

# Municipality of the District of Argyle



## Request for Proposals

### Provision of Curb-Side Collection and Transportation of Source Separated Solid Waste

**January 2020**

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## **PART ONE – GENERAL PROVISIONS**

### **1. DEFINITIONS**

In these Contract Documents, the following definitions apply:

"Authority" means the Western Region Solid Waste-Resource Management Authority or Waste Check.

"CAO" means the Chief Administrative Officer for the Municipality of the District of Argyle.

"Municipality" and "Municipality of Argyle" means Municipality of the District of Argyle.

"Contract Documents" means the complete set of documents including the Request for Proposals, Instruction to Proponents, Form(s) of Tender, Schedule of Prices, General Provisions, Specifications, including all Appendices plus any supplement and/or addenda constituting and forming the contract documents with the successful proponents (Contractors)

"Contractor" means the individual, partnership, corporation or other entity whose Tender is accepted for the work(s) and is the Contractor with whom an Agreement/Contract shall be negotiated and includes any legal representative of the Contractor and the words "He/She" or "His/Hers" when used in respect to the Contractor respectively include and represent the words "They" and "Theirs" if there is more than one Contractor and the words "It" or "Its" if the Contractor is a company or a body corporate.

"Sub-contractor" means those having a direct contract with the Contractor to perform a part or parts of the work(s).

"Other Contractor" means any entity, person, firm or corporation employed by or having a separate contract directly or indirectly with the Municipality other than the Contractor.

"Work" or "Works" unless some other meaning is obvious from the context, means the whole of the work, matters, or things, required to be done or applied under the Contract, including all extras or additional work or material duly authorized under the terms of the Contract.

"Source-Separated Solid Waste" generally means discarded Residuals, Organics and Recyclables separated into the appropriate streams by the generators of the material.

"Curb-Side Collection and Transportation" generally means the act of picking up Source Separated Solid Waste from Serviced Units, loading it into collection vehicles, hauling it to the appropriate

Receiving Facility(s), weighing and unloading it as designated by the CAO.

"Curb-Side Collection Vehicle" generally means a vehicle designed for the purpose of collecting residuals, recyclables and organics and is equipped with special lifting devices for organic collection carts.

"Collectable Residuals" generally means rejected or discarded materials from Serviced Units as described in and placed in accordance with the provisions of Appendix E, attached.

"Collectable Recyclables" generally means materials that may be reprocessed into new materials or products and which are placed for collection from Serviced Units as described in and placed in accordance with the provisions of Appendix E, attached.

"Collectable Organics" or "Organic Materials" generally means material of plant or animal origin placed for collection from Serviced Units as described in and placed in accordance with the provisions of Appendix E, attached.

"Aerated Organics Carts", "Organics Carts" or "Carts" generally means ventilated wheeled carts designed for containing and storing Organics, designated by the Authority for use in the organics collection program.

"Cart Lifter" or "Lifter" means a semi-automated or automated lifting mechanism including hydraulic pump(s), valves, hosing and installation designed to prevent damage to the organic carts. Cart lift lip is European style.

"Serviced Units" are defined in Part Two, Section Four, Customer Definition and mean those types of dwellings or properties receiving Curb-side collection and transportation of source separated solid waste services pursuant to these Contract Documents.

"Receiving Facility(s)" means those facilities designated by the Municipality as destinations for the haulage of the Source-Separated Solid Waste streams (Residuals, Organics and Recyclables) under the terms and conditions of these Contract Documents. Specifications for Receiving Facility(s) are contained in Part Two, Section Five.

"Biweekly" means occurring once every fourteen days

"Weekly" means occurring once every seven days.

"Tipping Fees" generally mean fees due for receiving solid-waste materials at a facility designated for that purpose and are often charged on a per tonne basis.

## **2. EXECUTION CORRELATION AND INTENT OF DOCUMENTS**

The Contract shall be signed in duplicate by the Municipality represented by the Warden of the Municipality and the Contractor.

Persons or firms submitting Tenders shall be actually engaged in the types of work required by the complete set of Contract Documents including the specifications, plans and maps.

All correspondence, inquiries, instructions, etc., in connection with the work shall be made through the office of the CAO.

The Contract Documents are complementary and what is called for by one shall be as binding as if called for by all.

The Contract comprises the conduct of the works and the provision of all labour, plant, equipment, materials and everything required for such works so far as the requirement for providing the same is specified in or can reasonably be inferred from the Contract Documents.

It is the intention to provide a service complete in all essentials, notwithstanding that everything necessarily involved may not necessarily be particularly mentioned. The Contractor shall not be permitted to take advantage to the detriment of the Municipality of any manifestly unintentional error or omission should such exist.

The Contractor shall do all the works and furnish all plant, equipment, personnel and materials in accordance with the Municipal requirements. In the event of any inconsistency or conflict in the contents of the Contract Documents, such items shall take precedence and govern in the following order:

- I General Provisions
- II Specifications
- III Appendices

Neither party to the Contract shall take advantage of any apparent error or omission in the Specifications and Contract Documents, but the CAO for the Municipality of Argyle shall be permitted to make such corrections and interpretations as may be necessary for fulfillment of the intent of the Specifications and Contract Documents. Any work, equipment or material not specified herein but which may be fairly implied as included in this Tender, of which the CAO for the Municipality of Argyle shall be the judge; shall be done or furnished by the Contractor as if such work, equipment or material had been specified.



### **3. VERBAL AGREEMENTS**

No verbal agreement or conversation with any officer, agent or employee of the Municipality either before or after execution of the Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the said Contract.

### **4. COPIES OF ITEMS FURNISHED**

Unless otherwise provided in the Contract Documents, the Municipality shall furnish to the Contractor, free of charge, all copies of drawings and specifications reasonably necessary for the execution of the work.

### **5. WORK SCHEDULE**

This contract will be in effect for a 60-month period beginning April 1, 2020 and ending March 31, 2025.

The Municipality will continue to provide a biweekly collection whereby all materials (residuals, recyclables, and organics) are picked up on the same day. Collection will not commence before 7:00 am daily and all scheduled routes will be completed by 4 pm \* \* Maps outlining the current collection schedule are included in this document.

Over the life of the Contract, the CAO for the Municipality of Argyle will accept and review requests from the Contractor for route adjustments, changes may be made if efficiencies can be realized from such adjustments.

Tender prices will be based on the current collection schedule. However, there are provisions in the Form of Tender where bidders can propose changes to the collection schedule. A complete list of proposed amendments along with the corresponding cost adjustments and other rationale must be included in this section.

\* \* There is some leniency in the completion time, particularly during Clean-ups and poor weather.

## **6. INFORMATION ON SITE(S)**

Proponents shall familiarize themselves with the areas of the proposed work, inform themselves of all local conditions, and ensure allowances in their Tenders for conditions and limitations as they affect the carrying out of the works. The estimated number of Serviced Units for which collection services are to be provided is an estimate only and may vary as conditions arise. No adjustment in prices shall be made after award of Contract by reason of Proponents' lack of knowledge of all conditions. The mechanism for price adjustment is provided in Part Two, Section Fourteen.

## **7. EMPLOYEES**

The Contractor shall, at all times, enforce strict discipline and good order among his/her employees, and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned to him. Curb-side collection and transportation of source-separated solid waste is a public service, paid for by the public, and the Contractor must ensure that his employees provide this service in a courteous manner, and that all dealings with the public and the Municipality are carried out in a like, courteous manner. The Contractor shall ensure that staff that answer telephone inquiries are properly trained and that drivers of collection vehicles are adequately trained to operate the equipment in a safe, effective and skilled manner. In the event that the CAO for the Municipality receives public complaints regarding an individual's driving conduct, the CAO for the Municipality may request that the Contractor provide details of the driver's performance and/or a copy of the individual's driving abstract. The Contractor shall comply with all the requirements of the Workers' Compensation Act, Employment Insurance requirements and any other labour legislation applicable. The Contractor shall be responsible for all assessments or payments required by the Workers' Compensation Board.

## **8. ROYALTIES AND PATENTS**

The Contractor shall pay all royalties and license fees. He/she shall assume the defence of and indemnify and save harmless the Municipality, its Successors and Assigns, from and against all claims relating to labour and materials furnished for the work (except as otherwise provided), as well as inventions, copyrights, trademarks or patents and rights thereto, used in performing the work.

## **9. PERMITS AND REGULATIONS**

The Contractor shall comply with all Federal, Provincial and Municipal laws, regulations, ordinances and bylaws as applicable to the works performed under this Contract, including but not limited to

Occupational Health and Safety and other safety regulations applicable to this industry and modified from time to time.

The Contractor shall secure and pay for all licenses and permits which he may require to comply fully with laws, regulations, ordinances and bylaws of the proper public authorities, in connection with the performance of his work. The Contractor shall be responsible for all damages and shall indemnify and save the Municipality harmless from and against all damages and liability, which may arise out of the failure of the Contractor to secure and pay for any such licenses and permits and to comply fully with any and all applicable laws, regulations, ordinances and bylaws.

The Contractor shall give all notices and comply with all laws, regulations, ordinances and bylaws bearing on the conduct of the work as specified. If the Contractor observes that the specifications are at variance therewith, he shall promptly notify the CAO for the Municipality of Argyle in writing and any necessary changes shall be adjusted as provided in the Contract for changes in the work.

#### **10. PROTECTION OF THE PUBLIC AND OF WORKS AND PROPERTY**

The Contractor shall take all reasonable precautions to protect the Municipality's property, Municipality designated Receiving Facility(s), and private and public property from injury or loss arising in connection with the Contract. He/she shall make good, and shall indemnify and save harmless the municipality, at his/her own expense, any damage, injury or loss to the property of the Municipality, Municipality designated Receiving Facility(s), and private and public properties resulting from lack of reasonable protective precautions. The costs of any repairs necessitated by the damage to Receiving Facility(s) may be deducted by the Municipality from monies due to the Contractor.

#### **11. AUTHORITY OF CAO FOR THE MUNICIPALITY OF ARGYLE**

The execution of the works shall be carried out to the satisfaction of the CAO for the Municipality.

The CAO for the Municipality of Argyle shall have full authority to interpret the requirements of the Contract Documents.

The CAO for the Municipality or designated representative shall, at all times have access to the works whenever they are in progress for purposes of inspection.

The CAO for the Municipality or his/her designated representative shall have full authority to examine, inspect, approve or reject equipment and methods of procedure and workmanship by whatever means he/she deems necessary.

The CAO for the Municipality or his/her designated representative shall have authority to be an occasional passenger in the Contractor's collection equipment for the purposes of inspection or performance of surveys upon 24 hours' notice to the Contractor. Employees of the Authority or Municipality shall wear appropriate attire and safety equipment and shall follow all operating and safety procedures of the Contractor. The Contractor shall ensure that the CAO or his/her designated representative shall be covered by any and all insurance policies in effect on the collection equipment.

The CAO for the Municipality shall be the sole judge of adequacy of equipment, methods of procedure, and workmanship with respect to the quantity and quality, and as to whether they are of the nature required by the Contract Documents.

## **12. SUPERINTENDENTS AND CLERKS**

The Contractor shall employ a competent superintendent and necessary assistants who shall be dedicated to the works at all times while work is being performed.

The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. The superintendent shall be fully empowered to act for or on behalf of, and to bind the Contractor in all matters that pertain to the Contract.

Important directions shall immediately be confirmed in writing to the Contractor. Other directions shall be confirmed in writing on written request in each case.

The Contractor shall employ staff with training in public relations skills and training in the collection services offered by the Municipality and the waste reduction programs of the Western Region Solid Waste-Resource Management Authority, such staff to be available during all working hours to receive and address customer service calls from the public, instructions from the CAO for the Municipality or his designate, and to process complaints.

### **13. CHANGES IN THE WORK**

The Municipality, without invalidating the Contract, may order additions to, or deductions from, the work; the contract sum being adjusted accordingly. Any claims for extra cost caused hereby shall be adjusted at the time of ordering such change. The value of any addition to, or deduction from, the work shall be agreed to by the Contractor and the Municipality. The CAO for the Municipality shall confirm changes in the work in writing with any associated claims for extra cost or other adjustments in the contract sum also confirmed accordingly.

### **14. CLAIMS FOR EXTRA COST**

If the Contractor claims that any instructions issued after the date of the Contract involve extra cost, he shall give the CAO for the Municipality written notice thereof, within seven (7) days after the receipt of such instructions and the procedure shall then be as provided for in Part One, Sections Six and Thirteen. No such claims shall be valid unless so made.

### **15. DEDUCTIONS FOR UNCORRECTED WORK**

The CAO for the Municipality may deem it to be in the best interest of the Municipality to make an appropriate deduction in the Contractor's payment where work does not comply with the Contract.

Without limiting the generality of the foregoing, appropriate deductions shall be made in the case of failure of the Contractor to provide the scheduled collection services in an Area on the appropriately scheduled day, except in the case where valid reasons have been provided and agreed to by the CAO for the Municipality.

### **16. LIQUIDATED DAMAGES**

Failure by the Contractor to execute this Contract and/or provide proof of satisfactory insurance coverage and/or furnish a satisfactory Performance Bond as required, under the stipulated conditions, shall entitle the Municipality to retain as Liquidated Damages, the Tender Security submitted with this Call for Tenders.

### **17. THE MUNICIPALITY'S RIGHT TO SUSPEND WORK**

The Municipality may, at any time, suspend the work, or any part thereof, by giving notice to the Contractor in writing. The Contractor shall not be entitled by reason of the Municipality's

suspension order to any additional payment, claim for loss of profit or anticipated profit or damages. The Municipality shall reimburse the Contractor for expenses incurred during such suspension, where the suspension was not the result of improper action of the Contractor.

## **18. THE MUNICIPALITY'S RIGHT TO TERMINATE CONTRACT**

(1) Should:

- a. the Contractor be adjudged bankrupt; or
- b. the Contractor should make a general assignment for the benefit of his creditors; or
- c. a receiver be appointed on account of the Contractor's insolvency; or
- d. If the Contractor should fail, except in cases for which extensions of time are provided, to supply enough properly skilled workers or proper equipment or materials to complete the work; or
- e. the Contractor fail to make prompt payments to Sub-contractors or for equipment, materials or labour; or
- f. the Contractor should persistently disregard laws, regulations, ordinances or bylaws, whether they be Federal, Provincial or Municipal, or the instructions of the CAO for the Municipality;
- g. the Contractor should fail to obtain and maintain all necessary licenses and permits;  
or
- h. the Contractor should retain materials (Residuals, Organics or Recyclables) for his benefit as per Part One, Section Twenty; or
- i. the Contractor should fail to effect and keep in force the insurance coverage outlined in Part One, Section Twenty Three; or
- j. the Contractor should collect Residuals, Organics or Recyclables from Non-serviced Units and include these materials in loads exempt of Tipping Fees pursuant to this Contract as per the Specifications, Part Two, Section Six, Sub-section 6.3; or

- k. the Contractor otherwise be guilty of a substantial violation of any provisions of the Contract; or
- l. any of the equipment of the Contractor be declared to be unfit for the use intended under the provisions of the contract;

then the Municipality may request in writing that corrective action be taken.

(2) If the default cannot be corrected because of its nature, then the Municipality, upon the written notice of the CAO for the Municipality of Argyle that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor at least seven (7) days written notice, terminate the employment of the Contractor and complete the work by whatever method he may deem expedient. In such cases, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expenses of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expenses shall exceed such unpaid balance, the Contractor shall pay the difference to the Municipality.

The expense incurred by the Municipality herein provided, and the damage incurred through the Contractor's default, shall be determined by the CAO for the Municipality of Argyle.

Where the Contract has been terminated by the Municipality, said termination shall not affect or terminate any of the rights of the Municipality against the Contractor or his surety (performance bond) then existing or which may thereafter occur because of such default. Any retention or payment of monies by the Municipality due to the Contractor, under the terms of the Contract, shall not release the Contractor or his surety from liability for his default.

#### **19. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT**

If the CAO for the Municipality should fail to issue any payment within thirty (30) days after it is due, or if the Municipality should fail to pay the Contractor within thirty (30) days of its maturity and presentation any sum certified by the CAO for the Municipality of Argyle, then the Contractor may, upon seven (7) days written notice to the Municipality and the CAO for the Municipality, stop work and upon a further seven (7) days, if no action has been taken by the Municipality to pay the Contractor, terminate this Contract and recover from the Municipality payment for all work executed.

## **20. RIGHTS OF MATERIALS**

Materials placed for collection (Residuals, Recyclables and Organics) under the terms of this Contract are the responsibility of the Municipality once it is collected by Contractor. The Contractor, his employees and agents shall not retain for their benefit any of the materials (Residuals, Recyclables or Organics) collected from Serviced Units pursuant to this Contract but shall promptly transport the materials to the designated Receiving Facility'(s).

## **21. PAYMENTS WITHHELD PRIOR TO FINAL COMPLETION OF CONTRACT**

The Municipality shall withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate of payment to such extent as may be necessary to protect itself from loss on account of:

- a) Work not completed.
- b) Claims filed or reasonable evidence indicating public filing of claims by other parties against the Contractor.
- c) Failure of the Contractor to make payments promptly or properly to Sub-contractors for materials, equipment and labour.
- d) Damage to Other Contractors.

When the above grounds are removed or the Contractor provides a Surety Bond satisfactory to the Municipality which shall protect the Municipality in the amount withheld, payment shall be made for amounts withheld.

## **22. INDEMNITY**

In addition to all other indemnification provisions of the Contract, the Contractor shall be responsible for any and all damages, or claims for damages, for injuries or accidents done or caused by him, his employees, or Sub-contractors or resulting from the execution of the work, or any of his operations, or caused by reason of the work existence or location, or condition of the work or premises, or of any materials or equipment used thereon, or which may happen by reason thereof, or arising from any failure, neglect or omission on his part, or on the part of his employees, or Sub-contractors, to do or perform any or all of the several acts or things required to be done by the said Contractor or his employees, Sub-contractors and covenants, and agrees to hold the Municipality harmless and indemnified for all such damages and claims for damage.



In the case of the Contractor's failure, neglect or omission to observe and perform faithfully and strictly any and all provisions of this Contract, the CAO for the Municipality may, with or without notice (except where in this Contract notice is specifically provided for) take such steps to procure such material, equipment and workmen, and do such work or things as he may deem advisable toward carrying out and enforcing the same, and any and all expense so incurred may be deducted or collected by the Municipality, and any such action by the CAO for the Municipality, as he is herein empowered to make, shall not in any way relieve the Contractor or his surety from any liability under this Contract.

### **23. INSURANCE**

Insurance shall be in such form as will protect the Contractor and the Sub-contractor(s), the Municipality, their agents and employees, as appropriate, from all claims and liability for damages for bodily injury, including accidental death, and for property damage which may arise from operations under this Contract, whether such operations be by himself or by anyone directly or indirectly employed by him, for the entire duration of the Contract.

Except as otherwise stated, the amounts of such insurance shall be for each policy not less than:

- a) For liability for bodily injury, including accidental death, Five Million Dollars (\$5,000,000.00) for any one person, and subject to the same limit for each person; and Five Million Dollars (\$5,000,000.00) on account of any one accident.
- b) For liability for property damage, Five Million Dollars (\$5,000,000.00) on account of any one accident; and Five Million Dollars (\$5,000,000.00) on account of any one accident.

The following types of insurance shall be provided:

- a) Workers' Compensation Insurance as required by the General Laws of Nova Scotia.
- b) Bodily Injury Insurance and Contractor's Protective Bodily Injury Insurance in the amounts required in (A) above.
- c) Property Damage Insurance and Contractor's Protective Property Damage Insurance in the amounts required in (B) above.
- d) Bodily Injury Insurance covering the operation of all motor vehicles owned by the Contractor in the amounts required in (A) above.
- e) Property Damage Insurance covering the operation of all motor vehicles owned by the Contractor in the amounts required in (B) above.
- f) Insurance in the amounts required in (A) and (B) above to cover bodily injuries and property damage resulting from the use of motor vehicles not owned by the Contractor while such

vehicles are being operated in connection with the prosecution of the work under this Contract.

- g) Insurance coverage for employees of the Municipality and the Authority while these employees are occasional passengers in the Contractor's owned or operated motor vehicles for the purposes of inspection or performance of surveys.
- h) Contractual Liability Insurance covering the liability and assumed by the Contractor in the amounts required under (A) and (B).

All Insurance deductibles are to be borne by the Contractor.

All policies shall be so written that the Municipality shall be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. Certificates in duplicate from the insurance carrier, stating the limits of liability and expiration date, shall be filed with the CAO for the Municipality before operations begin. Such certificates shall not merely name the types of policies provided, but shall specifically refer to this Contract, Part and Section and state that such insurance is as required by same.

It shall be the responsibility of the Contractor to ensure that all his Sub-contractors comply with all of the insurance requirements contained herein relating to such Sub-contractors.

## **24. DAMAGES**

If either party to this Contract should suffer injury or damage in any manner because of any wrongful act or neglect of the other party or of anyone employed by him then he shall be reimbursed by the other party for such damage.

Notice of pending claim for any such reimbursement must be made in writing to the party liable, within thirty (30) days of the first observance of such damage, and the claim shall be filed and adjusted prior to the time of final payment.

## **25. PRICES FOR WORK INCLUDING FUEL SURCHARGE ADJUSTMENTS**

The Municipality shall pay, and the Contractor shall receive the prices stipulated in the Schedule of Prices attached hereto as full compensation for everything furnished and done by the Contractor under this contract. This is to include all work required, but not specifically mentioned in completing the work to the satisfaction of the CAO for the Municipality.

## **Fuel Surcharge Adjustment**

The Municipality of Argyle recognizes that there have been significant price fluctuations in premium low sulfur diesel fuel, which is the primary fuel utilized in curb-side collection and transporting applications.

As this Tender is for an extended period and due to factors beyond our control in respect to fuel pricing, a formula for fuel price adjustments has been developed to give assurances to both the Municipality and the successful Proponent that both parties are treated fairly during volatile market conditions.

Therefore, at the time of contract award, the CAO shall provide a benchmark diesel fuel base rate, per litre, excluding Harmonized Sales Tax (HST). See Form of Tenders, Part 3 of this document, Pricing.

The benchmark pricing provided by the CAO will be used in the fuel adjustment formula to determine increases or decreases in fuel costs for calculating fuel price adjustments. See Part 2, Section 14 for further details.

## **26. FINAL PAYMENT**

The Contractor shall not be entitled to a payment which, in the judgment of the CAO for the Municipality, shall leave the balance withheld insufficient to complete the work in accordance with the Contract. Final payment shall be made thirty (30) days after the completion of the work, in accordance with the Contract. Also, final payment shall not be made and the Performance Security shall not be returned until the following written certificates have been filed with the CAO for the Municipality from (as applicable)

1. The Contractor in the form of a Statutory Declaration, signed by an authorized signing officer of the Contractor and duly notarized, stating that all payments resulting from the Contract for which the Contractor is liable have been paid.
2. The Worker's Compensation Board stating that the Contractor has paid all assessments required by the Board in respect to this Contract.
3. The Contractor stating that all claims and demands for extra work or otherwise, under or in connection with this Contract have been presented.

## **27. ASSIGNMENT**

The Contractor shall not assign the Contract, as a whole, or in part, without the written consent of the Municipality, nor shall the Contractor assign any monies due, or to become due, to him hereunder, without the previous written consent of the Municipality. Assigning the Contract shall not relieve the Contractor or his surety from any contract obligations.

## **28. SEPERATE CONTRACTS**

The Municipality reserves the right to award other contracts and/or to use Authority forces in connection with the works described herein. The Municipality reserves the right to award complimentary contracts for the collection and transportation of materials.

## **29. SUB-CONTRACTORS**

The Contractor shall be fully responsible to the Municipality for the acts and omissions of his Sub-contractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The Contractor agrees to preserve and protect the rights of the Municipality under the Contract with respect to any works to be performed under sub-contract. He therefore agrees to:

- (A) require his Sub-contractors to perform their work in accordance with and subject to the terms and conditions of the Contract Documents, and
- (B) incorporate all the terms and conditions of the Contract Documents into all sub-contract agreements.

Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Municipality.

The Contractor agrees to employ only those Sub-contractors proposed by him in writing and accepted by the Municipality.

If the Contractor wishes to engage a Sub-contractor not listed in this Contract, he must submit a written request to the CAO for the Municipality of Argyle for his approval.

The Municipality may, for reasonable cause, object to the use of a proposed Sub-contractor and require the Contractor to employ another person or firm as Sub-contractor.

### **30. DECISIONS AND ARBITRATION**

The CAO for the Municipality of Argyle shall, upon presentation to him, make prompt decisions in writing on all claims for extra cost of the Contractor, interpretations and claims of the Municipality or the Contractor and all other matters relating to the execution and progress of the work or the interpretation of the Contract. In the case of any dispute arising between the Municipality and the Contractor, as to their respective rights and obligations under the Contract, either party hereto may, in addition to any other remedy, process or procedure available to the party so giving the notice, give to the other notice of such dispute and to request arbitration thereof and the parties may, with respect to the particular matters then in dispute, agree to submit the same to arbitration in accordance with the applicable laws of the Province of Nova Scotia.

The Contractor and the Municipality shall each pay their own costs for arbitration.

### **31. NOTICE TO PROCEED**

No work shall commence until a meeting has been held with the CAO for the Municipality to discuss the intricacies of the work and the Contractor has received written notification to do so.

### **32. SAFETY OF THE PUBLIC**

The Contractor shall use due care in the execution of the works so that no person is injured by any act, error, omission or default of the Contractor.

### **33. CONDITION OF EMPLOYMENT**

The hourly rate of wages to be paid by the Contractor or his Sub-contractors shall be equal to or shall exceed the minimum wage specified in the provincial legislation of the Province of Nova Scotia.

Contractor is to supply the designated personal protective equipment to meet the requirements of the Occupational Health & Safety Act, and General Regulations of the Province of Nova Scotia.

## **PART TWO - SPECIFICATIONS**

### **1. GENERAL REQUIREMENTS**

The documents listed in Part 2 - Specification including the Call for Tenders, Instruction to Proponents, Form(s) of Tenders, Schedule of Prices, General Provisions and Agreement/Contract shall apply to and govern all work herein after specified. Prior to award of Tender, the CAO or designate for the Municipality of Argyle shall make judgments as to the adequacy of the equipment proposed to be used by the prospective proponent(s). After award, decisions regarding changes in allocation of equipment are generally the responsibility of the Contractor. However, if the CAO or designate for the Municipality of Argyle is of the opinion that adequate equipment is not available on site(s) for performance of the work, he may order that additional and/or adequate equipment be supplied.

### **2. SCOPE OF WORK**

In general, the Municipality of Argyle has a population of 8,180 people and 3,385 dwellings (per Statistic's Canada 2011) and occupies 1, 518.76 square kilometers.

Data Table -Material collected from April 2018 to March 2019 (**numbers are approximate and are not warrantied**)

Material	Metric Tonnes
Recyclables	330.88
Organics	569.00
Residuals	1565.62

The materials collected are transported and delivered to the Yarmouth County Solid Waste Park, the Yarmouth Compost Facility and Scotia Recycling Ltd. These delivery locations may be changed by the Municipality at any time during the contract. If the new location is less then 20 km from the old, there will be no additional charges billed to or paid by the Municipality of Argyle or the Authority. Proponents must indicate in their submission a per km fee that will apply should the new delivery location for any collected material be more then 20 km from the old location.

The Municipality reserves the right to select the tendered pricing that is considered to be in the best

interest of the Municipality of Argyle.

The Municipality currently provides two (2) special collection services; those being Spring Clean-Up and Fall Clean-Up

The Spring and Fall Clean-Up consist of the collection of materials that are not normally collected during the regular bi-weekly collection service during a defined period of time. The Spring Clean-Up is generally offered during the third and fourth weeks of May. The Fall Clean-Up is generally offered during the third and fourth weeks of October. See Appendix E for further details. The municipality will prepare, release and pay all costs associated with advertising of spring and fall clean-ups.

The provision of these special collection services shall be provided by the successful proponent selected to provide the curb-side collection and transportation of source-separated solid waste. The Municipality is seeking pricing for the provision of an off-week collection of organic materials for the areas during the three (3) month period of June 1 to August 31 annually. Currently this service is not provided, however, the Municipality may consider providing this service and therefore pricing for the service is a requirement of this Tender.

Currently, the Municipality of Argyle does not provide curbside pick up on private roads, Residents are responsible to place waste at the point the private road meets a public road. The Municipality may choose to change this method in the future by providing services on private roads where possible. A list of private roads is attached as appendix H – Private Roads, the proponent is to include pricing for this service in this tender as a separate line item.

The work shall include all labour, plant, equipment, materials, etc., including incidentals, required to provide Curb-side collection and transportation of source-separated solid waste from each Serviced Unit, within the Area and at the times specified.

An area map for the collection areas is provided and include the current pick up schedule and routes. Proponents are responsible for ensuring that they are completely familiar with the Area for which a Tender is submitted. The Municipality is not responsible for the accuracy of information provided on the maps. Proponents are to provide a bi-weekly collection service for the Area.

The work generally includes the bi-weekly curbside collection of Residuals, Recyclables and Organics and transportation of, the materials in the manner, time and to the locations specified herein. Organics are collected from carts provided by Western Region Solid Waste-Resource Management Authority.

The following terms and conditions are to apply:

a. The Collection streams will be divided into four streams, residuals, recyclables and organics. There are two streams of recycling, one for paper and one for containers. The Collector shall ensure that these are collected in separate compartments on the collection vehicles and that they are delivered in good condition.

b. Procurement and installation of cart lifters suitable for organics carts as provided by the Western Region Solid Waste Resource Authority will be the responsibility of the contractor. The requirements for suitable organic cart lifters are provided in Part Two, Section 6.2. It is the responsibility of the Contractor to ensure that the lifters on his vehicles are of the correct type and are installed properly to prevent damage to the organics carts.

c. The collection of curb-side materials will take place from one side of the roadway in most cases. Pickup on both sides of the road will be considered on a case by case basis. The proponent will design his routing with all due regard to occupational health and safety concerns and regulations pursuant to the Motor Vehicle Act.

d. Provisions for special collection events such as spring and fall clean-up and leaf collection and other special optional collections that may be determined from time to time by the CAO for the Municipality of Argyle during which materials that are not normally collected shall be included in proponent submissions;.

If a proponent is submitting a tender, a bid deposit in the amount of Five Thousand dollars (\$5,000.00) is required along with Performance Bonding in the amount of Thirty Thousand dollars (\$30,000).

### **3. MATERIALS AND PROTECTIVE CLOTHING**

The Contractor shall be responsible for the supply of any and all incidental materials and equipment necessary for the execution of the work, including such items as gloves, rain suits, hard hats, safety boots, safety glasses, etc., for workers. Protective clothing in the form of safety vests of fluorescent blaze orange colour with yellow reflective tape is to be supplied to and worn by all workers. For the purpose of this contract, collection vehicle employees shall wear shirts and long pants while performing their duties on behalf of the Contractor. Any materials necessary for the operation of collection vehicles, whether required for repair, maintenance, or general operation of same, shall likewise be the responsibility of the Contractor.



## **CUSTOMER DEFINITION**

### **4.1 Serviced Units**

The types of properties that shall receive curb-side collection and transportation of source separated solid waste services under this Contract are:

- (A) single unit detached residential dwellings including mobile homes;
- (B) multi-unit dwellings (apartments and condominiums);
- (C) rowhouse or townhouse dwellings with street or road frontage; &
- (D) all commercial properties and businesses, at a quantity not exceeding 10 bags (5 recyclables and 5 residual) and one green cart bi-weekly;
- (E) public drop-offs that are put in place by Western Region Solid Waste-Resource Management Authority or the Municipality for the purpose of providing service for private roads located at shorelines and lake properties. The number of public drop-offs can be increased or decreased at any time by the CAO for the Municipality of Argyle.
- (F) the contractor shall provide service to mobile home (trailer) parks located within the areas.

### **4.2 Non-serviced Units**

The types of properties not receiving services under this Contract are all industrial and institutional properties and commercial businesses exceeding the allowable collection limits of residual, recyclable and organic materials as noted in (d) above.

## **5. RECEIVING AND TRANSFER FACILITY(S)**

The receiving facilities designated in this Section are the destinations for the haulage, weighing and unloading of the Source-Separated Waste-Resource streams.

- a. The Yarmouth County Solid Waste Park, located on Hard Scratch Road, Yarmouth County, Nova Scotia.
- b. The Town of Yarmouth Compost Facility, located on Hard Scratch Road, Yarmouth County Nova Scotia.
- c. Scotia Recycling Ltd., located on Forest Street, Yarmouth, NS
- d. Any other facility designated by the Municipality.

## **6. METHOD OF WORK**

### **6.1 Days and Times of Collection**

Unless otherwise provided for in this Contract, the curb-side collection of residuals, recyclables and organics shall be accomplished Monday to Friday inclusive, between the hours of 7:00 am and 4:00 pm. The 7:00 am to 4:00 pm timeframe assumes that all routes can be collected within this time frame. All scheduled routes must be completed on the scheduled day. The contractor is to ensure the proper number of collection vehicles is provided to ensure that work within these time frames can be completed.

Collection shall be conducted at each Serviced Unit provided that the residuals, recyclables, and organics are placed for collection in accordance with these Specifications and the provisions of the Municipal Bylaw, attached.

\* There is some leniency in the completion time particularly during clean-ups and poor weather conditions.

### **STORM DAYS**

1. If storm conditions warrant total cancellation prior to that day's start of collection services, then the next available weekday or the following Saturday will be the alternate collection day.
2. If storm conditions warrant cancellation after the commencement of that day's collection service, then the following applies:
  - a. If 80 % of total collection routes have been collected prior to cancellation, then the contractor will not be required to collect on the next available weekday or following Saturday; however, the contractor will be required to accept double collection amounts on the next regularly scheduled collection day.
  - b. If less than 80% of total collection routes have not been completed, then the public will be advised that the service is being cancelled and those not collected will be collected on the next available weekday or on the following Saturday.
  - c. If collection services have commenced on the scheduled collection day and storm conditions occur to the point of deterioration or poor driving conditions, then it is recommended that collection vehicles are to be routed to the more densely populated areas with the objective of collecting as much solid waste materials as possible considering conditions may deteriorate further causing total cancellation.

## REPORTING

In the event of storm conditions where a collection vehicle is unable to complete its scheduled route in its entirety, then the contractor is responsible to identify the name of road/street and last civic address collected and provide a report of this information to the CAO for the Municipality of Argyle immediately so municipal personnel can respond to those customer inquiries arising from the cancellation of services.

## PUBLIC SERVICE ANNOUNCEMENTS

In the event of cancellation of collection services, the contractor in consultation with the CAO for the Municipality of Argyle will make those decisions and the Municipality will prepare and release all public service announcements.

Residuals, recyclables and organics collection scheduled to occur on designated Federal, Provincial and/or Civic holidays as listed below will be collected on an alternate day. The schedule of alternate collection days will be provided by the Contractor in consultation with the CAO or designate at the start of each Contract year. The normal alternate collection day will be the Saturday nearest to the Holiday, Alternate day collection will not be considered as an extra cost for this Contract. All other holidays shall generally be considered as regular collection days.

### HOLIDAYS

New Year's Day

Good Friday

Remembrance Day

Boxing Day

Up to two other days that may be designated by the CAO for the Municipality of Argyle

## **6.2 EQUIPMENT**

Prior to award of Contract, the CAO for the Municipality of Argyle or designate shall approve the original equipment selected for carrying out the work. The Contractor will determine the original number of collection vehicles that will be supplied to perform the curb-side collection of the various waste streams within the time period prescribed. However, the CAO for the Municipality of Argyle or his designate reserves the right to instruct the Contractor, at any time after the beginning of the Contractor's operations, to increase the number of collection vehicles to ensure adequate performance within the prescribed time frames. The Contractor will be required to supply whatever additional collection vehicles are necessary to adequately handle special collection services (e.g. , spring and fall clean-ups and fall leaf collections). The CAO or designate for the Municipality of Argyle may inspect the Contractor's collection equipment at any time.

The collection vehicles are to be properly constructed and maintained to eliminate the depositing of residuals, recyclables and organics onto the road or street during the performance of the Contract. It is the Contractor's responsibility to immediately clean up any' debris which falls from the collection vehicles onto the road or street or debris spilled in the process of tipping carts or loading of bags or containers into the vehicle. Moisture content of Organics is to be considered in the design and construction of collection vehicles. Liquid shall not be permitted to drain from collection vehicles.

**All collection equipment shall be operated as per the manufacturer's specifications, where applicable.**

All equipment supplied by the Contractor must be kept clean at all times. All equipment shall be properly washed, at least once per week and more frequently if required, and the Contractor is to state in the Form of Tender the method of washing. No advertising may be carried on the Contractor's equipment. The name of the Contractor and business telephone number shall be affixed upon all equipment as well as such other information as may be permitted or requested by the CAO for the Municipality of Argyle.

The Contractor is advised that all equipment to be used for curb-side collection under this Contract must have the TARE weight registered with the Municipality. The Contractor will comply with all weighing procedures implemented at each of the facility including inspection of loads, weighing upon entrance to Facilities and upon exiting the facilities after unloading, as applicable. On occasion, the CAO for the Municipality of Argyle may require that the various four streams of material on the collection vehicle are to be weighed separately.

The equipment shall be painted on a regular basis to maintain an acceptable physical appearance, as required, to the satisfaction of the CAO for the Municipality of Argyle.

If the curb-side collection contractor also operates a commercial solid-waste collection business, then the curb-side collection vehicle must be a different paint code from the commercial collection truck or another means of identification must be provided except in the provision of special collection services such as spring and fall clean-ups or during the leaf collection.

Vehicles will have affixed identification which will accommodate the necessary recording and accounting system for loads entering the Facilities. Additional hired equipment which may be required to accommodate seasonal increases in materials being collected will also require a similar identification system.

All collection vehicles shall be designed so that the maximum height in the dumping position is approximately 6 meters and shall not cause damage to the facilities.

All vehicles supplied in the performance of this Contract shall be equipped with strobe warning lights mounted at the left rear side of the vehicle and be equipped with lighting in such other locations as may be required by any applicable legislation or for safe operation of the vehicle. The lights shall be operated at all times during collection operations.

Collection vehicles must be equipped with appropriate emergency fire extinguishing apparatus, oil-absorbing agent, clean-up equipment for debris spillage including broom and shovel, and display on rear bumpers or other such prominent location a sign indicating that "THIS VEHICLE MAKES FREQUENT STOPS". All collection vehicles must display the company name and telephone number.

All collection vehicles used under this Contract shall be designed so as to protect the material hauled from the weather and to prevent spillage of material from the vehicles during transport. The design of all collection vehicles shall provide for the complete separation of material streams to avoid cross-contamination.

If the vehicles proposed for curb-side collection in this Contract are capable of moderate compaction, the Contractor must provide satisfactory evidence that no damage will be caused by compaction to the recyclable materials.

It is the responsibility of the Contractor to select proper organics cart Lifters and to properly install the Lifters to ensure safe and effective operation and to prevent damage to the Carts. Carts must be emptied into the collection vehicles using Lifters. In the event that organic carts are damaged due to improper type of or poorly maintained and adjusted cart lifters, associated replacement costs will be the responsibility of the Contractor. All lift and dump cycle times for the Carts are to be followed to the manufacture's specifications. The Contractor will be required to return any and all organic carts that fall from the lifters into the collection vehicle itself. Once retrieved from the collection vehicle at the offloading facility, these carts must be returned immediately to the civic address from which they originated.

The Contractor shall ensure that all equipment is duly registered, licensed and has passed all inspections required under any and all applicable laws, regulations, ordinances and by laws, whether such be Federal, Provincial and/or Municipal.

### **6.3 CURB-SIDE COLLECTION AND TRANSPORTATION OF SOURCE-SEPARATED SOLID WASTE PROCEDURE**

The Contractor binds himself to supply the necessary number of curb-side collection vehicles with drivers and other staff sufficient to perform the work in accordance with the contract documents.

All Residuals, recyclables and organics shall be hauled by the Contractor to the Facilities, or any other site designated by the CAO for the Municipality of Argyle, subject to the conditions below.

If circumstances arise where the Facilities are unable to receive materials, the CAO for the Municipality of Argyle will designate an alternate receiving facility and the contractor shall be bound to haul materials to that facility.

Should an alternate Facility be designated and the new haulage distance is increased or decreased by less than twenty road kilometers from the existing Facilities, the Contractor will receive only his Tender price to deliver to the existing Facilities, without compensation from the Municipality, due to the change. If it exceeds 20 km, then the Contractor and CAO for the Municipality of Argyle will negotiate an appropriate contract price adjustment.

It will be the responsibility of the Contractor to submit to the CAO for the Municipality of Argyle a complete list, (identification number, description, details, license numbers, etc.) of the collection vehicles working on this Contract. The Contractor will not be charged Tipping Fees for residuals, recyclables and organics collected from Serviced Units in accordance with the works as defined in this Contract. Equipment to be used for this Contract must not be used for any other works during the time it is used for collection of residuals, recyclables and organics under this Contract. Mixing of industrial, commercial or institutional residuals, recyclables and organics from properties not serviced under this Contract (Non-serviced Units) into loads exempt of Tipping Fees pursuant to this Contract shall be grounds for termination of the Contract by the Municipality in addition to any and all other legal remedies available.

All subcontracted equipment and equipment hired on a temporary basis to be used for this contract must conform to the same requirements of the Contractor's own equipment under this contract with the exception of paint colour scheme requirement.

The Contractor will be required to collect residuals, recyclables and organics and transport these items collected directly to the designated Receiving Facilities. The Contractor shall replace returnable residuals containers or receptacles (and covers, if applicable) and organics Carts to the location from where they were picked up, immediately upon depositing their contents into the

collection vehicle the distance shall not exceed 5 meters from the edge of the street, sidewalk or roadway.

In the event that Residuals or Recyclables are placed in bins at roadside to prevent them from being scattered by animals and birds from the weather, the Contractor shall collect these materials and take reasonable care and replace any residuals containers in the bins and secure the covers. The Contractor will be responsible for repair or replacement of property damaged or destroyed by collection personnel.

The Contractor shall collect from storage bins that are placed at apartment units providing that the Owner of these facilities provides proper storage receptacles and accessibility for collection vehicles. The Contractor must be prepared to enter private properties to access these facilities.

The Contractor shall collect from any public drop-off depots that are put in place by Western Region Solid Waste-Resource Management Authority for the purpose of providing service for private roads. The number of public drop-offs can be increased or decreased at any time by the CAO for the Municipality of Argyle.

All work performed under this Contract must be performed to the satisfaction of the CAO for the Municipality of Argyle. The CAO shall be the sole arbiter in any dispute regarding the Contract between the Municipality and the Contractor, and the CAO's decision shall be final and binding. Where, in the opinion of the CAO, the Contractor has been in default of any portion of the Contract, the CAO may request the Contractor take immediate action to rectify the situation or in the event of the Contractor failing to rectify the situation as required, the CAO may have the work completed by another Contractor or with own resources and make appropriate adjustments to the Contractor's monthly payment.

It is the Contractor's responsibility to provide sufficient, properly equipped vehicles and equipment to meet normal and peak period collection requirements.

## **7. BYLAWS, ORDINANCES AND REGULATIONS**

The Contractor shall be responsible for the procurement and payment for all licenses and permits required by the various levels of governments which are necessary for the execution of the works of this Contract.

The Municipality may require the Contractor to show proof of compliance with all applicable bylaws, ordinance and regulation requirements.

## **8. INSTRUCTIONS**

The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. The superintendent shall be fully empowered to act for or on behalf of, and to bind the Contractor in all matters that pertain to the Contract.

Important directions shall immediately be confirmed in writing to the Contractor. Other directions shall be confirmed in writing on written request in each case.

## **9. SPECIAL CONDITIONS**

The Contractor will be expected to work in a co-operative manner with other private sector contractors providing waste management services to the public and Municipality personnel carrying out their duties on behalf of the Municipality.

## **10. CUSTOMER SERVICE COMPLAINTS AND MISSED STOPS**

The Contractor shall have in his employ during the whole of the term of this contract a staff member who will, during all working hours, be accessible to receive and address customer service calls from the public, instructions from the CAO for the Municipality of Argyle and to process complaints. A telephone line shall be provided for this purpose.

The Contractor shall have on duty, on all normal and alternate collection days, at least one (1) qualified Superintendent who is accessible to receive and respond to instructions from the CAO for the Municipality of Argyle.

All collection vehicles shall be equipped with two-way radios or cellular phones for communication staff receiving customer service calls and the superintendent.

The superintendent's vehicle will be so equipped that it will be capable of picking up residuals, Organics or Recyclables which have been missed by the Contractor and which, in the opinion of the CAO or designate, is the responsibility of the Contractor or the Contractor may provide an alternative method of the collection of these items as agreed upon by the CAO for the Municipality of Argyle.

The Contractor shall agree to address complaints and missed stops on the same working day they occur where reasonably possible and all complaints shall be addressed within twenty-four (24) hours.



The Contractor shall notify the Municipality immediately when the regular daily collection routine is interrupted by weather conditions, equipment malfunctions, etc. with an indication as to the revised routine as a result of the interruption.

## **11. EDUCATION STICKERS & REJECTION**

When materials are not collected from a Serviced Unit because they do not comply with the terms and conditions of the Municipality of the District of Argyle's Solid Waste By-Law and associated Policies then the Contractor shall affix an education sticker on the material left behind stating the reason for rejection. Education stickers shall be provided by the Western Regional Solid Waste Resource Authority (Waste Check). Contractors shall keep a record of Serviced Units where materials were rejected, and education stickers applied. This record shall be forwarded daily to the Manager of Waste Check. The Contractor shall not, in any case, leave materials at the curb during a collection service without applying an education sticker indicating clearly why materials were left. If the materials are not collected and no education sticker has been applied, the Contractor will be responsible for sending a collection vehicle back to that serviced unit to collect those materials. If materials have not been collected and an education sticker has been applied, but the civic address information is not recorded on the daily report, the Contractor shall be required to send a collection vehicle back to that serviced unit to collect those materials.

Western Region Solid Waste Resource Authority has developed policies in respect to educational stickers and these policies will be discussed with and made available to the Contractor prior to the start of the Contract.

## **12. REPORTING**

Contractors shall submit a daily written collection activity log in suitable format to the satisfaction of the CAO indicating the following:

- (a) Collection day of week and date service provided.
- (b) Identification of roads, streets or locations where service provided in the Area(s) where problems were encountered.
- (c) Collection vehicle operator(s) and identification
- (d) Time that service problem was encountered on roads, streets or locations in the Area(s)
- (e) Addresses of Serviced Units where materials were rejected, and an education sticker has been placed. This will include an indication of the type of customer compliance problem(s) and reason(s) materials were not collected.
- (f) Customer service calls, complaints received, and actions taken.

The daily collection activity log shall be maintained by the Contractor preferably as spreadsheet files (Microsoft Excel) which shall be submitted to the Municipality and Authority on a weekly basis (e-mail is the preferred method of file transfer).

A sample daily activity log is attached as Appendix D.

### **13. CLEANUP**

During collection, the Contractor shall keep streets and roads free and clean from all rubbish and debris generated during collection and shall clean up any such material promptly. Care should be taken to prevent spillage on streets and roads over which hauling is done and, any such spillage or debris deposited on streets due to the Contractor's operation, shall be immediately cleaned up. Any leaks or spills caused by collection vehicles due to vehicle malfunction such as leaking fuel lines, leaking hydraulic lines or leaking motor oils, will be cleaned-up by the Contractor.

### **14. METHOD OF PAYMENT**

Unless deductions are due to the Municipality and/or claims for extra cost are due to the Contractor, payments will be made for services provided during each month on the basis of the prices outlined in the Schedule of Prices.

The Municipality may withhold any and all payments due to the Contractor in the event of the Contractor's failure to provide a service level satisfactory to the CAO for the Municipality of Argyle or if the Contractor has failed to rectify a complaint to the satisfaction of the CAO.

Payment will be made to the Contractor on a monthly basis within thirty (30) days of receipt of a monthly invoice for the services provided. The invoice shall be issued by the Contractor on or about the last day of the month during which services were provided or under another mutual arrangement as agreed upon by the Municipality.

The Total Per Month prices as defined in the Schedule of Prices shall apply for the actual services provided during the month.

## **FUEL SURCHARGE ADJUSTMENT**

The Municipality recognizes that there have been significant price fluctuations in premium low sulfur diesel fuel, which is the primary fuel utilized in curb-side collection and transporting applications.

As this Tender is for an extended contract period and due to factors beyond our control in respect to fuel pricing, a formula for fuel price adjustments has been developed to give assurances to both the Municipality and the successful Proponent that both parties are treated fairly during volatile market conditions.

For the purposes of this contract the benchmark diesel fuel base rate, per litre, including HST shall be set by the Municipality of Argyle at the start of the contract term. (Benchmark pricing will be determined by averaging the provincial price of diesel fuel over the previous six month prior to awarding the contract.) See Appendix I for the calculation of the average price for the purposes of this contract.

The benchmark pricing provided by the Municipality will be used in the fuel adjustment formula to determine increases or decreases in fuel costs for calculating fuel price adjustments. It is to be noted that any resulting increase in fuel pricing will be paid to the proponent and any resulting decrease in fuel pricing will be credited to the Municipality. The Municipality when calculating fuel adjustments will take all necessary steps to ensure the accuracy of price increase or decreases provided by the proponent at time of invoicing and will confirm the benchmark price as supplied by the Proponent.

## **DIESEL FUEL**

In order to verify kilometers traveled and fuel consumption in litres, the proponent, on a monthly basis, shall submit to the Municipality, along with their monthly invoice, verification for each vehicle operating in the curb-side collection program, a daily report for the entire month indicating the kilometers traveled for each day and the total consumption of diesel fuel. A **sample** form to be used by the Proponent is attached as Appendix C.

## **DIESEL FUEL MONTHLY REPORT**

The Proponent will be responsible to then summarize the individual daily vehicle reports by transferring that information to a Diesel Fuel Monthly Report. A sample form to be used by the Proponent is attached as Appendix C.

## **ASSUMPTIONS**

A curb-side collection vehicle collecting and transporting solid waste materials will consume diesel fuel at the rate of 1 gallon for every 5.5 miles travelled or 4.55 litres for every 8.8 kilometers travelled or 0.52 litres for every 1 kilometer travelled.

The formula shall be as follows:

The difference between the Benchmark Price (as provided by Proponent in Tender document) and the current fuel price (monthly average) multiplied by the rate of 0.52 litres per kilometer multiplied by the total number of kilometers travelled.

### **For Example:**

Current Fuel Price = 54.0 cents per litre

Benchmark fuel price = 52.9 cents per litre

Price Difference = + 1.1 cents per litre

.011 cents per litre x 0.52 litres/kilometer x 1000 kilometers travelled (sample only) = \$ 5.72 adjustment

## **15. PROVISION OF INFORMATION**

The Contractor agrees to provide, upon request by the CAO for the Municipality of Argyle, any Serviced Unit counts, number of stops, participation counts, and any other such surveys which may from time to time be required by the Municipality. The Municipality may choose to occasionally conduct these types of surveys using its own employees or staff of the Authority, in which case the Municipality will provide the Contractor with 24 hours notification of the route where its employee is requesting to be a passenger on the collection vehicle.

## **16. OPERATION SPECIFICATION: FACILITIES**

These Specifications shall form part of the Call for Tenders for the provision of supervision and operation of the receiving facilities in the areas and at the times specified herein.

- a. All Contractor vehicles will report to the Scale house prior to entering the Facility.
- b. The Contractor shall ensure that all incoming vehicles enter the Facilities in a safe manner and that all drivers follow the direction of Facilities staff.

- c. The Contractor shall ensure that no liquid, hazardous or explosive waste is delivered to the Facilities
- d. The Contractor shall comply with all Federal, Provincial, Municipal Laws and Municipality Operational Policies.
- e. The Contractor agrees to indemnify and save the Municipality harmless against all losses, costs, expenses and damages which may be incurred by or by reason of any action by himself or his agents in respect to activities on Municipal property.
- f. If a statutory holiday falls on the usual day of operation, the day of operation will be changed in consultation with CAO or designate for the Municipality of Argyle.
- g. Any leaks or spills caused by collection vehicles will be cleaned-up by the Contractor.
- h. No dumping of collected materials is to be allowed outside of normal hours of operation at the Facilities without the prior authorization of the CAO for the Municipality of Argyle.
- i. All Contractor drivers are required to ensure that materials being off-loaded at the Facilities are done so as to ensure that separation of the various streams of materials is maintained.
- j. All vehicles entering the Facilities are subject to periodic inspection for compliance to Municipal Bylaws.

## **PART THREE - FORM OF TENDERS**

### **SECTION ONE - CALL FOR TENDERS**

#### **1.1\_ Obtaining Call for Tender Documents**

Call for Tender Documents including General Provisions, Specifications, Form of Tender and all other pertinent information may be obtained at the office of:

Municipality of Argyle  
Department of Property Inspection & Public Works  
27 Courthouse Road  
P.O. Box 10  
Tusket, Nova Scotia B0W 3M0

Note: An information meeting is scheduled for 2.00 p.m., March 6, 2020 to be held in Council Chambers of the Municipality of Argyle. All interested proponents are invited to attend by phoning to confirm their appearance.

#### **1.2 Call for Tenders Submissions**

Tenders shall be contained in sealed envelopes which shall be clearly marked as follows:

**CALL FOR TENDERS: PROVISION OF SERVICES FOR THE CURB-SIDE COLLECTION AND TRANSPORTATION OF SOURCE-SEPARATED SOLID WASTE 2020**

\*As well, the proponents operating name, complete with closing date and time shall be shown on the submission.

Tenders shall be delivered prior to the closing date and time by hand or by registered mail to the CAO for the Municipality of Argyle.

Each Tender shall be accompanied by a certified cheque, Tender bond, or irrevocable statement of commercial credit from the Proponent's Chartered Bank made payable to Municipality of Argyle, in the amount specified in the Call for Tenders Documents.

Any deposit made by reason of this requirement shall be forfeited to the Municipality if the

proponent neglects, refuses or fails to enter into a contract, if and when called upon to do so. Proponents shall also submit a completed Agreement to Provide Performance Bond (Appendix A) or other documentation showing a firm has agreed to provide contract surety in the amount specified in the Call for Tenders Documents.

### **1.3 Call for Tenders Closing**

**Tenders for the Curb-Side Collection and Transportation of Source-Separated Solid Waste will be accepted up until 2 p.m., Thursday, March 19, 2020 at the Department of Property Inspection and Public Works office, 27 Courthouse Road, P.O. Box 10, Tusket, Nova Scotia, B0W 3M0. Tenders will be opened at approximately 4 p.m. March 19, 2020 after the tender closed.**

The Municipality reserves the right to reject any or all tenders, not necessarily accept the lowest tender, or to accept any tender which it may consider to be its best interest. The Municipality also reserves the right to waive formality, informality or technicality in any tender.

## **SECTION TWO - INSTRUCTION TO PROPONENTS**

### **2.1 Call for Tenders Contract**

The complete set of documents including the Call for Tenders, Instruction to Proponents, Form(s) of Tender, Schedule of Prices, General Provisions, Specifications, including all Appendices plus any supplement and/or addenda shall form the contract with the successful proponent(s).

### **2.2 Preparation of Tenders**

The following information will assist you in your submission of Tenders to the Municipality:

- 1) All instructions in Call for Tenders documents are to be followed.
- 2)
  - a) Your seal is to be affixed where directed.
  - b) All supplement(s) and/or agenda shall be signed and acknowledged.
- 3) No pages are to be removed from Call for Tenders documents except where instructed.
- 4) Your extensions and totals should be checked with any changes initialed.

- 5) Tender Bonds/Deposits are to be submitted only in the form directed (Minimum 60 days).
- 6) All Requirements regarding provision of Performance Bonds/Contracts Security are to be followed.
- 7) Tenders are to be delivered to the CAO for the Municipality of Argyle on or before the prescribed closing time and date. All closing times are local, either standard or daylight, as applicable.
- 8) The Tenders must be clearly marked on the envelopes as follows:
  - a) Call for Tenders
  - b) Call for Tenders Title and Number
  - c) Proponent's name
  - d) Call for Tenders closing date
- 9) It is the responsibility of the proponent to ensure his Tender is in the possession of the CAO for the Municipality of Argyle prior to the Call for Tenders closing time and date.
- 10) Any information requested in the Call for Tenders document must be enclosed in the Call for Tenders envelope.

**PLEASE NOTE:**

- 1) Late Tenders are not accepted.
- 2) Unsigned or Tenders not bearing company seal are not accepted.
- 3) Tenders are to be fully completed as instructed.
- 4) Tenders without proper Tender bonds/deposits are not accepted.
- 5) HARMONIZED SALES TAX (HST)
  - a) Contractors and Suppliers must indicate their Harmonized Sales Tax (HST) registration number on Tenders submitted to the Municipality.
  - b) Contractors/Suppliers must clearly indicate the Harmonized Sales Tax amount separate and apart from the bid amount.



### **2.3 Duplicate Forms**

Where duplicate forms are provided, they are for the proponents use only and are not required to be returned with the Call for Tenders.

### **2.4 Tenders for All Items**

Proponents shall submit Tenders on items appearing on the Tender forms.

### **2.5 Alternative Tenders**

For the purpose of this Call for Tenders, no alternative Tender pricing will be considered.

### **2.6 Electronic Tenders**

Tenders received by any electronic means will not be accepted or considered.

### **2.7 Multiple Tenders**

If more than one Tender is offered by one individual or corporate body, or by any person or persons associated with, in any manner such individual or such corporate body, all such Tenders, including the original Tender, shall be rejected. Any sub-contractor may quote a price to any or all proponents or may submit a direct Tender upon his own behalf.

### **2.8 Errors in Tenders**

Errors made by the proponent in preparing his Tender shall not constitute a right to withdraw or to amend the Tender after the date and time set for closing of this Call for Tenders.

In the event of an error made in the extension of unit prices, where applicable, the unit prices Tender will govern.

### **2.9 Examination of Plans, Specifications and Documents**

Proponents shall carefully examine all Call for Tender Documents in order that they shall be fully aware of all aspects of the proposed work and work sites and the requirements for submission of Tenders.

## **2.10 Explanation to Proponents**

Any explanation regarding the meaning or interpretation of the Call for Tender Documents, shall be requested in writing or email with sufficient allowance of time for receipt of reply, before the time of tender opening (requests shall be received not later than six (6) working days before the closing date). Requests for clarification of the Call for Tender Documents shall be made to:

Municipality of Argyle  
27 Courthouse Road  
P.O. Box 10  
Tusket, Nova Scotia B0W 3M0  
**email: hpfeil@munargyle.com**

Upon receipt of such request, if considered necessary, explanation or interpretation shall be made in the form of an addendum to the documents and shall be furnished to all proponents who shall submit all addenda with their Tenders. Oral explanations and interpretations made prior to the tender opening shall not be valid or binding. Any addenda issued prior to the time set for the closure of the Call for Tenders shall form part of the Contract Documents.

## **2.11 Examination of Site(s)**

Proponents shall visit the site(s) of the proposed work and inform themselves of all local conditions and ensure allowances in their Tenders for conditions and limitations as they affect the carrying out of the works. No pleas of ignorance of such local conditions as a result of failure to make all necessary examinations will be accepted as a basis for any claims for extra compensation or an extension of time.

## **2.12 Competency of Proponent**

Proponents shall be capable of performing the various items of work contained in the Call for Tenders. They will be required to furnish, to the CAO for the Municipality of Argyle, a statement covering experience on similar work, plant and other equipment available for the proposed work. Proponents shall be required to demonstrate to the satisfaction of the CAO for the Municipality of Argyle that they have experienced personnel and expertise to perform the services required by the specifications and submit such statements of their financial resources as may be deemed necessary.

### **2.13 Harmonized Sales Tax**

The prices quoted in the Schedule of Prices shall indicate the Harmonized Sales Tax (HST).

### **2.14 Equipment Statement**

Proponents are required to submit in the Form of Tenders a statement of equipment to be used or available for the work covered by their tender.

### **2.15 Tender Deposit**

Each Tender shall be accompanied by a certified cheque, Tender bond or irrevocable statement of commercial credit from the Proponent's Chartered Bank made payable to the Municipality of Argyle, in the amount of Five Thousand dollars (\$5,000.00) when proponent is submitting a Tender.

### **2.16 Forfeiting of Tender Deposit**

The Tender deposit shall be forfeited, or the terms of any Tender bond shall be invoked, if the proponent whose Tender has been formally accepted by Municipality neglects, refuses or fails to enter into an Agreement/Contract when called upon to do so.

### **2.17 Signing of Tenders**

The proponent shall sign the Tender in the space provided and in the following manner:

Sole Proprietorship - The signature of the sole proprietor in the presence of a witness who shall sign where indicated. The word "Sole Proprietor" shall be inserted over "Title".

Partnership - The signatures of not less than two partners in the presence of a witness who shall sign where indicated. The word "Partner" shall be inserted over "Title".

Limited Company - The Tender shall be signed by two authorized signing officers and the official title of each officer shall be shown over "Title". If the Tender is signed by an official other than the President, Secretary or Secretary - Treasurer, copy of the authority permitting such official to sign shall be submitted with the Tender.

### **2.18 Corporate Seal**

The corporate seal of any organization, where such seal exists, shall be impressed on the places indicated for signature on the Tender form and in such a manner as to form an impression on the signature or signatures.

## **2.19 Time Limit**

Tenders received after the date and time of closing as shown on the Call for Tenders shall not be considered and will be returned unopened to the proponent.

## **2.20 Amendment or Withdrawal of Tenders**

Tenders may be amended or withdrawn at any time, prior to the date and time set for the closing of Tenders, upon the written request of the proponent. Amendment or withdrawal by electronic means must be verified by registered letter postmarked prior to the date and time of closing. Amendments to Tenders shall not reveal the total amount of the original or revised Tender.

## **2.21 Return of Tender Deposit**

When a contract is signed between the successful proponent(s) and the Municipality, the certified cheque or the Tender bond deposited by the unsuccessful proponents shall be returned to them within ten (10) normal working days. The certified cheque or the Tender bond of the successful proponent shall be returned to him when the performance bond and other requirements are provided and the contract is signed with the proponent.

## **2.22 Tender Rejection or Acceptance**

The Municipality reserves the right to reject any or all tenders, not necessarily accept the lowest tender, or to accept any tender which it may consider to be in its best interest. The Municipality also reserves the right to waive formality, informality or technicality in any tender.

## **2.23 Performance Bond**

Successful proponents shall be required to provide an acceptable Performance Bond prior to the execution of the Agreement/Contract. All costs of purchasing and administration for the Performance Bond shall be paid by the Contractor.

Proponents shall submit a completed Agreement to Provide Performance Bond (Appendix A) or acceptable documentation showing a duly licensed Surety Company has agreed to provide Contract Surety in the amount of \$ 30,000 when proponent is submitting a Tender.

During each twelve (12) month period of the Contract, the successful Proponent shall submit a certificate to the Municipality showing that the Performance Bond in the amount and form specified herein remains in effect.

The Surety Company shall be duly licensed to carry out business in the Province of Nova Scotia.

A Performance Bond for the due and proper performance of the works provided for in the contract, in the form acceptable to the Municipality and subject to the terms and conditions of the Contract, for an appropriate amount, as stated above, shall be furnished by the successful proponent within ten (10) working days upon receipt of written confirmation of acceptance of the Tender. The Performance Bond shall be executed, under seal, by the successful proponent and the Surety Company. The Municipality, at its discretion, may accept a certified cheque or irrevocable statement of commercial credit in the Municipality's favour in the specified amount as performance security for the Contract.

#### **2.24 Contract Bonds and Insurance**

- a) The successful proponent shall sign the Contract Agreement as provided within the time specified in the Form of Tenders.
- b) The proponent shall secure and maintain a Performance Bond as outlined in 2.23 above.
- c) The proponent shall secure and maintain such insurance policies as are required by the General Provisions.

#### **2.25 General Description of Work**

This Call for Tenders is for the Curb-Side Collection and Transportation of Source-Separated Solid Waste from Serviced Units as defined within the Areas and at the times and schedules specified in the Contract Documents.

The work generally includes the bi-weekly curb-side collection of residuals, recyclables and organics and transportation of those materials in the manner, time, and to the locations as specified in the General Provisions and conditions and provisions outlined in the Specifications.

#### **2.26 Data Provided for Information Only**

All data provided is for information only, the Municipality provides no guarantee of its accuracy or completeness.

#### **2.27 Commencement of Contract**

The contract to be awarded as a result of this Call for Tenders will commence after the Contractor receives written notice from the CAO for the Municipality of Argyle.

## **2.28 Payment Procedures**

Payment will be made to the Contractor on a monthly basis within 30 days of receipt of a monthly invoice for the services provided. The invoice shall be issued by the Contractor on or about the last day of the month during which services were provided or by another arrangement as mutually agreed upon by the CAO for the Municipality of Argyle and the Contractor.

## **2.29 Qualification of Proponents**

All Proponents must furnish satisfactory evidence to the Municipality that they have operated, or are presently operating, a curb-side collection and transporting company or have had sufficient successful experience in a comparable field, to operate this source-separated solid waste collection service to the satisfaction of the CAO for the Municipality of Argyle.

All Proponents shall be required to demonstrate to the satisfaction of the CAO for the Municipality of Argyle that they have adequate financial resources, experienced personnel, ability and expertise to perform the services required by the Specifications and shall furnish such information and/or proof of these qualifications. No contract will be awarded to any Proponent who, as determined by the CAO, is not qualified to perform the necessary service due to an unsatisfactory record, or inadequate experience, or who lacks the necessary capital, organization, and equipment, to conduct and complete the services in strict accordance with the Specifications.

Proponents must fill in the details of their experience, plant, equipment, organization (including names and experience summaries for Superintendent and clerk(s), statements of financial resources and ability to obtain adequate insurance as required in the “Form of Tenders”.

If the CAO requires more details they must be provided to him within seven (7) days of a request for the same.

**FORMS**

**TO: MUNICIPALITY OF ARGYLE**

**FROM:** \_\_\_\_\_  
(Name of Proponent)

\_\_\_\_\_  
(Address of Proponent - Civic and Mailing)

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

e-mail: \_\_\_\_\_

Hereinafter called the Proponent or Contractor

Having carefully examined the site(s) of the proposed works and all documents relating thereto, including this Form of Tender, Information for Proponents, Call for Tenders, Instruction to Proponents, Schedule of Prices, General Provisions, Specifications, Bonding and Bid Deposit requirements and **Addendum/Addenda No: \_\_\_\_\_ to \_\_\_\_\_**, part and parcel of the work described in these Documents, I (we) the undersigned:

- (1) Hereby submit a Tender and offer to enter into a Contract with Municipality of Argyle, within the time prescribed, to furnish all materials, labour, equipment, matters and things, and to provide all services as indicated in the Advertisement for:

**Call for Tenders For the Provision of Services For The Curb-Side Collection and Transportation of Source-Separated Solid Waste 2020**

- (2) Declare that:
  - a) No person, firm or corporation, other than the Proponent, has any interest in this Tender, or in the proposed contract for which this Tender is made and to which it relates.
  - b) This Tender is made by the Proponent without any connection, knowledge, comparison of figures or arrangement with any other person, or persons making a Tender for the same work and is in all respects fair and without collusion or fraud.

c) No member of the Municipality of Argyle Council or officer or employee of the Western Region Solid Waste-Resource Management Authority is, will be, or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety, otherwise, how so ever, in or in the performance of the said Contractor, or in the supply of works or business thereof, or in any of the monies to be derived therefrom.

d) I (we) propose to engage our own forces on all of the various sections of the works:

Yes  No

If No, please list below the name and address of each proposed sub-contractor stating the portion of the works and/or areas to be allotted to each of the stated sub-contractors:

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e) The following are willing to become bound, as evidenced in writing with the undersigned in the amounts designated for the due performance, fulfilment, and guarantee of this Contract.

Performance Bond \_\_\_\_\_

(Name of Company)

\_\_\_\_\_  
(Address)



SURETY SHALL BE PROVIDED BY A SATISFACTORY SURETY COMPANY AUTHORIZED BY LAW TO CARRY ON BUSINESS IN THE PROVINCE OF NOVA SCOTIA.

- (3) Agree that:
- a) If this Tender is accepted by the Municipality, I (We) will supply whatever additional articles, materials, labour and equipment and shall execute whatever additional work may be ordered by the Municipality in strict conformity in all respects with the requirements of this Call for Tenders, these Contract Documents including Specifications, General Provisions and Form of Tender hereto annexed or to be annexed hereto.
  - b) Deductions from the said Contract, if any, shall be made in strict conformity in all respects with the requirements of this Call for Tenders, these Contract Documents including Specifications, General Provisions and Form of Tender hereto annexed or to be annexed hereto.
  - c) This Tender is open to acceptance and irrevocable for a period of sixty (60) days following the closing date for Call for Tenders, and the Municipality may at any time, without notice, accept this Tender whether any other Tender has previously been accepted or not.
  - d) Should I (We) withdraw this Tender after the closing time and date, and before the said Municipality shall have considered the Tenders and awarded a contract, the amount of the deposit on this Call for Tender shall be forfeited to the said Municipality.
  - e) The awarding of the contract, based on this Tender, by the said Municipality, shall constitute and be acceptance of this Tender.
  - f) If this Tender is accepted, as aforesaid, I (We) shall forthwith furnish a Performance Bond for the proper fulfilment of the Contract as required under the terms of the Instruction to Proponents, and shall provide insurance certificates and shall execute the Agreement/Contract and provide copies of the Performance Bond in duplicate, in a form satisfactory to the said Municipality, within ten (10) working days after being notified to do so.
  - g) Should I (We) for any reason, default or fail in respect to any matter or thing herein contained, the said Municipality shall be at liberty to retain the deposits forfeited to the use of the said Municipality as liquidated damages, and to accept any other Tender, or advertise for new Call for Tenders, or carry out any work or works, or do anything which is set out or called for in this Call for Tenders in any other way as the said Municipality may in his sole

discretion deem best.

h) Should I (We) fail to complete the Contract within the specified time, or specified time as may be amended, I (We) shall pay to the Municipality as liquidated damages and not as a penalty, such amount of money, which actually represents such damages, for each day that the work remains incomplete up to the specified completion date.

i) It is a condition of the call for Tenders and of the Contract to be subsequently awarded that:

In the hiring and employment of labour, the Proponent shall not refuse to employ or otherwise discriminate against any person in regard to employment because of that person's race, sex, national origin, colour, religion or political affiliations, nor because the person has made a complaint or given information with respect to an alleged failure to comply with the provisions of this clause.

j) Nothing done, performed or supplied, by or under the contract, or in pursuance thereof, by this contract or any implied contract, shall be binding upon the Municipality, nor shall the Municipality be, in any way, liable for anything so done, performed or supplied, until first of all the Contract documents have been signed and the Corporate Seal of the Municipality duly affixed thereon.

(4) Hereby:

Enclose with this Tender a certified cheque, Tender bond, or irrevocable statement of commercial credit from the Proponent's Chartered Bank made payable to the Municipality of Argyle, in the amount of \$5,000.00.

**NOTE:**

i) If the Tender is submitted by, or on behalf of, an incorporated company, the Tender shall be signed in the name of such company by the duly authorized officers thereof who shall also subscribe their own names and offices. The seal of the company where it exists shall be affixed over their signatures.

ii) If the Tender is submitted by, or on behalf of, an individual or a partnership, a seal where it exists shall be affixed opposite the signatures of the individual or the partner.

(5) Submit:

The following information on My (Our) financial status, ability to get insurance, experience, equipment, facilities parking and maintenance, contingency plan, method of washing equipment, personnel and brief work plan for meeting tender requirements regarding collection schedules and utilization of equipment follow.

The following forms are to be completed by the Proponent, however, if more space is needed, additional sheets are acceptable, and any additional sheets are to be initialed and dated by an authorized person.

- a) My (Our) reference as to financial status from whom the Municipality may confidentially receive financial details on our business:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

- b) The insurance company who has agreed to provide us with the insurance.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

- c) My (Our) experience in the solid waste curb-side collection field or comparable field over the last five (5) years is as follows:

Contract Description	Location	Contact Person	Telephone No.	Dates	
				From	To

- d) The plant and equipment that will be used on this Contract for the Area contained in My (Our) Tender is as follows (Note: Proponents may submit additional information on their collection equipment as part of their Tender as long as it is accompanied by a letter

indicating it is part of their Tender and includes the Call for Tenders Title and Number and Proponent's name):

**CURB-SIDE COLLECTION AND TRANSPORTATION-STATEMENT OF EQUIPMENT**

Model Number	Equipment Type	Capacity	Date Manufactured

e) The parking or home base for parking and maintenance facilities for the equipment used under this Contract is as follows:

Parking Only (Civic Address):

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Parking and Maintenance (Civic Address):

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Maintenance Only (Civic Address):

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f) My (Our) contingency for equipment breakdown is:

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g) My (Our) method and location of facilities for washing this equipment is: (please include civic address)

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h) My (Our) supervisory staff (and their years of experience in this type or similar type of work) to be assigned to this Contract, are as follows:

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i) My (Our) clerk(s) assigned to this Contract (including their years of experience in this type of similar type of work) are as follows:

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j) Submit My (Our) plan for carrying out of the works:

Please provide a brief description indicating how you intend to carry out the works as described herein in respect to equipment and the number of pieces of equipment to be utilized and in what areas given the existing collection schedules.

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**PRICING**

**a) Existing Collection Schedule**

Fiscal Year	Base Price per Month	HST
April 1, 2020 - March 31, 2021		
April 1, 2021 - March 31, 2022		
April 1, 2022 - March 31, 2023		
April 1, 2023 - March 31, 2024		
April 1, 2024 - March 31, 2025		

**b) Proposed Collection Schedule Changes**

Fiscal Year	Base Price per Month	HST
April 1, 2020 - March 31, 2021		
April 1, 2021 - March 31, 2022		
April 1, 2022 - March 31, 2023		
April 1, 2023 - March 31, 2024		
April 1, 2024 - March 31, 2025		

**Note: If you are proposing schedule changes please provide details as outlined on page 9.**

**c) Spring and Fall Cleanup Services**

Fiscal Year	*Price per Metric Ton	HST
April 1, 2020 - March 31, 2021		
April 1, 2021 - March 31, 2022		
April 1, 2022 - March 31, 2023		
April 1, 2023 - March 31, 2024		
April 1, 2024 - March 31, 2025		

**\* The proponent may choose an alternative method for pricing these services. If you are not quoting your price per metric ton please be sure to explain your price structure.**

**d) Alternate Week Organic Collection (June - August)**

Fiscal Year	*Price per Metric Ton	HST
April 1, 2020 - March 31, 2021		
April 1, 2021 - March 31, 2022		
April 1, 2022 - March 31, 2023		
April 1, 2023 - March 31, 2024		
April 1, 2024 - March 31, 2025		

\* The proponent may choose an alternative method for pricing these services. If you are not quoting your price per metric ton please be sure to explain your price structure.

**e) Private Road Collection**

Fiscal Year	*Price per Metric Ton	HST
April 1, 2020 - March 31, 2021		
April 1, 2021 - March 31, 2022		
April 1, 2022 - March 31, 2023		
April 1, 2023 - March 31, 2024		
April 1, 2024 - March 31, 2025		

\* The proponent may choose an alternative method for pricing these services. If you are not quoting your price per metric ton please be sure to explain your price structure.

**f) Harmonized Sales Tax Number (HST Number)**

Our HST # is	
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In witness thereof the Contractor has hereunto set his hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
NAME OF CONTRACTOR

\_\_\_\_\_

\_\_\_\_\_  
ADDRESS OF CONTRACTOR

***SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:***

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
AUTHORIZED SIGNING OFFICER

\_\_\_\_\_  
TITLE OF SIGNING OFFICER

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
AUTHORIZED SIGNING OFFICER

\_\_\_\_\_  
TITLE OF SIGNING OFFICER

(Affix Corporate Seal)