for damages if and to the extend caused by the occurrences beyond the control of the party affected, including but not limited to the decrees of Governments, acts of God, fires, floods, explosions, riots, war, rebellions, sabotage, and atomic or nuclear incident, but lack of finances, strikes, or other concerted acts by works delays or failure arising out of the nature of the Work to be done, or for 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 the parties control. Normal difficulties include but are not limited to those related to quality of equipment or delay in delivery of equipment.
- If performance of this contract in the reasonable opinion of either party is made impossible but by Force Majeure, then either party shall notify the other in writing and the Township shall either:
 - a. Terminate the contract forthwith and without any further payment being made; or
 - b. 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. If the parties cannot agree upon the aforementioned adjustments, it is agreed by the parties that the contract shall be terminated.

14.15 Forfeiture of Contract

At the opinion of the Township Designate, the contract, or any part thereof, may be terminated upon twenty-four (24) hours written notice to the Contractor if the Contractor:

1. Does not execute the contract before commencing Work;
2. Fails to commence Work on the commencement date specified in this RFP;

3. Declares their inability to pay their debts as they generally become due;
4. Is judged or adjudicated to be bankrupt or insolvent;
5. Becomes subject to, or requests any benefits or exemptions relating to any provisions or enactments concerning bankruptcy or insolvency;
6. Breaches any term of this contract;
7. Abandons the Work; or
8. Fails to complete 100% of each day's collection within the time limits provided.

In the event that the Township terminates all or part of the contract, the Township Designate may take whatever steps are considered advisable to secure the completion of the Work, and any damages or extra expenditures thereby incurred by the Township may be collected as deductions from the Contractor's invoices without prejudice to the Township's right to take action to recover under the contract performance bond.

14.16 Contract Termination

The Township may terminate the Contract if:

- a. Without cause at any time, upon six (6) months written notice being provided to the Contractor;
 - b. Immediately and without notice, if the Contractor attempts to dispose of any divertible material that was collected as part of this contract for processing at any landfill, or other disposal location
 - c. Immediately without notice, if the Contractor commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the Contractor makes a general assignment for the benefit of its creditors;
 - d. Immediately and without notice, if the Contractor does not comply with the Health and Safety requirements set out in these documents;
 - e. or Without notice, if the Contractor repeatedly fails to make sufficient payments for payments due to its Sub-Contractors or suppliers.
- Upon expiration of ten (10) days from the date of receipt of written notice to the Contractor. If the Contractor fails to comply with any significant request, instruction or order given by the Township; or fails to comply with, or persistent disregard for statutes, regulations, by-laws, or directives of relevant authorities related to the Work; or fails to perform the Work with skill and diligence expected of any similar Contractor; or assigns or sublets the Contract without the prior written consent of the Township; or refuses to correct deficient Work; or is otherwise in default in carrying out its part of any of the terms, conditions, and obligations of the Contract.
 - Any termination of the Contract by the Township, as aforesaid, shall be without prejudice to any other rights or remedies the Township may have.

If the Township terminates the Contract as noted above, it is entitled to:

1. Take possession immediately of all the Work and materials in progress and finish the Work by whatever means the Township may deem appropriate under the circumstances.
2. Withhold any further payments to the Contractor until the completion of the Work and
3. Recover from the Contractor, any loss, damage, and expense incurred by the Township by reason of the Contractor's default which may be deducted from any monies due or becoming due to the Contractor.

14.17 Early Termination Due to Changes in Legislation

- Proponents, by making a submission for the provision of blue box services in response to this RFP, acknowledge that Ontario Municipalities are subject to the applicable legislative requirements including but not limited to Waste Free Ontario Act (WFOA) and all applicable statutes, policies, programs, guidelines, regulations and standards including but not limited to the Provincial Blue Box Program Plan (collectively referred to as "Applicable Law") all of which are outside the control of the Township. 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 Township the services provided under the Contract for blue box services are no longer required or necessary to the Township. If the services provided by the Proponent are no longer necessary to the Township due to a change in Applicable Law, the Township 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 Township within 30 days of the repeal, modification, replacement and/or amendment to Applicable Law.

14.18 Remedies

The rights and remedies of the Township as set forth in any provision of the contract shall not be exclusive and are in addition to any other rights or remedies provided by law or in equity pursuant to the provisions of this contract.

The exercise of any remedy provided by the Contract does not relieve the Contractor of their sureties from any liability remaining under this contract. The Township Designate may take such steps as he/she considers necessary to remedy and breach of contract and any damages or expenditures thereby incurred by the Township plus a reasonable allowance for overhead may be collected by deduction of the monthly invoices.

The failure of either the Township or the Contractor to insist upon strict performance of any provisions of this contract shall not be construed as a waiver of or relinquishment of the right to insist upon strict performance of such provisions on any future occasion.

14.19 Liens

The Contractor and its surety or themselves, their successors and assignees shall fully indemnify the Township and all its' officers, servants, and employees from any and all liability or expenses by way of legal costs or otherwise in respect to any claim which may be made for lien or charged at law or inequity or to any claim or liability under the Construction Lien Act or to any attachment or debt, garnishee process or otherwise. The Township shall not in any case be liable to any greater extent than the amount owing by it to the Contractor, its Successors, or assignees.

14.20 Conflicts and Omissions

Neither party to the contract shall take advantage of any apparent error or omission in the contract. Any Work not herein and specified which is necessary for the proper performance and completion of any Work contemplated, which may be implied as included in the contract, at the sole discretion of the Township Designate shall be done by the Contractor as if such Work had been specified and shall not be construed as a variation of the Work.

14.21 Interpretation

No change or modification to the contract shall be valid unless it is in writing and signed by the Contractor and the Township Designate.

Works importing the singular number shall include the plural, and vice versa and words importing the masculine gender shall include the feminine gender and words importing persons shall include firms and corporations and vice versa.

14.22 Assignment

Following award of the contract, the Contractor shall not, without written consent of the Purchasing Agent or Designate make any assignment or any subcontract for the execution of any service or product hereby proposed. The consent of the Municipal Designate may be arbitrarily withheld.

14.23 Compliance with the AODA, 2005

The Contractor shall ensure that all its employees, agents, volunteers, or others for whom the Contractor is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "regulation") made under the Accessibility for Ontarians with Disabilities Act, 2005, as amended the "Act". The Contractor shall ensure

that such training includes without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation. The Contractor shall submit to the Township as required from time to time, documentation describing its customer service training policies, practices, and procedures, and a summary of its training program, together with a record of the dates on which training was provided and a list of the employees, agents volunteers, or others who received such training. The Township reserves the right to require the contractor to amend its training policies to meet the requirements of the Act and the Regulation.

14.24 Changes in Law

- The Contractor acknowledges and agrees that at all times its obligations and duties under this Contract shall be performed in accordance with all Applicable Laws.
- For the purposes of clarity, the Contractor shall be solely responsible for complying with all federal and provincial laws, regulations, policies, and procedures governing the performance of the work (“Applicable Laws”) as may be amended and replaced from time to time.
- In addition to acting in compliance with all Applicable Laws, the Contractor
- shall behave in an ethical manner having regard for the condition, well-being, and fair treatment of all persons, places, and things.
- A “Change of Law” includes but is not limited to any legal change, amendment, alteration to Applicable Law including a policy, plan, directive, statute, statutory instrument, regulation, or by-law through:
 - 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 or administrative body that may affect the Work; or
- Any guidance, recommendations or directions provided from any ministerial authority applicable to the duties contained in the Contract.
- If a Change of Law occurs or is about to occur, that results in a significant effect on the ability of the Contractor to perform the work as determined by the Township acting reasonably and/or the ability of the Township to authorize the performance of the work, and/or significantly alters the scope of work to be performed, then the Township, in its sole discretion may notify the Contractor in writing of the Change of Law and either party may notify the other to express an opinion on its likely effects, providing details of their opinion regarding:
 - Any necessary change in the Work;
 - Whether any changes or amendments are required to the Contract to deal with the

- Change of Law;
- Whether any relief is required from the terms, conditions and obligations set out under the Contract is required prior to or after implementation of any relevant Change of Law;
 - Any loss of income that may result from the Change of Law;
 - Any estimated change in the costs of performing the work as a direct result of the Change of Law; and
 - Any costs and/or expenses required or may no longer be required as a result of the Change of Law.
- In each case, full details of any proposed procedure and/or cost for implementing the resulting change in the Work shall be provided by the Township to the Contractor in writing in its sole discretion confirming any changes to the Contractor's responsibilities as a result of the Change in Law. Any resulting variation to the Contract Price shall be dealt with in accordance with the Change Management Section herein.

14.25 Change Management

- The Township shall be entitled in its sole and absolute discretion to make changes, alterations and/or amendments to the Work. If the Township deems it prudent to require a change in the Work, the Township shall notify the Contractor of the change in the Work in writing ("Change Notice").
- The Change Notice shall describe the change in the Work in sufficient detail to enable the Contractor to calculate and provide a change in costs estimate (the "Costs Estimate"), if any. The Contractor agrees that the Costs Estimate shall be provided in writing to the Township within a period of fifteen (15) working Days or other timeline agreed to with the contract administrator in writing from the date of receipt of the Change Notice.
- The Costs Estimate shall include but is not limited to the following as it relates to the change in Work:
 - a. A comment on whether or not relief from compliance with Contractor's obligations under the Contract is required;
 - b. Any impact on Contractor's ability to meet its obligations and the terms and conditions set out in the Contract;
 - c. Any amendment that may be required to be made to the terms and/or conditions of the Contract;
 - d. Any change in the Contractor's costs;
 - e. Any potential or actual loss of revenue; and
 - f. Any potential or gain in revenue anticipated.

- As soon as practicable after the Township receives the Costs Estimate, the parties shall act in good faith to resolve the issues set out in the Costs Estimate, including but not limited to providing evidence that the Contractor has used best efforts, such as (where practicable) the use of competitive quotes with its sub-Contractors to minimize any increase in costs and maximize any reduction in costs, demonstrating that any expenditure to be incurred or avoided has been determined in a cost effective manner, and any other evidence deemed appropriate by the Contractor.
- If the Contractor does not intend to use its own resources to implement any change in the Work, it shall sub-contract or source, to the satisfaction of the Township, the required resources with the objective of ensuring that it obtains best value for money when procuring any Work, services, supplies, materials, or equipment required in relation to the change in the Work.
- If the parties are unable to agree to the changes/costs set out in the Costs Estimate, then the parties will resolve the matter in accordance with the Settlement of Disputes provision set out in the Contract.
- As soon as practicable after the Costs Estimate as may be modified, amended, or altered by the parties have been agreed to or determined in accordance with the Settlement of Disputes provision by the parties, the Township shall:
 - Confirm in writing the acceptance of the Cost Estimate; or
 - Withdraw the proposed change in the Work.
- If the Township does not confirm in writing the acceptance of the Cost Estimate as may be modified or altered within twenty (20) Business Days, the Township's proposed change shall be deemed to have been withdrawn.
- Unless the parties agree to a different implementation timeframe, in writing, any change in Work shall be implemented within fifteen (15) working Days after the Contractor receives confirmation of the Cost Estimate from the Township.
- Any change in the Work that causes, or is expected to cause, the Contractor's costs or any sub-Contractor's costs to decrease shall be treated as a benefit to the Contractor with the expectation and understanding that the Township will also realize a proportional financial benefit in an amount to be negotiated in good faith between the parties. If such an understanding cannot be reached the parties agree to resolve the difference through the Arbitration provision.

Change to the Work Proposed by the Contractor:

If the Contractor seeks to propose a change in the Work, it must notify the Township in writing. The Contractor in proposing a change in the Work agrees to provide the Township

with the following information and details in writing:

- a. A description of the proposed change in the Work in sufficient detail, to enable to Township to evaluate it in full;
- b. Reasons in support of the Contractor's proposed change in Work;
- c. Set out the details and implications of the change in the Work, including any anticipated change in the costs of providing the Work by the Contractor and any gain or loss in revenue to the Contractor potentially associated with the proposed change;
- d. Indicate whether a variation to the Contract Price is proposed (and, if so, provide a detailed cost estimate of such proposed change); and
- e. Identify an appropriate timeframe, for the implementation of the change in Work.

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

- a. A change in the Contract Price will occur;
- b. The change affects the quality of the Work or the likelihood of successful delivery of the amended Work;
- c. The change will interfere with any relationship of the Township with third parties;
- d. The financial strength of the Contractor is sufficient to perform the change; and
- e. The change materially affects the risks or costs to which the Township is exposed.

- If the Township accepts the Contractor's change in Work proposal (with or without modification), the change in the Work shall be implemented within fifteen (15) business Days of acceptance of the proposal by the Township, unless the parties agree to a different implementation timeframe in writing. All changes to the scope of Work and/or terms and conditions of the Contract shall be documented in writing and Contract amended where appropriate. Where the Township accepts the Contractor's change proposal, the Township shall notify the Contractor in a timely manner.
- If the Township rejects the Contractor's change proposal, the Township shall provide written reasons outlining the basis upon which the change in Work is not accepted by the Township.
- Unless the Township specifically agrees to an increase in the Contract Price in writing, there shall be no increase in Price as a result of a change in the Work proposed by the Contractor.
- Except as specifically confirmed in writing by the Township in accordance with this Section, all Work shall remain unaltered and shall be performed in accordance with the terms and conditions of the Contract.

- Any change in the Work proposed by the Contractor that causes or that is expected to cause the Contractor's costs or any sub-Contractor's costs to decrease shall be treated as a benefit with expectation that the Township will also realize a proportional financial benefit in an amount to be negotiated in good faith between the parties. The parties agree to take all reasonable steps to negotiate the proportional financial benefit in good faith, failing which the parties agree to the Arbitration provisions.

14.26 Regulations and By-laws

- The Proponent is to base its Bid on the requirements and limits set out in the various by-laws which are available upon request and are located on the Municipal Website. Proponents are encouraged to familiarize themselves with these bylaws. The Township will not consider any appeals for extra payment because the Contractor(s) is unfamiliar with the bylaws. Changes in future by-laws will not result in future requests for extra payments. Proponents are advised that by-laws are subject to change as determined exclusively by the respective Township.
- Bidders acknowledge that at any time of requesting Bids for this contract and for time to time throughout the terms of the Contract, the Township may review and amend the various waste bylaws and any amendment may affect the Work required. The Proponent fully accepts the risk that any such amendment may increase its costs of performing Work required by this Agreement.
- All federal, provincial, and local laws and regulations now or hereinafter enacted shall become a part of the contract and be complied with in the performance of all portions of the Work.
- The Contractor(s) is assumed to be familiar with 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 plea of misunderstanding will be considered on account of ignorance.
- The Successful proponent must arrange his operation to conform to the Township's Noise Bylaw.
- If the Contractor(s) discovers any provision in the specifications or contract which is contrary to, or inconsistent with any laws or regulation, he shall forthwith report to the Township Designate in writing, prior to the closing of the RFP.
- The Contractor(s) all vehicle drivers in employment for the Contractor(s) shall hold a valid driver's licenses for the vehicle in which they are engaged to drive.
- The Contractor(s) will require a Certificate of Approval for the operation of a waste

management system from the Ministry of the Environment, Conservation, and Parks and shall be required to operate and maintain vehicles in accordance with the current and projected standards of the Ministry of Transportation.

- Documented evidence must be filed with the Township indicating the necessary permits and licenses are valid and current. These documents will become part of the contract entered into between the Township and the successful Contractor.
- After award of the Contract, and on an annual basis thereafter, the Contractor shall confirm, in writing, to the Township that all vehicles being used for the Work comply with the CVOR inspection schedule and provide copies of the CVOR report to the Township Designate.
- The Contractor shall immediately notify the Township of any change in its CVOR safety rating.

14.27 Exclusion of Proponent in Litigation

- The Township may, in its absolute discretion, reject a proposal submitted by a Proponent if the Proponent, or any officer or director of the Proponent is or has been engaged, either directly or indirectly through another corporation, in a legal action against the Township, its elected or appointed officers and employees in relation to:
 - a. Any other contract or services; or
 - a. Any matter arising from the Township's exercise of its powers, duties, or functions.
- In determining whether to reject a proposal under this clause, the Township will consider whether the litigation is likely to affect the Proponent's ability to work with the Township, its consultants, and representatives, and whether the Township's experience with the Proponent indicates that the Township is likely to incur increased Staff and legal costs in the administration of the contract if it is awarded to the Proponent.

14.28 Exclusion of Proponent Due to Poor Performance

- The Township Designate shall document evidence and advise the Township's in writing where the performance of a Contractor has been unsatisfactory in terms of failure to meet contract specifications, terms, and conditions or for Health and Safety violations.
- The Municipal Treasurer may, in consultation with the Municipal Solicitor, prohibit an unsatisfactory supplier from bidding on future contracts for a period of up to three (3) years.

14.29 Schedule of Liquidated Damages

Incident	Liquidated Damages
Failure to complete the day's work (i.e., work carried over to the following day and/or missed collections)	<ol style="list-style-type: none"> 1. \$100 per incident 2. \$500 per route 3. \$1,000 per route on the 2nd day 4. \$1,500 per route on the 3rd consecutive day
Failure to perform collections within the specified hours of work	\$100 per day, per route
Failure to complete Special Consideration Collections	\$100 per incident
Failure to meet the General Operating Details for Collection	\$100 per incident
Using vehicles dedicated to this contract to collect material from a private account or making collections not approved by the Township	<ol style="list-style-type: none"> 1. \$500 per truck, 1st incident 2. \$1,000 per truck, 2nd incident 3. \$1,500 per truck, 3rd incident
Failure to meet the Record Keeping and Reporting Requirements	\$500 per incident
Failure to meet the Residue management requirements and load is rejected at MRF	\$100 per tonne
Failure to comply with compaction ratio or weight limits	\$500 per load
Failure to respond to complaints as directed by the Municipal Designate	\$100 per incident
Failure to meet customer service standard	\$100 per incident

Failure to meet the Health and Safety Standards	<ol style="list-style-type: none"> 1. \$500 per truck 1st incident 2. \$1,000 per truck 2nd incident
	<ol style="list-style-type: none"> 3. \$1,500 per truck 3rd incident
Failure to follow the Off Loading Procedure at the various facilities	\$100 per incident
Collection of Contaminated recycling or not opening film collection bags	\$100 per incident
Collection of Garbage over the limit	\$500 per incident
Collection of yard waste in an inappropriate container	\$100 per incident

15. Form of Proposal

A SIGNED ORIGINAL OF THIS FORM OF PROPOSAL MUST BE INCLUDED IN THE FINANCIAL SUBMISSION

1. Please state terms of payment (Note: Early payment discounts will be considered in the award of the contract, and will apply after taxes):
-

2. I/We, the undersigned authorized signing officer of the Proponent, HEREBY DECLARE that no person, firm or corporation other than the one represented by the signature (or signatures) of proper officers as provided below, has any interest in this proposal
3. I/We further declare that all statements, schedules, and other information provided in this proposal are true, complete, and accurate in all respects to the best knowledge and belief of the Proponent.
4. I/We further declare that this proposal is made without connection, knowledge, comparison of figures or arrangement with any other company, firm, or persons making a proposal and is in all respects fair and without collusion for fraud.
5. I/We further declare that the undersigned is empowered by the Proponent to negotiate all matters with the Corporation representatives, relative to this proposal.
6. We further declare that the agent listed below is hereby authorized by the Proponent to submit this proposal and is authorized to negotiate on behalf of the Proponent.
7. I/WE have allowed for Addenda numbered as follows: # _____ through to # _____
Failure to acknowledge all addenda will result in your proposal being rejected.

COMPANY NAME: _____

ADDRESS: _____

CITY/PROVINCE: _____

POSTAL CODE: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

I/WE are authorized to bind the COMPANY/CORPORATION: NAME (Please print or type): _____

TELEPHONE NUMBER (_____) _____ FAX NUMBER (_____) _____

HST REGISTRATION #: _____

EMAIL ADDRESS: _____

DATE OF PROPOSAL: _____

15.1 Financial Proposal

WASTE MANAGEMENT COLLECTION SERVICES

Proponents must complete all required BID Forms from the Financial Proposal for the Parts of Work they wish to submit on. The Schedules for Parts A through E are listed below for reference. The Proponent shall complete the Bid Forms as outlined and ensure all prices are quoted in Canadian dollars and that HST not included in the proposed prices.

Part of the Work	Description	Check if completed
Part A: Recycling-weekly	<ul style="list-style-type: none"> • Collect the recyclables from all specified locations. • Deliver all recyclables to a location designated by the Municipality. • Maintain a comprehensive reporting program to the Township, monthly, or as required by the Township concerning all collection program operations. 	
Part B: Recycling Bi-weekly	<ul style="list-style-type: none"> • Collect the recyclables from all specified locations. • Deliver all recyclables to a location designated by the Municipality • Maintain a comprehensive reporting program to the Township, monthly, or as required by the Township concerning all collection program operations. 	
Part C: Garbage Collection - Weekly	<ul style="list-style-type: none"> • Collect the Garbage from all specified locations. • Deliver all collected Garbage to the designated landfill. 	

	<ul style="list-style-type: none"> • Maintain a comprehensive reporting program to the Township, monthly, or as required by the Township, concerning all collection program operations. 	
Part D: Yard waste Collection- Seasonal	<ul style="list-style-type: none"> • Collect the Yard Waste from all specified urban locations in reusable containers or certified kraft paper compostable bags; • Deliver all collected Yard Waste to the composting site/designated landfill or such location as the Township designate may, in writing, designate; • Maintain a comprehensive reporting program to the Township, monthly, or as required by the Township concerning all collection program operations. 	
Part E: Large Item Collection	<ul style="list-style-type: none"> • Collect the Large Item from all specified locations on an annual basis. • Deliver all collected Garbage to the designated landfill. • Maintain a comprehensive reporting program to the Township, monthly, or as required by the Township concerning all collection program operations. 	
Part F: Organic Waste Collection	<ul style="list-style-type: none"> • Collect the Organic Waste from all specified urban locations in reusable containers or certified compostable bags; • Deliver all collected Organic Waste to the composting site/designated landfill or such location as the Township designate may, in writing, designate; • Maintain a comprehensive reporting program to the Township, monthly, or as required by the Township concerning all collection program operations. 	

15.2 Addendums

- No addendum(s) will be issued within 48 hours prior to bid closing. All addendum(s) become part of the bid documents and must be acknowledged and/or submitted as instructed with the bid. All addendum(s) will be posted on the Municipal website. All submissions shall indicate separately, harmonized sales tax (HST). It is the responsibility of the bidder to verify with the Customs and Excise Branch of Canada Customs and Revenue Agency any rulings for payment of tax or tax exemptions. Prices quoted shall be in Canada funds inclusive of customs. It is the Bidder's sole responsibility to check the website for addendum(s) prior to submitting their bid. Any bid received without addendum(s) acknowledged and/or submitted as instructed will be rejected.

15.2 Litigation

- No bid will be accepted from any Bidder inclusive of its subcontractor(s), which has a claim or instituted a legal proceeding or has threatened a claim or instituted a legal proceeding with respect to any previous contract, without prior approval by Council.

15.3 Accessibility Standards for Customer Service

- It is the Bidder's responsibility to ensure that they, their employees and agents and all sub-contractors hired under this contract are in full compliance with Section 6 of Ontario Regulation 429/07, accessibility Standards for Customer Service made under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

16. Municipal Freedom of Information and Protection of Privacy Act (MFIPPA):

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

16.1 Permits, Licenses and Regulations:

- The Bidder shall apply and pay for all necessary permits and licenses, approvals and consents required for the execution of the work. The Bidder shall give all necessary notices and pay all fees required by law and comply with all laws, by-

laws, rules, regulations, and requirements relating to the work and to the preservation of public health. The bidder shall be responsible for the safety of all workers and equipment on the site in accordance with all applicable safety legislation passed by Federal, Provincial, and Local authorities governing construction safety.

16.2 Authority to Change

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

16.3 Assignment

- The Contractor shall not assign, transfer (including a change in control), convey, sublet, or otherwise dispose of this Contract or his/her right, title or interest therein, or his power to execute such Contract, to any other person, company, or Township, without the prior written consent of the Township which shall not be unreasonably withheld.
- The Contractor acknowledges and understands that the Township is subject to its statutory and regulatory obligations as they relate to waste diversion and the blue box program including but not limited to the Waste Free Ontario Act, 2016, Waste Diversion Act, 2002, and Provincial Blue Box Program Plan (BBPP). The Contractor agrees that the repeal, replacement, or amendment of any applicable legislation governing the obligations and activities of the Township as it relates to the matters provided in this Agreement shall permit the Township to assign this Contract. The Contractor agrees that such assignment will become effective upon providing thirty (30) calendar days' written notice to the Contractor and the Contractor shall accept such assignment forthwith and execute all documentation as may be required to give full effect to such assignment.
- The Contractor acknowledges and agrees that it shall not be entitled to any compensation, fees or damages for any assignment due to a change in the applicable legislative and/or statutory requirements relating to the services provided under the terms of this Contract nor any change in fees charged for services provided under the Contract save and except those changes agreed in advance of the assignment negotiated under the provisions of the change management clause set in this Contract. The Contractor agrees that the Township shall have no liability whatsoever, howsoever incurred, for any additional costs after the assignment date save and except those costs negotiated in advance of the assignment.

16.4 Taking the Work out of the Contractor's Hand

- Where the Contractor becomes bankrupt or insolvent, delays commencing or

diligently executing the Work, abandons the Work or has otherwise failed to perform any of the provisions of the Contract, the Township may, without previous notice and without process or suit at law, take the work out of the hands of the Contractor and have it completed by whatever means are considered necessary. In addition to any other remedy available in law or equity, the Township may use all monies due to the Contract to correct or complete the work.

DRAFT

Bid Sheet
 TOWNSHIP OF SOUTH GLENGARRY
 6 Oak Street
 Lancaster, ON
 K0C 1N0
 613.347-4166
 southglengarry.com

RFP # 15-2021
Waste Management and Recycling Collection Services

DATE: _____
BIDDER COMPANY NAME: _____
AUTHORIZED SIGNATURE: _____

1. Bidders are to provide the first-year unit prices. Subsequent years will be adjusted based on the prescribed CPI formula
2. Unit Prices are to be shown in Canadian dollars and exclude taxes
3. *Leaf and Yard waste collection is provisional, and shall only be awarded should the Township determine it to be feasible

Table 1: Total Curbside Stops

*Estimated Curbside stops
 Annual 5,965*

Table 2: Curbside Collection Services

Part	Material Stream	Option	# Of Stops (5,965)	# Of Weeks per year	Total Price
Part A	Double Stream Recycling Collection	weekly	5,965	52	\$
Part B	Single Stream Recycling Collection	biweekly	5,965	26	\$
Part C	Garbage Collection	weekly	5,965	52	\$
Part D	Yard Waste Collection	Seasonal	5,965	1 (3 days)	\$
Part E	Large Item Collection	Seasonal	5,965	1	\$
Part F	Organic Waste Collection	Weekly	5,965	52	\$

Curbside Waste Programs

Garbage

- Weekly Collection
- Collected Monday-Thursday
- Collect a current maximum of 8 bags or containers for free
- No construction material
- No bulk items
- All items must be contained in a bag or a container to be collected

Recycling

- Biweekly Collection
- Collected Monday-Thursday, on the same day garbage is collected
- Cardboard can be bundled and placed next to recycling
- Contractors are to accept blue bins, and reusable containers marked recycling
- Unlimited Collection of Recycling
- Unacceptable materials left behind
- No plastic film or Styrofoam accepted

Leaf and Yard Waste

- Once per year
- 2 existing composting facilities
- Christmas tree collection

Large Item Collection

- One week per year
- Collected Monday-Thursday

Organic Waste Collection

- Weekly or Bi-weekly Collection
- Collected Monday-Thursday

PRIVATE ROADS

The following chart lists the private roads within the Township of South Glengarry and the level of service provided. Seasonal service means that these roads are serviced from May 1st until November 30th, inclusively.

ROAD

SERVICE

181st Avenue

Seasonal

County Road 2

173rd Avenue
County Road 2

At County Road 2

170/171 Avenue
County Road 2

At County Road 2

169th Avenue
County Road 2

At County Road 2

168th Avenue
County Road 2

At County Road 2

167th – Laroque

At County Road 2

County Road 2

ROAD

SERVICE

165th - Gauthier
County
Road 2

Year Round

164th - Lefebvre
County Road 2

Year Round

153rd
County Road 2

Year Round

152nd
Road 2 County

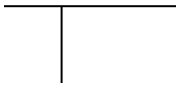
At County Road 2

151st - Gunn Cr.
County Road 2

Year Round

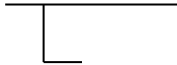
Spruce .1 | Marleau .5
Pleasant Dr .15 | Popular
.1
River Dr. .1

147th – Diem
County Road 2



At County Road 2

94th – Danaher’s Lane
South Service Road



Year Round

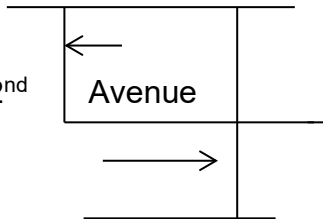
Creg Quay

Year Round

ROAD

SERVICE

80th – Marina Road
South Service Road



82nd Avenue

↑ (Amandale

Bay)
.8 km

Creg Quay

Restaurant
Marina
William .05

Bayview .2

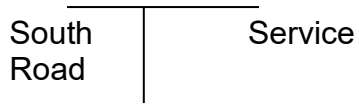
78th - Nadeau’s Point
South
Service Road



Year Round

South
Service Road

69th Avenue Year Round



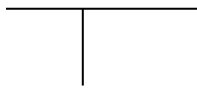
Westley's Point Year Round

61st Avenue Seasonal
MacLachlan's Point

60th Avenue Year Round
South Service Road



58th Avenue Seasonal
South Service Road



55th Avenue Seasonal
Bishop's Point

49th Avenue Year Round
South Service Road

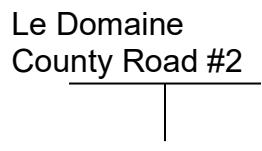


ROAD

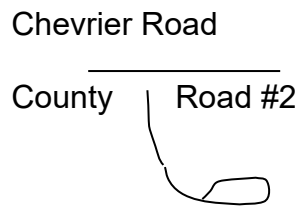
SERVICE

45th Avenue Container at South
Glen Gordon Est Service Road





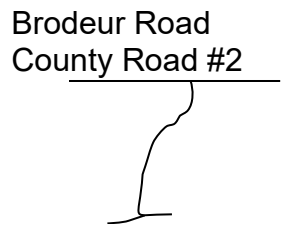
At County Road 2



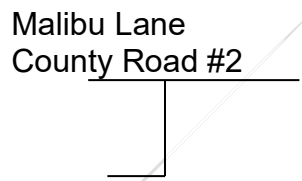
Seasonal



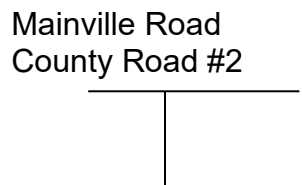
Seasonal



At County Road 2



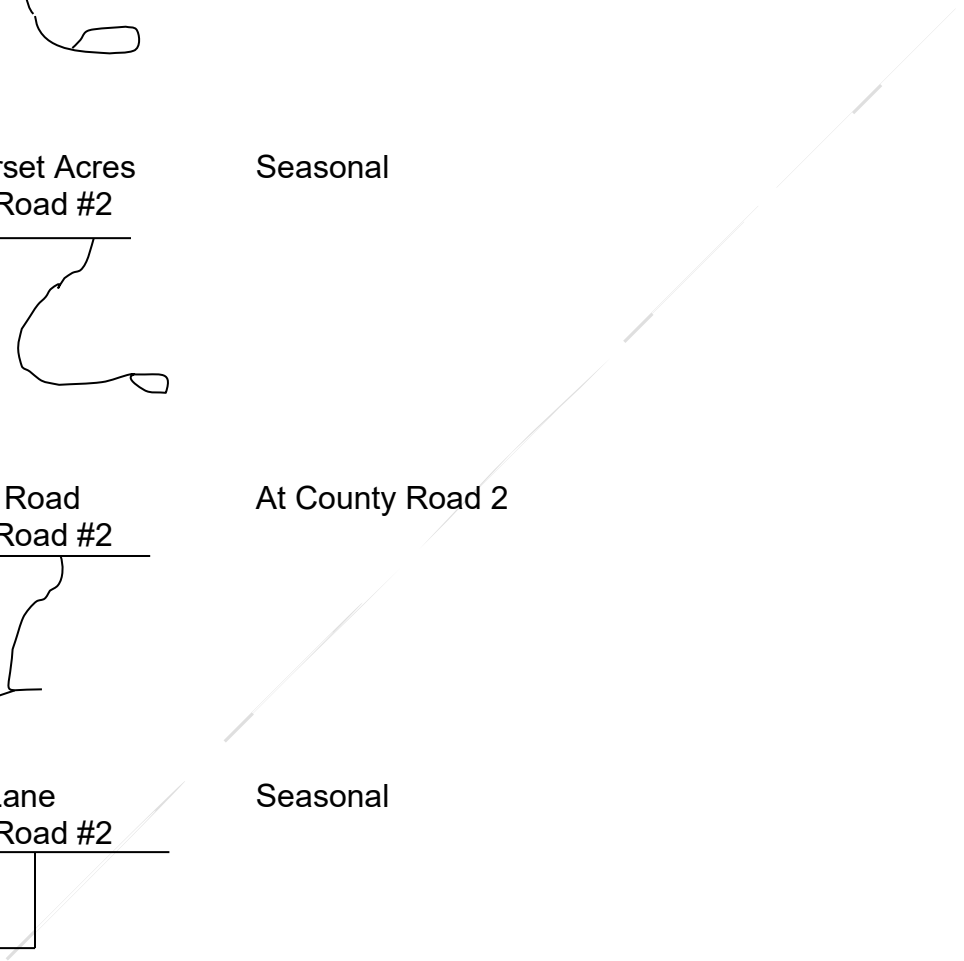
Seasonal



At County Road 2

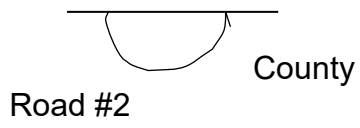
ROAD

Service



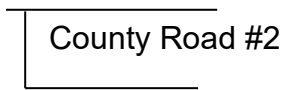
Marion Road

Seasonal



Hamilton Island

Year Round



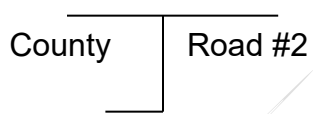
McGibbon Road

At County Road 2



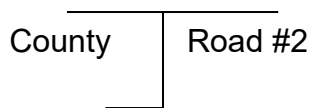
Willow Bay

Seasonal



Silmser Road

At County Road 2



Prevost Point

Garbage brought to
curve in winter

County Road #2

X Winter
Pickup

Craig Road

Seasonal

County Road #2

ROAD

SERVICE

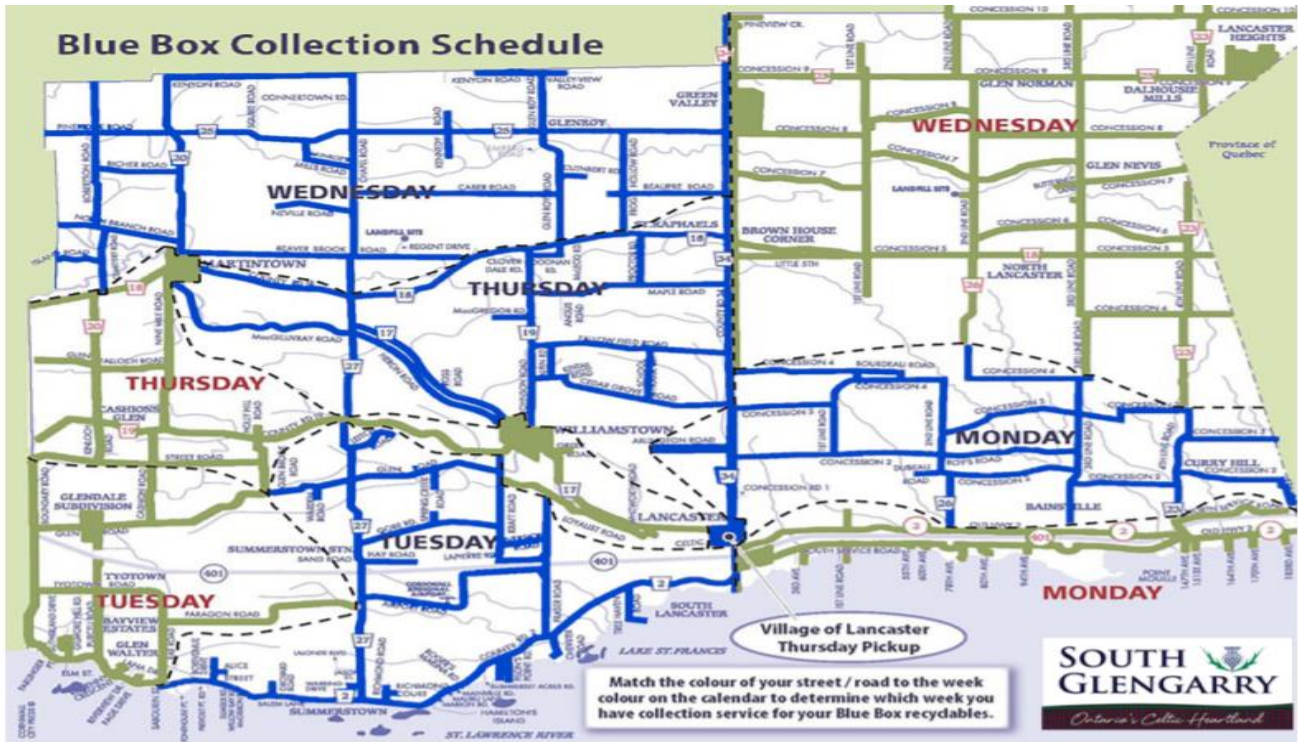
Pilon's Point

Year Round

County Road #2

St. Francis Lane St.
Louis Point

Curbside Collection Map



Area Descriptions

The days listed below for pickup are the current days. The Township reserves the right to change these days with the successful contractor and WILL change them to correspond with garbage pickup.

AREA #1 -All roads north of County Road 18, County Road 34 north of Beaupre Road to Green Valley and all of Green Valley west of County Road 34 -Wednesday bi-weekly

AREA #2 -Martintown, Williamstown, County Road 18 (Kings Road) west of Martintown, all roads south of County Road 18 to Street Road including Nine Mile Road and all roads west of Nine Mile Road, Glen Brook Road, County Road 19 (South Branch Road), Loyalist Road and County Road 17 east of Williamstown to Lancaster Village including Wentworth Road -Thursday bi-weekly

AREA #3 -County Road 27 north of County Road 19 (South Branch Road) to and including Beaver Brook Road, County Road 18 east of Martintown to County Road 34, all roads east of the Nine Mile Road north of County Road 19 (South Branch Road) and Williamstown, County Road 34 south from Beaupre Road, to Lancaster Village and north from Lancaster Village to Concession 7 east and all of Lancaster Village -Thursday bi-weekly

AREA #4-Summerstown Station, Summerstown, Glen Road east of the Glen Brook Road to Kraft Road, County Road 27 (Summerstown Road) south of County Road 19 (South Branch Road), and all roads east of County Road 27 south of County Road 19 and Loyalist Road, and all that part east of Rae Road east along County Road 2 (Highway 2) to Lancaster Village, and Hamilton Island - Tuesday bi-weekly.

AREA #5 -Paragon Road, Glendale Subdivision, Glen Road west of the Glen Brook Road to Boundary Road, Cashion Road, and all areas west of and including Rae Road west to Boundary Road and south to and including County Road 2 (Highway #2) - Tuesday bi-weekly.

AREA #6 -All areas north of Area #7 and east of County Road 34 to the Township boundaries and including all of Green Valley east of County Road 34 -Wednesday bi-weekly.

AREA #7 -All of the area located along and south of the following line defined as starting at County Road 34 then easterly along Concession 4 Road and Bourdeau Road to 3rd Line Road then southerly along 3rd Line Road to Concession 3 Road and then easterly along Concession 3 Road to 4th Line Road, southerly along 4th Line Road, then easterly on Concession 3 Road to the Quebec border, but not including the North Service Road, County Road 2 or any areas south of this line - Monday bi-weekly.

AREA # 8

South Lancaster, the South Service Road and all points extending from the South Service Road to the Quebec border, the North Service Road and County Road 2 from the Quebec border west to County Road 34, County Road 26 south of the tracks and 1st Line Road extending off County Road 2 - Monday bi-weekly.

Any part of the Township not included in one of the areas outlined above, whether due to omission or expansion of the township, shall be assigned to an area by the Township.

Early Termination Bid Form
 Township of South Glengarry
 6 Oak Street, P.O. Box 220
 Lancaster ON K0C 1N0
 613.347.1166 | southglengarry.com

DATE: _____

BIDDER COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

RFP # 15-2021

1. Bidders are to provide the costs associated with the Township exiting the contract before the 5-year term in complete.
2. Unit Prices are to be shown in Canadian dollars and exclude taxes

Proponents, by making a submission for the provision of Blue Box services in response to this RFP, acknowledge that Ontario Municipalities are subject to the applicable legislative requirements including but not limited to Waste Free Ontario Act (WFOA) and all applicable statues, policies, programs, guidelines, regulations and standards including but not limited to the Provincial Blue Box Program Plan (collectively referred to as "Applicable Law") all of which are outside the control of the Township. Proponents further acknowledge that legislative changes including but not limited to repeal, replacement, or amendment of any Applicable Law may change or alter the Contract awarded for blue box services under this RFP in such a manner that in the sole and absolute discretion of the Township the services provided under the Contract for blue box services are no longer required or necessary to the Township. If the services provided by the Proponent are no longer necessary to the Township due to the change in the Applicable Law, the Township 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 Township within 30 days of the repeal, modification, replacement and/or amendment to Applicable Law.

Table 1: Curbside Collection Services

Year	Cost	Description of Cost
Single Stream Recycling Collection Services		
Year 1	\$	
Year 2	\$	
Year 3	\$	
Year 4	\$	
Year 5	\$	

Table 2: Garbage/Yard Waste Collection services

Year	Cost	Description of Cost
Double Stream Recycling Collection Services		
Year 1	\$	
Year 2	\$	
Year 3	\$	
Year 4	\$	
Year 5	\$	

Year	Cost	Description of Cost
Garbage/Yard Waste Collection Services		
Year 1	\$	
Year 2	\$	
Year 3	\$	
Year 4	\$	
Year 5	\$	