



Request for Proposals
for
Waste Collection and Disposal

Request for Proposals No.: **RFP-24-007**

Issued: **Thursday, March 14, 2024**

Submission Deadline: **Monday, April 22, 2024 1:00:59 PM local time**

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

Definitions

“Addenda or Addendum” means a document issued through the Bidding System that amends the original Request for Proposal.

“Automated Collection” means the method of Collection of Waste from Carts using a fully-automated hydraulic Collection system and does not include the manual emptying of Carts.

“Bidding System” means the electronic bidding system called “bids&tenders™” that the City uses to post competitive procurement opportunities and receive Proposal submissions.

“Bidding System Vendor Account” means the company or individual vendor profile account created in the Bidding System which will be the means of how the company or individual will be notified when any information has been posted in the Bidding System with respect to a procurement opportunity.

“Business Day” means any day from Monday to Friday inclusive, except Observed Holidays.

“Cart” means the wheeled cart provided by the City for the purposes of containing Waste as identified within “Automated Collection Waste Service Level #2 for Automated Collection.

“Collect or Collection or Collected or Collecting” means all Work, services and operations performed by the Contractor, its Sub-Contractors, and agents with respect to the collection of Waste from Serviced Units and delivery to a Waste Management Facility as outlined in the Contract.

“Collection Area” means the area which the Contractor is scheduled to service on a given day.

“Collection Vehicle” means the vehicles utilized by the Contractor to Collect Waste under this Contract.

“Contract” means a written agreement approved and signed by the City relating to the subject matter of this RFP and includes, among other matters, the Standard Terms and Conditions, all as described herein.

“Contract Start Up Period” means from the time of award to commencement of service. This time frame is utilized for procurement of equipment, facility development, obtaining labour and training, etc. There shall be no payment by the City for activities undertaken during the Contract Start Up Period.

“Contract Administrator” means the City staff designate appointed by the Director to administer the Contract as described herein. In the event that the Contract Administrator is absent or unable to carry out his/her duties all shall be carried out by the Director.

“Contractor” means the person or persons, corporation, or partnership that has been selected to perform and carry out the Contract.

“CPI” means the Consumer Price Index for Ontario for All Items excluding energy as reported by Statistics Canada.

“City of Owen Sound” means The Corporation of the City of Owen Sound.

“Director” means the Director of Public Works and Engineering of the Corporation of the City of Owen Sound or their designate.

“Downtown Core” means businesses and residential units within the vicinity of the areas defined in **Section A.3.1**.

“Early Termination Fees” means the payment amount to be made by the City to the Contractor, indicated in the Bid Form, which represents all costs associated with the early termination by the City of the Work related to Waste Collection and Disposal.

“Eligible Residential Unit” means a unit consisting of one or more rooms designated for use as a single housekeeping unit. For the purpose of the RFP, Eligible Residential Unit will include single detached, semi-detached and any and all townhouses, row-house and condominiums including those with six (6) units or less and over (6) units that qualify for curbside collection services on a per stop basis.

“Evaluation Committee” means the group assembled to evaluate Proposals received.

“Garbage Container” means an appropriate container, being of sufficient strength to hold 18 kg (40 lbs.) of Garbage including but not limited to standard size bag(s) 89 cm x 127 cm (35” x 50”) or suitable pail(s) or container(s) to hold 136 litres of Garbage as approved by the City. This applies only to manual collection.

“Garbage Tag” means a sticker approved by the City, to indicate that the Garbage is eligible for Collection by the Contractor. This applies only to manual collection.

“General Terms and Conditions” means the City’s standard contracting terms and conditions as set out in the Information for Bidders document and attachments for this Request for Proposal, together with any modifications and/or additions made by the City, in its sole discretion.

“GPS” means global positioning system tracking technology.

“Hazardous Waste” means any corrosive, explosive, flammable or poisonous type or quantity of solid, gaseous or liquid waste identified and regulated under Ontario Regulation 347, as amended, that accumulates at any Serviced Unit. Hazardous Wastes include but are not limited to such items as paints, oils, pesticides, batteries and chemicals.

“IC&I” means an Industrial, Commercial or Institutional unit, location, or complex.

“Manual Collection” means the physical Collection of Waste performed by Contractor staff; bending, grasping, lifting, and placement into the Collection Vehicle.

“Non-collectable Waste” means materials **not** acceptable for Collection. These materials include but are not limited to: over limit, ineligible and/or over-weight Garbage, untagged and over-limit Garbage Receptacle, severely contaminated/unsorted materials such as Garbage in the Organics container or Recyclables in the Garbage container, Hazardous Waste, large pieces of construction and demolition waste, large automobile parts, mattresses, appliances, tires, fence wire, boulders, trees, tree stumps, or any liquid waste, highly combustible material, medical sharps, medical wastes, any substance which is classed as a “designated substance” pursuant

to the Occupational Health & Safety Act, R.S.O., 1990, C.1, as amended, yard waste, Christmas trees, any material which has become frozen to the Receptacle and cannot be removed, or significant quantities of soil, earth, sand, clay, gravel, stones or excavated materials

“Normal Operating Circumstances” means when Collections are functioning properly and not impacted by severe weather, road closures, equipment failure or any other significant malfunction as deemed by the Director.

“Observed Holiday” means New Year’s Day; Family Day, Good Friday, Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Christmas Day or any other day recognized as such by the Province with the exception of Boxing Day and designated by the City of Owen Sound during the term of the Contract.

“On-Site” means the Collection of Waste from Receptacles and Waste storage areas on private property or public property as approved by the City.

“Organics” is a Waste Stream designated for weekly or bi-weekly Collection at eligible locations which includes but is not limited to: materials suitable for composting such as fruit, vegetables, meat, fish, bones, plate scrapings, bread, coffee filters, dairy products, nuts, houseplants, tissues, paper toweling, paper egg cartons, paper products soiled with food waste, paper only packaging material, cold ashes, pet waste, kitty litter, small animal cage bedding and any other material which may be designated by the Director. Organic material does not include significant quantities of yard waste, plastic bags/film/wrap, diapers, or sanitary products.

“Organics Receptacle” means an appropriate container issued by the Contractor for Source Separated Organics.

“Proponent” means any party that submits a submission to a Request for Proposal and is a Registered Plan Taker in the Bidding System, bids & tenders™.

“Proposal” means a digitally signed submission in response to the Request for Proposal, including any alterations expressly authorized hereunder, submitted by a Proponent.

“River District” means businesses and residential units within the vicinity of the Sydenham River’s West riverbank to the West side of 4th Avenue East spanning from the North side of 7th Street East to the South side of 11th Street East.

“Receptacle(s)” means Organics containers or Carts collectively.

“Refusal Sticker” means a sticker supplied by the Contractor to be attached by the Contractor to problem Waste(s) or Receptacle(s) containing contaminated or Non-collectable Waste.

“Request For Proposal (RFP)” means this Request for Proposal RFP-24-007 issued by the City of Owen Sound under its Bidding System.

“Route Supervisor” means a person(s) designated by the Contractor, with the appropriate authority to deal with any complaints, concerns or situations arising as a result of the Contract.

“Selected Proponent” means the Proponent(s) whose Proposal has been selected by the City for further consideration.

“Shall, will and must” used in this document denotes imperative.

“Sub-Contractor” means a person, partnership or corporation having a direct contract with Proponent and whom the Proponent proposes will perform part or parts of the Work or to supply products to the Works.

“Successful Proponent” means the Proponent whose Proposal has been accepted by the City; the Successful Proponent is referred to in the Contract as the Contractor.

“Waste Management Facility” means a landfill site, transfer station or waste processing facility licensed for the processing, sorting, transfer or disposal of wastes that has been designated by the Director to accept Waste under this Contract.

“Submission Deadline” means the deadline by which Proposal submissions must be received in the Bidding System.

“Waste” means Garbage and Organics collectively as defined.

“Waste Stream” means any of Garbage and Organics separately as applicable and as defined.

“Work or Works” means the requirements stated in this Request for Proposal and includes all related works and services including but not limited to the supply of all vehicles, equipment, labour, supervision, materials, facilities, services, permits, license and approvals required to complete the obligations outlined in this Request for Proposal.

1.1 Invitation to Proponents

1.1.1 Invitation

This Request for Proposals (the “RFP”) is an invitation by the Corporation of the City of Owen Sound (the “City”) to prospective proponents to submit proposals for **Waste Collection and Disposal**, as further described in Section A of the RFP Particulars (Appendix B) (the “Deliverables”).

The City of Owen Sound is located on the southern shore of Georgian Bay in a valley below the limestone cliffs of the Niagara Escarpment.

Known as the Scenic City, Owen Sound features an expansive harbour and bay, winding rivers, tree-lined streets, extensive parks and trails and a thriving, historic downtown.

As the largest urban community in Grey County, it holds the seat of government in Grey, supporting regional, provincial and federal government offices, a regional hospital and a campus of Georgian College.

Key natural attractions include Inglis Falls, Harrison Park, Kelso Beach Park and several conservation areas. The Bruce Trail forms a ribbon around the City along the escarpment, connecting waterfalls and revealing a wide array of flora and fauna, including rare ferns.

Once named a Cultural Capital of Canada, the City is home to numerous festivals and events, and cultural hot spots.

In Owen Sound, you'll find a downtown economy that is balanced and diversified. The Heritage Place Shopping Centre and Heritage Grove complex on the east side complements the vibrant, scenic Downtown Core and other shopping areas.

Outdoor recreation abounds here. Excellent boating and fishing are available on the bay, and during the winter, residents can access thousands of kilometres of snowmobile trails, cross-country skiing areas, and downhill ski clubs. Hiking and cycling are popular pursuits, and there are many golf courses nearby. The City operates two arenas, numerous soccer and baseball complexes and is served by a modern recreation centre with pools, fitness facilities and more.

The City of Owen Sound is inviting proposals from qualified Contractors for the provision of collection, processing, and marketing of household waste and/or source-separated organics, including provision, distribution, and management of carts if automated collection is proposed, as described in the following RFP document.

1.1.2 Proponent Must Be Single Entity

The proponent must be a single legal entity that, if selected, intends to negotiate and enter into a contract with the City. If the proposal is being submitted jointly by two (2) or more separate entities, the proposal must identify only one (1) of those entities as the “proponent”. The proponent will be responsible for the performance of the Deliverables.

1.1.3 Bidding System Registration

All proponents must have a vendor account with the City's electronic bidding system at: <https://owensound.bidsandtenders.ca/Module/Tenders/en> and must be registered as a plan taker for this opportunity. This will enable the proponent to download the solicitation document, to ask questions, to receive addenda email notifications, download addenda, and submit their proposal electronically through the bidding system.

1.2 RFP Contact

To contact the City in relation to this RFP, proponents must initiate the communication electronically through the bidding system. The City will not accept any proponent's communications by any other means, except as specifically stated in this RFP.

For the purposes of this procurement process, the “RFP Contact” will be:

Lauren Stewart, Purchasing and Claims Coordinator – purchasing@owensound.ca

Proponents should only contact the RFP Contact where specifically instructed to in this RFP. All other communication in relation to this RFP, up to and including the submission of the proposal, must be through the bidding system, as described above.

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of the City, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent's proposal.

1.3 Contract for Deliverables

1.3.1 Type of Contract

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with the City for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the City and the selected proponent.

1.3.2 Term of Contract

The term of the agreement is to be for a period of eight (8) years commencing June 1, 2025, with an option in favour of the City to extend the agreement on the same terms and conditions for an additional term of up to two (2) twelve (12) month extensions. Contract renewal will be based upon the continued need for the service, quality of service, mutual agreement and annual premium negotiations between the Successful Proponent and the City but will not exceed the annual CPI index.

1.3.3 Early Termination

The City may terminate the contract upon one (1) year written notice to the Contractor if the City does not allocate the funds needed for service or if operational changes result in the services no longer being required. This termination clause additionally applies in the event that the County of Grey assumes the delivery of municipal waste collection. Such termination will be without penalty, damages, or liability except for any outstanding payment. Early Termination Fees are to be provided with the RFP submission electronically within the bidding system.

1.4 RFP Timetable

1.4.1 Key Dates

Issue Date of RFP	Thursday, March 14, 2024
Deadline for Questions	Monday, April 15, 2024 11:59:59 PM local time
Deadline for Issuing Addenda	Wednesday, April 17, 2024 11:59:59 PM local time
Submission Deadline	Monday, April 22, 2024 1:00:59 PM local time
Rectification Period	3 business days
Anticipated Ranking of Proponents	May 2024
Contract Negotiation Period	30 calendar days
Anticipated Execution of Agreement	June 1, 2024 for a June 1, 2025 Contract Start Up Period

The RFP timetable is tentative only and may be changed by the City at any time. For greater clarity, business days means all days that the City is open for business.

1.4.2 Site Visit / Pre-Bid Meeting

N/A

Each Bidder must satisfy themselves as to the local conditions to be met during the completion of the work including operational conditions that may impact the completion of the work. Each Bidder shall make its own determination of the potential site conditions to be encountered.

The Bidder may not claim at any time after the submission of the Proposal that there was any misunderstanding of the terms and conditions of the Contract relating to site conditions.

1.5 Submission Instructions

1.5.1 Submission of Proposals

Proposals must be submitted electronically through the bidding system at:

<https://owensound.bidsandtenders.ca/Module/Tenders/en>

Submissions by other methods will not be accepted.

In the event of any technical issues, proponents should contact the bidding system's technical support.

1.5.2 Proposals to Be Submitted on Time

Proposals must be finalized and fully uploaded in the bidding system on or before the Submission Deadline. The time of receipt of proposals shall be determined by the bidding system web clock. Late submissions will not be accepted by the bidding system and will be disqualified as late.

Proponents are cautioned that the timing of submission is based on when the proposal is received by the bidding system, not when a proposal is submitted by a proponent. As transmission can be delayed due to file transfer size, transmission speed, or other technical factors, proponents should plan to submit proposals well in advance of the Submission Deadline to avoid submitting late due to technical issues. Proponents submitting near the Submission Deadline do so at their own risk.

The bidding system will send a confirmation email to the proponent advising when the proposal was submitted successfully. If you do not receive a confirmation email, contact the bidding system's technical support immediately.

1.5.3 Proposals to Be Submitted in Prescribed Format

Proposal materials should be prepared and submitted in accordance with the instructions in the bidding system, including any maximum upload file size.

Documents should not be embedded within uploaded files, as the embedded files may not be accessible or evaluated.

1.5.4 Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline. However, the proponent is solely responsible for ensuring that the amended proposal is received by the bidding system by the Submission Deadline.

1.5.5 Withdrawal of Proposals

At any time throughout the RFP process until the execution of a written agreement for the provision of the Deliverables, a proponent may withdraw a submitted proposal. Prior to the Submission Deadline, proponents may withdraw a submitted proposal through the bidding system. To withdraw a proposal after the Submission Deadline, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent.

[End of Part 1]

PART 2 – EVALUATION, NEGOTIATION AND AWARD

2.1 Stages of Evaluation and Negotiation

The City will conduct the evaluation of proposals and negotiations in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, the City will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be rejected. The Rectification Period will begin to run from the date and time that the City issues a rectification notice to the proponent. The mandatory submission requirements are set out in Section C of the RFP Particulars (Appendix B).

2.3 Stage II – Evaluation

Stage II will consist of the following two (2) sub-stages:

2.3.1 Mandatory Technical Requirements

The City will review the proposals to determine whether the mandatory technical requirements as set out in Section D of the RFP Particulars (Appendix B) have been met. If a proposal fails to satisfy all of the mandatory technical requirements, the City will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. The rectification process for these requirements may occur after any rectification process for mandatory submission requirements. Proposals that do not satisfy the mandatory technical requirements within the Rectification Period will be rejected.

2.3.2 Non-Price Rated Criteria

The City will evaluate each qualified proposal on the basis of the non-price rated criteria as set out under Evaluation Criteria in Section F of the RFP Particulars (Appendix B).

2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in Section G of the RFP Particulars (Appendix B). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

In the event that a proponent's pricing appears to be abnormally low in relation to the Deliverables, the City may require the proponent to provide a detailed explanation of the pricing information to account for the low level of price and confirm that all requirements in respect of the Deliverables have been taken into account. If the proponent is unable to satisfactorily account for the abnormally low pricing, the City may reject the proposal. The City may also reject any proposal that contains unbalanced pricing. Pricing may be considered unbalanced where nominal or significantly understated prices are proposed for some elements of the Deliverables and inflated prices are proposed for other elements of the Deliverables. Unbalanced pricing includes, but is

not limited to, “front-loaded” pricing which contains inflated pricing for Deliverables to be provided or completed at the beginning of the contract, offset by understated pricing for Deliverables to be provided or completed later in the contract.

2.5 Stage IV – Ranking and Contract Negotiations

2.5.1 Ranking of Proponents

After the completion of Stage III, all scores from Stage II and Stage III will be added together and the proponents will be ranked based on their total scores. The top-ranked proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with the City. In the event of a tie, the selected proponent will be the proponent with the highest score on the non-price rated criteria.

2.5.2 Contract Negotiation Process

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of the City or the proponent, and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the City and the selected proponent. Negotiations may include requests by the City for supplementary information from the proponent to verify, clarify, or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the City for improved pricing or performance terms from the proponent.

2.5.3 Time Period for Negotiations

The City intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date the City invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in Section E of the RFP Particulars (Appendix B), provide requested information in a timely fashion, and conduct its negotiations expeditiously.

2.5.4 Failure to Enter into Agreement

If the pre-conditions of award listed in Section E of the RFP Particulars (Appendix B) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, the City may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations, or until the City elects to cancel the RFP process.

2.5.5 Notification of Negotiation Status

Other proponents who may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

A proponent who submits conditions, options, variations, or contingent statements, either as part of its proposal or after receiving notice of selection, may be disqualified.

3.1.2 Proposals in English

All proposals are to be in English only.

3.1.3 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in a fixed format, and the content of websites or other external documents referred to in the proponent's proposal, but not attached, will not be considered to form part of its proposal.

3.1.4 Past Performance

In the evaluation process, the City may consider the proponent's past performance or conduct on previous contracts with the City or other institutions.

3.1.5 Information in RFP Only an Estimate

The City and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.1.6 Proponents to Bear Their Own Costs

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 Proposal to be Retained by the City

The City will not return the proposal or any accompanying documentation submitted by a proponent.

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

The City makes no guarantee of the value or volume of work to be assigned to the selected proponent. The agreement to be negotiated with the selected proponent will not be an exclusive

contract for the provision of the described Deliverables. The City may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

Proponents should promptly examine all of the documents comprising this RFP and may direct questions or seek additional information in writing through the bidding system on or before the Deadline for Questions. No such communications are to be sent or initiated through any other means. The City is under no obligation to provide additional information, and the City is not responsible for any information provided by or obtained from any source other than the RFP Contact or the bidding system. It is the responsibility of the proponent to seek clarification on any matter it considers to be unclear. The City is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

3.2.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If the City, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the City.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the City determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the City may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify, and Supplement

When evaluating proposals, the City may request further information from the proponent or third parties in order to verify, clarify, or supplement the information provided in the proponent's proposal. The City may revisit, re-evaluate, and rescore the proponent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

Once an agreement is executed by the City and a proponent, the other proponents may be notified directly in writing and will be notified by public posting of the outcome of the procurement process.

3.3.2 Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within thirty (30) days of such notification. The RFP Contact will contact the proponent's representative to schedule the debriefing. Debriefings may occur in person at the City's location or by way of conference call or other remote meeting format as prescribed by the City.

3.3.3 Procurement Protest Procedure

Any proponent with concerns about the RFP process is required to attend a debriefing prior to proceeding with a protest.

If, after attending a debriefing, the proponent wishes to challenge the RFP process, it should provide written notice to the RFP Contact in accordance with applicable procurement protest procedures. The written notice must contain:

- (a) a clear statement as to which procurement the proponent wishes to challenge;
- (b) a clear explanation of the proponent's concerns with the procurement, including specifics as to why it disagrees with the procurement process or its outcome; and
- (c) the proponent's contact details, including name, telephone number, and email address.

The City will send an initial response to acknowledge receipt of the proponent's notice and indicate the date by which the City will provide the proponent with a formal response.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including, but not limited to:
 - (i) having or having access to confidential information of the City in the preparation of its proposal that is not available to other proponents;
 - (ii) having been involved in the development of the RFP, including having provided advice or assistance in the development of the RFP;
 - (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFP;
 - (iv) communicating with any person with a view to influencing preferred treatment in the RFP process (including, but not limited to, the lobbying of decision-makers involved in the RFP process); or
 - (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships, or financial interests:
 - (i) could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or

- (ii) could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

The City may disqualify a proponent for any conduct, situation, or circumstances, determined by the City, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

An existing supplier of the City may be precluded from participating in the RFP process in instances where the City has determined that the supplier has a competitive advantage that cannot be adequately addressed to mitigate against unfair advantage. This may include, without limitation, situations in which an existing supplier is in a position to create unnecessary barriers to competition through the manner in which it performs its existing contracts, or situations where the incumbent fails to provide the information within its control or otherwise engages in conduct obstructive to a fair competitive process.

3.4.3 Disqualification for Prohibited Conduct

The City may disqualify a proponent, rescind an invitation to negotiate, or terminate a contract subsequently entered into if the City determines that the proponent has engaged in any conduct prohibited by this RFP.

3.4.4 Prohibited Proponent Communications

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix C).

3.4.5 Proponent Not to Communicate with Media

Proponents must not, at any time directly or indirectly, communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

3.4.6 No Lobbying

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the selected proponent(s).

3.4.7 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials, or other representatives of the City; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.4.8 Supplier Suspension

The City may suspend a supplier from participating in its procurement processes for prescribed time periods based on past performance or based on inappropriate conduct, including, but not limited to, the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments;
- (c) engaging in litigious conduct, bringing frivolous or vexatious claims in connection with the City's procurement processes or contracts, or engaging in conduct obstructive to a fair competitive process; or
- (d) any conduct, situation, or circumstance determined by the City, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

In advance of a decision to suspend a supplier, the City will notify the supplier of the grounds for the suspension and the supplier will have an opportunity to respond within a timeframe stated in the notice. Any response received from the supplier within that timeframe will be considered by the City in making its final decision.

3.5 Confidential Information

3.5.1 Confidential Information of the City

All information provided by or obtained from the City in any form in connection with this RFP either before or after the issuance of this RFP:

- (a) is the sole property of the City and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the City; and
- (d) must be returned by the proponent to the City immediately upon the request of the City.

3.5.2 Confidential Information of Proponent

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the City. The confidentiality of such information will be maintained by the City, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the City to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

3.6 Procurement Process Non-Binding

3.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty, and without limitation:

- (a) this RFP will not give rise to any Contract-A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the proponent nor the City will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract, or failure to honour a proposal submitted in response to this RFP.

3.6.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and the City by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-Binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the City to enter into an agreement for the Deliverables.

3.6.4 Cancellation

The City may cancel or amend the RFP process without liability at any time.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

THIS AGREEMENT made in triplicate this _____ day of _____, 2024

BETWEEN

THE CORPORATION OF THE CITY OF OWEN SOUND

808 2nd Avenue East
Owen Sound, Ontario N4K 2H4

Hereinafter called the “Owner” (of the first part)

AND

[CONTRACTOR LEGAL BUSINESS NAME]

Address
Address

Hereinafter called the “Contractor” (of the second part)

WHEREAS on DATE , 2024 the Owner issued RFP-24-007 and Addendum # (insert number), dated (date) [repeat for each addendum] for RFP-24-007 (the “Proposal”);

AND WHEREAS on DATE, 2024 the Owner submitted a bid in response to the Proposal (the “Bid”);

AND WHEREAS the Owner wishes to enter into a Contract with the Contractor for the services as more particularly described in the RFP and related Schedules, and forming part of this Agreement (the “Services”);

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and other good and valuable consideration, and the sum of TEN DOLLARS (\$10.00) of lawful money of Canada now paid by each of the Parties hereto to each of the other Parties hereto, the receipt and sufficiency whereof is hereby acknowledged by the parties, the parties hereto agree with each other as follows:

1. The Contractor shall provide the Services pursuant to all the terms and specifications set out in The Contract. If there should be any conflict between the provisions of this Agreement and the provisions of The Contract”, the provisions of this Agreement will prevail.
2. The term of this Agreement shall commence June 1, 2025
3. The Owner shall pay the Contractor for Services as outlined in Appendix B.

4. If either party, acting reasonably, determines that the other party has failed to perform its obligations pursuant to this Agreement, then such party may terminate this Agreement upon giving at least thirty (60) days written notice to the other party.
5. The Contractor shall indemnify and save harmless the Owner, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of the negligence, errors, omissions, fraud or willful misconduct of the Contractor, its officers, employees, agents and subcontractors, or any of them, attributable to or connected with the performance, non-performance, or purported performance of the Contractor obligations pursuant to this Agreement, except to the extent that same is attributable or caused by the negligence of the Owner, its officers, employees and agents, or any of them. Further, this indemnity shall survive the expiration or early termination of this Agreement and continue in full force and effect.
6. This Agreement together with its schedules constitutes the entire understanding between the parties. any change, addition to, or waiver of the terms hereof must be specifically agreed upon, in writing, and signed by both parties. Failure on the part of either party to insist upon the strict observance of any of the terms and/or conditions herein shall not operate as a waiver of such party's right to require the future observance of any such terms and conditions.
7. This Agreement shall not be assigned, in whole or in part, by either party hereto without the prior written consent of the other party. This Agreement, all its covenants, promises and conditions shall enure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.
8. Either party may terminate this Agreement at any time, without notice, for just cause, which shall include, without limitation, dishonesty, fraud, willful deceit, or failure to properly fulfill the obligations hereunder where such failure is not remedied within ten (10) days after notice of same is given.
9. This Agreement shall be construed and interpreted with the laws of the Province of Ontario, Canada and the Division of Canada.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year set out above:

The Corporation of the City of Owen Sound

Per: _____
Ian C. Boddy, Mayor

Per: _____
Briana M. Bloomfield, City Clerk
We have the authority to bind the Corporation

CONTRACTOR

Name:
Title:

Name:
Title:
I/We have the authority to bind the Corporation

APPENDIX B – RFP PARTICULARS

A. THE DELIVERABLES

A.1 SCOPE OF WORK

The City is requesting proposals for waste collection services, including the collection, disposal, and management for a period of eight (8) years commencing June 1, 2025, with an option in favour of the City to extend the agreement on the same terms and conditions for an additional term of up to two (2) twelve (12) month extensions. The City is considering several levels of services, including potential changes to the frequency of pick up, manual versus automated pick up and the potential to add a separated organics collection program. The award shall be based on the waste collection option selected as determined by the decision of Council.

A.2 WASTE COLLECTION STATISTICS

City and contracted garbage packers collected the following tonnage of garbage from all sources, including the downtown sidewalk waste receptacles and outlying receptacles:

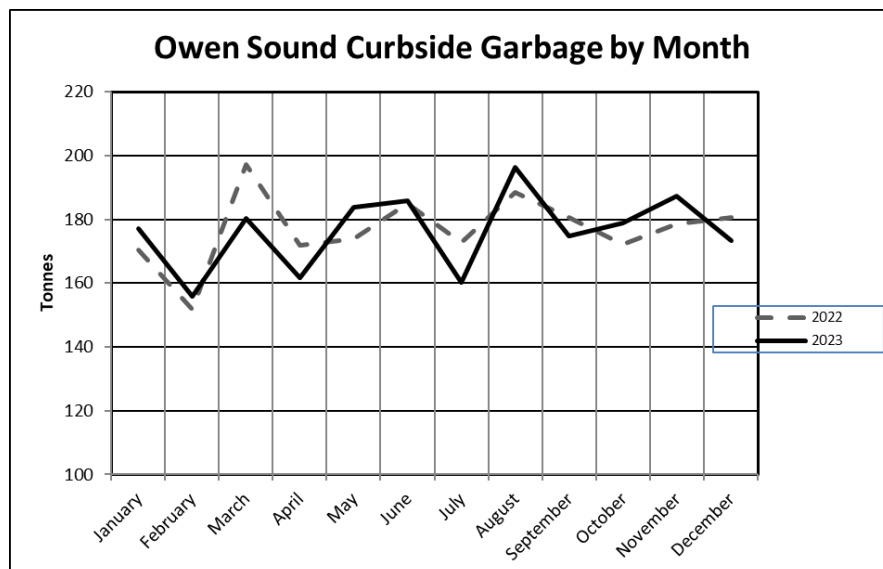
2021 2,155 tonnes

2022 2,123 tonnes

2023 2,115 tonnes

This is in no way a warranty of annual tonnage for the duration of the contract but an indication of previous years' tonnage.

Table 1 – Owen Sound Curbside Garbage Tonnage by Month



A.3 WASTE COLLECTION PROGRAM DESCRIPTION

A.3.1 Current Service Level

The City of Owen Sound currently operates the following residential curbside waste collection program:

The City currently provides curbside garbage collection once every two weeks to eligible residences and eligible businesses outside the Downtown Core area. The City is divided into East and West Side routes, with pick-ups on Tuesdays through Fridays. For illustrative purposes copies of the 2024 Waste Management Collection Schedule are attached as Attachment 4. The Downtown Core area receives weekly garbage pickup, being the area:

- Bounded to the west by the Sydenham River
- Bounded to the east by collection on both sides of 3rd Avenue East between 7th Street East and 11th Street East.
- Bounded to the north by collection on both sides of 11th Street East between 1st Avenue East and 3rd Avenue East
- Bounded to the south by collection on both sides of 7th Street East between 1st Avenue East and 3rd Avenue East

A.3.2 Alternative Collection Options

The City of Owen Sound is considering various options for the collection of garbage waste and/or separated organics in order to obtain the greatest value. Collection of separated organics will include eligible residential units only and will not include business or residential units within the River District. The award shall be based on the option selected as determined by the decision of Council. Proponents may choose to submit Proposals for Manual Collection Waste Service Level #1 and/or Automated Collection Waste Service Level #2 options. Should the Proponent bid on any Separated Organics Collection options, Disposal and Processing Tipping Fees shall be submitted, along with the initial supply and distribution of organic carts and kitchen catchers. Should the Proponent bid on any Automated Collection Alternatives, pricing shall be submitted for the relevant options of Supply and Initial Distribution of Garbage Carts, Organics Carts and Kitchen Catchers. The expectation is that on-going distribution, storage and maintenance services of carts are to be included in collection costs. See Section 'G' – Price Evaluation Method for more detail.

Table 2 – Alternative Waste Collection Options

Alternative Waste Collection Options	
Service Type	Service Details
Manual	Increase from BI-WEEKLY to WEEKLY Curbside Garbage Collection for East and West Sides
Automated	Increase from BI-WEEKLY to WEEKLY Curbside Garbage Collection for East and West Sides

Table 3 – Separated Organics Collection Options for Eligible Residential Units ONLY

Source-Separated Organics Collection Options	
Service Type	Service Details
Manual	WEEKLY Collection
Automated	WEEKLY Collection
Manual	BI-WEEKLY Collection
Automated	BI-WEEKLY Collection
Manual	WEEKLY Collection May 1 – October 31 BI-WEEKLY Collection November 1 – April 30
Automated	WEEKLY Collection May 1 – October 31 BI-WEEKLY Collection November 1 – April 30

A.3.3 Curbside Source-Separated Organics Collection Details

If determined by the decision of Council that curbside source-separated organics collection be included in the contract, the Proponent shall provide unlimited curbside collection of source-separated Organics (including pet litter) as per the level of service and frequency option selected on the scheduled collection days (same day as Garbage Collection) to all eligible residential dwellings within the designated collection area.

An estimated 400 tonnes of curbside organics are to be collected annually; this amount is expected to increase over the duration of the Contract.

The Proponent shall collect source-separated organics waste from green bin containers with wheels (either 57L or 120L depending on Service Level selected) and return emptied containers to the same location from which they were retrieved. The carts can become an obstruction, because of the system user or any other reason, to the road, a laneway, a drainage swale/ditch, sidewalk or snow removal. Therefore, the Contractor will place the empty bins in a location that does not cause an obstruction.

The Proponent will transport source-separated organic waste to a facility of the Proponent's choice and as outlined in the Proponent's Proposal, that is licensed to accept and process source-separated organic waste and is acceptable to the Designated Municipal Official. The Contractor is responsible for paying for any charges and or tipping fees applied to the source-separated organic waste it delivers to a processing facility and indicates this cost within the bid process.

A.3.4 Collection Locations and Dwelling Breakdown

The successful proponent will be required to pick up all garbage bags and/or containers (within Bag Limits and other Prohibitions) from eligible businesses and residential buildings in the City. Most large residential buildings and businesses utilize front end or roll-off garbage containers so do not make use of City pick-up.

Below is the current dwelling breakdown per 2021 Statistics Canada:

Table 4 – Current Dwelling/Business Breakdown:

Dwelling/Business breakdown	Quantity
Single-detached house	5055
Semi-detached house	415
Movable dwelling (Mobile Home)	35
Row House	670

Dwelling/Business breakdown	Quantity
Apartment in a building with few than five Storeys	2700
Other single-attached house	20
Downtown Core Businesses	253
TOTAL	9,148

A.3.5 New Collection Areas

The Contractor shall assume responsibility for collection services as soon as any new Single Family, and/or eligible Multi-Residential location are ready for service, and as directed by the City. The City assumes growth to be 2% per year.

B. MATERIAL DISCLOSURES

The material disclosures that apply to this RFP, if any, are set out below.

N/A

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix C)

Proponents should refer to the instructions attached to the solicitation for the Appendix C – Submission Form requirements and provide all required information in accordance with the instructions provided in the bidding system.

2. Pricing

Each proposal must include pricing information that complies with the instructions set out below in Section G of this Appendix B.

3. Bid Security

N/A

4. Other Mandatory Submission Requirements

N/A

D. MANDATORY TECHNICAL REQUIREMENTS

N/A

E. PRE-CONDITIONS OF AWARD

1. EXECUTED BONDS

The Contractor shall provide an annually renewable Performance Bond for the amount of **fifty percent (50%)** of the Year One Contract Price, inclusive of HST. The Renewable Performance Bond shall be provided at the Proponent's cost, in favour of the City, in order to secure the due and faithful performance of the Contract during the Contract Term and any Optional Extension Period. Should the Contractor, in the performance of the Work, fail to fulfill the requirements of the Contract, the City may draw upon the Renewable Performance Bond.

- (a) The bond must be in the form of an electronically verifiable digital bond. The digital bond must:
- (b) be issued by a reputable surety company authorized to do business in the Province of Ontario;
- (c) identify the "Obligee" as "The Corporation of the City of Owen Sound"; and
- (d) shall remain in force throughout the duration of the Contract until the Contract is deemed completed by the City.

For information regarding digital bid bonds, bidders are encouraged to contact their surety company and refer to the e-bonding information on the [Surety Association of Canada's website](#).

2. Workplace Safety and Insurance Board (WSIB)

The Service Provider certifies that it is in full compliance with the Workplace Safety and Insurance Act.

A copy of the Clearance Certificate must be submitted by the service provider upon notification of the award and prior to commencing work. Updated Clearance Certificates should be provided during the course of the contract.

3. Insurance

Throughout the term of the project, the successful Proponent shall obtain and maintain at its own expense, the following insurance coverage:

Commercial General Liability insurance subject to limits of not less than Five Million (\$5,000,000) inclusive per occurrence and with a property damage deductible not to exceed Five Thousand (\$5,000) or as agreed to by the Municipality. Coverage shall include but not limited to bodily injury including death, personal injury, damage to property including loss of use thereof, premises and completed operations, contractual liability, non-owned automobile liability, contingent employers' liability, owner's and Contractor's protective coverage, and contain a cross liability, severability of insured clause. The Municipality is to be added as an additional insured but only with respect to liability arising out of the operations of the successful Proponent.

Standard OAP 1 Automobile Policy subject to a limit not less than Five Million (\$5,000,000) for all licensed Motor Vehicles owned, leased or operated by the successful Proponent. Coverage

must also apply in the event the operations of the insured resulted in a pollution condition including remediation costs.

Contractor's Pollution Liability Insurance subject to limits of not less than Two Million (\$2,000,000) inclusive per claim and shall include coverage for but not limited to, bodily injury including death, property damage including remediation costs which are reasonable and necessary to investigate, neutralize, remove, remediate (including associated monitoring) or dispose of soil, surface water, groundwater or other contamination. The policy shall remain in force for twenty (24) months following completion of work. The Municipality shall be added as an additional insured but only with respect to liability arising out of the operations of the successful Proponent.

It is also understood and agreed that in the event of a claim any deductible or self-insured retention under these policies of insurance shall be the sole responsibility of the successful Proponent and that this coverage shall preclude subrogation claims against the City. The insurance shall be non-contributing with an apply as primary and not as excess of any insurance available to the City. To achieve the desired limit, umbrella or excess liability insurance may be used. All policies shall be endorsed to provide the City with not less than 30 days' written notice of cancellation. All policies shall be with insurers licensed to underwrite insurance in the Province of Ontario. Prior to the execution of the Contract and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the successful Proponent shall promptly provide the City with confirmation of coverage in the form of a certificate of insurance and, if required, a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the Contract. The minimum amount of insurance required herein shall not modify, waive, or otherwise alter the successful Proponent's obligation to fully indemnify the City under this Contract. The City reserves the right to modify the insurance requirements as deemed suitable.

The City reserves the right to modify the insurance requirements as deemed suitable.

4. Health and Safety / WSIB

The successful Bidder is required to abide by the Occupational Health and Safety Act related to the performance of the work. The successful Bidder is required to provide the City with a valid WSIB Clearance Certificate. Clearance Certificates should be renewed every ninety (90) days (minimum) during the course of the contract.

5. Accessibility For Ontarians with Disabilities Act, 2005 (AODA)

Businesses and individuals that the City has contracted to provide goods or services to customers must ensure that their employees, agents and subcontractors are trained on providing accessible customer service. All vendors will be required to complete the City's Accessibility Compliance Form as a one-time registration in order to do work on behalf of the City. The successful Bidder will be required to provide a completed AODA Form with the executed Contract.

6. Permits and Licenses

The Contractor must hold Environmental Compliance Approvals (Certificates of Approval) for a Waste Management System issued by the Ontario Ministry of the Environment before

commencing work and such other licenses, regulatory approvals, or legal qualifications as may be required to enable the Contractor to lawfully perform the work. All such items shall remain in effect for the duration of this Contract.

The Contractor shall have a valid Commercial Vehicle Contractors Registration (CVOR) and the overall safety rating must be satisfactory (audited or unaudited). The CVOR must be maintained in this standing with the Ministry of Transportation for the duration of the Contract.

The Contractor shall at any time upon the request of the Municipality provide evidence satisfactory to the Municipality that the Contractor will have in place prior to the commencement of the Work all required regulatory approvals.

F. EVALUATION CRITERIA

The following sets out the categories, weightings, and descriptions of the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

An evaluation team will evaluate all proposals received using an average scoring approach from all evaluations completed by the proposal evaluation committee. The following evaluation criteria outline the areas of importance that will be considered in project award. Proposal submissions should satisfy all criteria points wherever possible.

Instructions on How to Submit Proposals

Proponents may choose to submit a Proposal for Manual Collection Waste Service Level #1 and/or Automated Collection Waste Service Level #2 options. The following evaluation process will apply to both Service Levels and will be scored separately.

The minimum threshold is 60/100 (60%)

Non-Price Rated Criteria Category	Weighting (Points)
a) Background, Relevant Experience and References	20
b) Innovation and Sustainability	10
c) Winter Operations	10
d) Communication Plan	15
e) Facilities and Equipment	20
f) Implementation and Operation	25
References	Pass/Fail
Total Points	100

The Evaluation Team will score each proposal in the following manner:

1. All criteria with the exception of Fees and Expenses will be scored **out of 5** for the simplicity and consistency (irrespective of the actual score/weight of the particular

criterion). Following the consensus session, the scores will be determined by multiplying the evaluated score (out of 5) x maximum score x .1 to get a final score.

2. For consistency, the following table describes the characteristics attributable to particular scores between 1-5.

1	Does not meet the requirements
2	Barely meets the requirements (significant reservations)
3	Somewhat meets the requirements/expectations (some reservations)
4	Meets the requirements/expectations
5	Exceeds requirements/expectations

Suggested Proposal Content for Non-Price Criteria

Proposal #1 - Proponents are required to provide a Proposal to each of the sections listed below.

a) Background & Relevant Experience (20 points)

The City is seeking a Contractor that is responsive, collaborative, and innovative and has the demonstrated capabilities to provide the deliverables as identified.

- Submissions should include an outline of the company's background, area of expertise, number of employees, and years in business. List any sub-Contractors that may be used, including their background, expertise, location, and number of employees.
- Please demonstrate through an explanation of corporate capabilities how your company will best meet these requirements. Also, include three (3) references from clients (preferably other municipalities) who have obtained services of similar scope and size within the last five (5) years with contact information for the organizations, including a brief synopsis for each project.
 - Synopsis should include project statement, proposed budget, and timeline compared to actual budget and timeline. Explain key challenges and how you first were able to overcome them, including key points that make the three (3) projects be considered "successful."
 - The Contractor shall describe, where applicable, their experience including experience undertaking curb-side collection of Waste and Separate Organics Collection as specified in the RFP document.

b) Innovation and Sustainability (10 points)

- Contractor shall include innovative approaches to waste reduction and source-separated organics and the benefits to the City;
- Commitment to sustainable practices and environmental responsibility;
- Integration of technology for improved efficiency and environmental impact;
- Any additional environmental considerations:
 - Green fleet initiatives;
 - Alternative fuels;
 - Methods of increasing diversion of recyclable materials;
 - Other considerations.

It is expected that the Contractor shall provide an estimate of the carbon footprint to deliver the service. This will not be scored.

c) Winter Operations (10 points)

The Contractor shall describe the vehicle, equipment and materials they will use to ensure roads are collected despite being snow-covered. The Contractor must outline how their equipment is outfitted to deal with challenging areas of the City, including steep slopes, narrow roadways, limited turn-arounds, and icy conditions.

Proponents shall consider travel time to the facilities and plans for collection delays if facilities are not located within the service area.

Proposal #2 and/or Proposal #3 - Proponents are required to provide a Proposal to each of the sections below for either Manual Collection Waste Service Level #1 or Automated Collection Waste Service Level #2. If the Proponent is submitting a Proposal for both Service Levels, both Proposal #2 and Proposal #3 will be required.

d) Communication Plan (15 points)

Internal Communication

The Contractor shall include their internal and public-facing methods of communication with the City throughout the contract term, including:

- Operational matters;
- Contingency plan for business interruptions (including and not limited to: weather conditions, equipment issues or failure);
- Routing changes; and
- Other services changes and/or alternations

Customer Service

The Contractor shall provide a 1-800 or local number for customer concerns and inquiries, the hours of operation shall be 8:00 am – 5:00pm Monday – Friday inclusive, except Observed Holidays.

- Describe the procedures to receive and respond to complaints;
- Describe the tracking and recording procedures of said complaints and how they will be communicated to the City;
- After-hours procedures.

e) Facilities/Equipment Requirements – Facilities, Vehicles and Equipment (20 points)

Facilities

The Contractor shall list the locations of each of the following facilities that are applicable to the Contractor's submission:

- Office(s);

- Yard for storage of fleet;
- Vehicle maintenance facility;
- Waste Management Facility; and
- Other facilities related to the RFP deliverables

Vehicles & Equipment

The Contractor shall provide the following information on their processing equipment and/or collection vehicles (data sheet for each type of vehicle proposed to be supplied, new or used, as of time of award of the contract). The Contractor shall ensure that all Primary Collection Vehicles (designated to provide Curbside Collection services for Garbage and/or source-separated Organics are “new” and in-service, no later than six (6) months from the Commencement Date of the Contract. The Deadline for implementing this requirement may be extended by the City, at the City’s discretion, and if extended, will be communicated to the Contractor in writing. For the purpose of the Contract, “new” shall mean Collection Vehicles that are a model year of 2023 or newer

- number and type of vehicles required to carry out the work, as described in the RFP;
- age of all vehicles and equipment proposed to carry out each of the services identified in the RFP;
- type of vehicles and equipment that would be used to carry out the work;
- cargo capacity of vehicles;
- proposed number of spare vehicles;
- indication of the primary fleet that will be dedicated to the contract;
- AVL/GPS details if vehicles are equipped with this functionality;
- fleet maintenance plan; and
- any other facilities/equipment necessary to carry out the proposed work.

f) Implementation and Operation (25 points)

Implementation (10 points)

- Provide an outline of the proposed equipment and staffing scheduling, training schedule; and
- Provide a schedule (tasks, time) from award to implementation of the services under the Contract.

Operation Plan (15 points)

- Provide a proposed Operation Plan describing how your company will provide each of the service(s) outlined in the RFP pricing schedule;
 - Capabilities for collection and disposal of materials;
 - Plan to accommodate changes in population and number of households requiring collection;
 - Reporting and tracking systems for monitoring waste collection and disposal activities.

It is expected that Contractor will have strong project management processes ensuring assigned projects are completed “on time, within budget, and within scope.”

g) Appendices

The Contractor may include any additional information regarding their firm and/or services, brochures and case histories that could prove beneficial to the evaluation team in accessing their submission. This must be directly relevant to information referenced in the response submission.

G. PRICE EVALUATION METHOD

Pricing is worth 30 points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the pricing form. For the purpose of this bid, Optional Pricing will not be considered in the Price Evaluation Method. Each Proponent will receive a percentage of the total possible points allocated to price, which will be calculated in accordance with the following formula:

$$\text{lowest price} \div \text{proponent's price} \times \text{weighting} = \text{proponent's pricing points}$$

Instructions on How to Provide Pricing

- (a) Proponents should submit their pricing information electronically within the bidding system.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST.
- (c) Unless otherwise indicated in the requested pricing information, rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.
- (d) If the line item and/or table is " OPTIONAL" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value unless you are prepared to provide the line item at zero dollars to the City.
- (e) Bidders shall note the City is considering various options for the collection of waste and/or source-separated organics in order to obtain the greatest value. Award shall be based on the lowest price submitted for the option selected as determined by the Decision of Council.

Required Pricing Information

- (a) Proponents are to provide prices in accordance with the required area on the Bidding site. For the purpose of this bid, Optional Pricing will not be considered in the Price Evaluation Method.

- (b) Bidders shall provide pricing for MANUAL COLLECTION WASTE SERVICE LEVEL #1 and/or AUTOMATED COLLECTION WASTE SERVICE LEVEL #2 along with Waste Disposal and Processing Tipping Fees.
- (c) Should the Proponent bid on AUTOMATED COLLECTION WASTE SERVICE LEVEL #2, pricing shall be submitted for the relevant options of Supply and Initial Distribution of Garbage Carts
- (d) Optional Pricing, as identified in the bidding system includes:
 - a. Source-separated Organics Collection
 - b. Source-separated Organics Disposal and Processing Tipping Fees
 - c. Pricing for Initial Supply and Distribution of Organics Carts and Kitchen Catchers
- (e) **There shall be no mention of Fees or Expenses included with the Technical Proposal. Technical Proposal submissions which contain fees or expenses will be rendered informal and will be disqualified.**
- (f) The proposal shall be an upset cost estimate, which will not be exceeded without prior written approval by the City, including all fees, sub-contractor fees and disbursements (total cost to be provided by Proponent). The Proponent shall be responsible for all project costs.

APPENDIX C – SUBMISSION FORM

Proponents should refer to the instructions attached to the solicitation for the Appendix C – Submission Form requirements and provide all required information in accordance with the instructions provided in the bidding system.

RFP-24-007 - Waste Collection and Disposal Services

Opening Date: March 14, 2024 4:26 PM

Closing Date: April 22, 2024 1:00 PM

Schedule of Prices

Waste Disposal and Processing Tipping Fees - Annual

Instructions on How to Provide Pricing

- Proponents should submit their pricing information electronically within the bidding system.
- Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST.
- Unless otherwise indicated in the requested pricing information, rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.
- If the line item and/or table is " OPTIONAL " and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value unless you are prepared to provide the line item at zero dollars to the City
- Bidders shall note the City is considering various options for the collection of waste and/or separated organics in order to obtain the greatest value. Award shall be based on the lowest price submitted for the option selected as determined by the decision of Council

The Proponent shall provide an annual cost for Waste Disposal and Processing Tipping Fees. For the purpose of the bid 2023 tonnage is used as an estimation. This pricing shall be the cost for either Manual Collection Waste Service Level #1 or Automated Collection Waste Service Level #2.

Waste Stream	Estimated Tonnage	Price Per Tonne *	Estimated Annual Subtotal
Garbage Disposal	2115		
Subtotal:			

MANUAL COLLECTION WASTE SERVICE LEVEL #1 - WEEKLY Curbside Garbage Collection Downtown Core and BI-WEEKLY Curbside Garbage Collection for East and West Side - Annual

The Proponent shall provide an annual cost for MANUAL COLLECTION WASTE SERVICE LEVEL #1 and/or AUTOMATED COLLECTION WASTE SERVICE LEVEL #2

☐ We will not be submitting for MANUAL COLLECTION WASTE SERVICE LEVEL #1 - WEEKLY Curbside Garbage Collection Downtown Core and BI-WEEKLY Curbside Garbage Collection for East and West Side - Annual

Description	Quantity	Unit of Measure	Bid Price	Estimated Annual Subtotal
WEEKLY curbside garbage collection Downtown Core	1	LUMP SUM		
BI-WEEKLY Curbside Garbage Collection for East and West Side	1	LUMP SUM		
Subtotal:				

OPTIONAL MANUAL COLLECTION WASTE SERVICE LEVEL #1 - WEEKLY Curbside Garbage Collection Downtown Core and WEEKLY Curbside Garbage Collection for East and West Side - Annual

Proponents may submit pricing and implementation plan, where applicable, for any of the following collection alternatives or program enhancements. The City reserves the right to determine which, if any, alternatives submitted will be awarded under this RFP.

☐ We will not be submitting for OPTIONAL MANUAL COLLECTION WASTE SERVICE LEVEL #1 - WEEKLY Curbside Garbage Collection Downtown Core and WEEKLY Curbside Garbage Collection for East and West Side - Annual

Description	Quantity	Unit of Measure	Bid Price	Estimated Annual Subtotal
OPTIONAL - Cost to increase from BI-WEEKLY to WEEKLY Curbside Garbage Collection for East and West Side	1	LUMP SUM		

AUTOMATED COLLECTION WASTE SERVICE LEVEL #2 - WEEKLY Curbside Garbage Collection Downtown Core and BI-WEEKLY Curbside Garbage Collection for East and West Side - Annual

The Proponent shall provide an annual cost for MANUAL COLLECTION WASTE SERVICE LEVEL #1 and/or AUTOMATED COLLECTION WASTE SERVICE LEVEL #2.

Note - The expectation is that On-going Distribution, Storage and Maintenance Services of Carts are to be included in this cost.

☐ We will not be submitting for AUTOMATED COLLECTION WASTE SERVICE LEVEL #2 - WEEKLY Curbside Garbage Collection Downtown Core and BI-WEEKLY Curbside Garbage Collection for East and West Side - Annual

Description	Quantity	Unit of Measure	Bid Price	Estimated Annual Subtotal
WEEKLY Curbside Garbage Collection Downtown Core	1	LUMP SUM		
BI-WEEKLY Curbside Garbage Collection for East and West Side	1	LUMP SUM		
Subtotal:				

OPTIONAL AUTOMATED COLLECTION WASTE SERVICE LEVEL #2 - WEEKLY Curbside Garbage Collection Downtown Core and WEEKLY Curbside Garbage Collection for East and West Side - Annual

Proponents may submit pricing and implementation plan, where applicable, for any of the following collection alternatives or program enhancements. The City reserves the right to determine which, if any, alternatives submitted will be awarded under this RFP.

Note - The expectation is that On-going Distribution, Storage and Maintenance Services of Carts are to be included in this cost.

☐ We will not be submitting for OPTIONAL AUTOMATED COLLECTION WASTE SERVICE LEVEL #2 - WEEKLY Curbside Garbage Collection Downtown Core and WEEKLY Curbside Garbage Collection for East and West Side - Annual

Description	Quantity	Unit of Measure	Bid Price	Estimated Annual Subtotal
OPTIONAL - Cost to increase to from BI-WEEKLY to WEEKLY Curbside Garbage Collection for East and West Side	1	LUMP SUM		

AUTOMATED COLLECTION WASTE SERVICE LEVEL #2 - Pricing for Initial Supply and Distribution of Garbage Carts

As detailed in Section A.3.4 – Alternative Collection Options of the Information for Bidders document, should the Proponent bid on AUTOMATED COLLECTION WASTE SERVICE LEVEL #2 , pricing shall be submitted for the relevant sections of Supply and Distribution of Garbage Carts.

The size of garbage carts will be dependent on the level of service determined by the decision of Council. Should Weekly Service be selected, the Garbage Cart size shall be 120L or 32 Gallons. Should Bi-Weekly Service be selected, the Garbage Cart size shall be 240 L or 64 Gallons.

☐ We will not be submitting for AUTOMATED COLLECTION WASTE SERVICE LEVEL #2 - Pricing for Initial Supply and Distribution of Garbage Carts

Item	Size	Estimated Quantity	Unit Price *	Subtotal
Supply and Distribution of Garbage Carts	120 L or 32 Gallons	9100		
Supply and Distribution of Garbage Carts	240 L or 64 Gallons	9100		
Subtotal:				

OPTIONAL - Separated Organics Disposal and Processing Tipping Fees

Proponents may submit pricing, where applicable, for any of the following collection alternatives or program enhancements. The City reserves the right to determine which, if any, alternatives submitted will be awarded under this RFP.

The Proponent shall provide an annual cost for Separated Organics Disposal and Processing Tipping Fees should the Proponent have provided pricing for any of the OPTIONAL - Separated Organics Collection options. For the purpose of the bid an estimated tonnage is 400 tonnes. This amount is expected to increase over the duration of the Contract.

☐ We will not be submitting for OPTIONAL - Separated Organics Disposal and Processing Tipping Fees

Waste Stream	Estimated Tonnage	Price Per Tonne	Estimated Annual Subtotal
Separated Organics Disposal	400		
Subtotal:			

OPTIONAL - MANUAL COLLECTION SERVICE LEVEL #1 - Separated Organics Collection - Annual

☐ We will not be submitting for OPTIONAL - MANUAL COLLECTION SERVICE LEVEL #1 - Separated Organics Collection - Annual

Description	Quantity	Unit of Measure	Bid Price
WEEKLY Separated Organics Collection - MANUAL	1	LUMP SUM	
BI-WEEKLY Separated Organics Collection - MANUAL	1	LUMP SUM	
WEEKLY Separated Organics Collection - May 1 to October 31 BI-WEEKLY November 1 - April 30 - MANUAL	1	LUMP SUM	

OPTIONAL - MANUAL COLLECTION WASTE SERVICE LEVEL #1 - Pricing for Initial Supply and Distribution of Organic Carts and Kitchen Catchers

As detailed in Section A.3.4 – Alternative Collection Options of the Information for Bidders document, should the Proponent bid on any Separated Organics Collection Alternatives , pricing shall be submitted for the relevant sections of Supply and Distribution of Organics Carts and Kitchen Catchers.

The expectation is that On-going Distribution, Storage and Maintenance Services of Carts are to be included in this cost.

The size of Organics carts will be dependent on the level of service determined by the decision of Council. The bidder shall provide the proposed size in litres. Please note the maximum size of organic carts shall not exceed 120 litres.

☐ We will not be submitting for OPTIONAL - MANUAL COLLECTION WASTE SERVICE LEVEL #1 - Pricing for Initial Supply and Distribution of Organic Carts and Kitchen Catchers

Item	Size (Litres) *	Estimated Quantity	Unit Price *	Subtotal
Supply and Distribution of Organics Cart with Pest Prevention Tool		7800		
Supply and Distribution of Kitchen Catchers		7800		
Subtotal:				

OPTIONAL - AUTOMATED COLLECTION SERVICE LEVEL #2 - Separated Organics Collection - Annual

Proponents may submit pricing and implementation plan, where applicable, for any of the following collection alternatives or program enhancements. The City reserves the right to determine which, if any, alternatives submitted will be awarded under this RFP.

☐ We will not be submitting for OPTIONAL - AUTOMATED COLLECTION SERVICE LEVEL #2 - Separated Organics Collection - Annual

Description	Quantity	Unit of Measure	Bid Price *
WEEKLY Separated Organics Collection - AUTOMATED	1	LUMP SUM	
BI-WEEKLY Separated Organics Collection - AUTOMATED	1	LUMP SUM	
WEEKLY Separated Organics Collection - May 1 to October 31 BI-WEEKLY November 1 - April 30 - AUTOMATED	1	LUMP SUM	

OPTIONAL - AUTOMATED COLLECTION WASTE SERVICE LEVEL #2 - Pricing for Initial Supply and Distribution of Organic Carts and Kitchen Catchers

As detailed in Section A.3.4 – Alternative Collection Options of the Information for Bidders document, should the Proponent bid on on any Separated Organics Collection Alternatives , pricing shall be submitted for the relevant sections of Supply and Distribution of Organics Carts and Kitchen Catchers.

The expectation is that On-going Distribution, Storage and Maintenance Services of Carts are to be included in this cost.

The size of Organics carts will be dependent on the level of service determined by the decision of Council. The bidder shall provide the proposed size in litres. Please note the maximum size of organic carts shall not exceed 120 litres.

☐ We will not be submitting for OPTIONAL - AUTOMATED COLLECTION WASTE SERVICE LEVEL #2 - Pricing for Initial Supply and Distribution of Organic Carts and Kitchen Catchers

Item	Size (Litres) *	Estimated Quantity	Unit Price *	Subtotal
Supply and Distribution of Organics Cart with Pest Prevention Tool		7800		
Supply and Distribution of Kitchen Catchers		7800		
Subtotal:				

Early Termination Fees

The City may terminate the contract upon one (1) year written notice to the Operator if the City does not allocate the funds needed for service or if operational changes result in the services no longer being required. This termination clause additionally applies in the event that the County of Grey assumes the delivery of municipal waste collection. Such termination will be without penalty, damages, or liability except for any outstanding payment.

Contract Year	Percentage (%) Cost of Contract *	Description of Cost Incurred
Contract Year 1		
Contract Year 2		
Contract Year 3		
Contract Year 4		
Contract Year 5		
Contract Year 6		
Contract Year 7		

List of Subcontractors

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

Description of Work	Subcontractor Name	Subcontractor Address	Subcontractor Phone Number

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner.

If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

Instructions on How to Submit Proposals

Proposal #1 - Mandatory, shall include Background, Relevant Experience and References, Innovation and Sustainability. Winter Operations

Proposal #2 and/or Proposal #3 - Proponents are required to provide a Proposal to each of the sections below for either Manual Collection Waste Service Level #1 or Automated Collection Waste Service Level #2. If the Proponent is submitting a Proposal for both Service Levels, both Proposal #2 and Proposal #3 will be required

Alternate Proposals

An Alternate Technical Proposal may be uploaded for either Manual Collection Waste Service Level #1 and/or Automated Collection Waste Service Level #2.

The alternate technical proposal shall include the following non-price-rated criteria categories and shall not include pricing:

- d) Communication Plan
- e) Facilities and Equipment
- f) Implementation and Operation

One Financial Proposal may be uploaded and shall include the following information:

- Price Deviations from MANUAL COLLECTION WASTE SERVICE LEVEL #1 and/or AUTOMATED COLLECTION WASTE SERVICE LEVEL #2 along with Waste Disposal and Processing Tipping Fees.
- Should the Proponent bid on AUTOMATED COLLECTION WASTE SERVICE LEVEL #2, price deviations shall be submitted for the relevant options of Supply and Initial Distribution of Garbage Carts.
- Should the Proponent bid on optional pricing – Source-separated Organics Collection, price deviations shall be submitted.

The evaluation process, as identified in Section F, will apply to the alternate technical proposals. Price deviations shall be applied to the Price Evaluation Method as identified in Section G.

- Proposal #1 - Background, Relevant Experience and References, Innovation and Sustainability. Winter Operations * (mandatory)
- Proposal #2 - Manual Collection Waste Service Level #1 (optional)
- Proposal #3 - Automated Collection Waste Service Level #2 (optional)
- Alternate Proposal - Manual Collection Waste Service Level #1 (optional)
- Alternate Proposal - Automated Collection Waste Service Level #2 (optional)
- Alternate Financial Proposal (optional)

Addenda, Terms and Conditions

1. Acknowledgment of Non-Binding Procurement Process

The respondent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the City and the respondent unless and until the City and the respondent execute a written agreement for the Deliverables.

2. Ability to Provide Deliverables

The respondent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The respondent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in its quotation.

3. Non-Binding Pricing

The respondent has submitted its pricing in accordance with the instructions in the RFP. The respondent confirms that the pricing information provided is accurate. The respondent acknowledges that any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

4. Addenda

The respondent is deemed to have read and taken into account all addenda issued by the City prior to the Deadline for Issuing Addenda.

5. Communication with Competitors

For the purposes of this RFP, the word "competitor" includes any individual or organization, other than the respondent, whether or not related to or affiliated with the respondent, who could potentially submit a response to this RFQ.

Unless specifically disclosed below under Disclosure of Communications with Competitors, the respondent declares that:

1. it has prepared its quotation independently from, and without consultation, communication, agreement, or arrangement with any competitor, including, but not limited to, consultation, communication, agreement, or arrangement regarding:
2. prices;
3. methods, factors, or formulas used to calculate prices;
4. the quality, quantity, specifications, or delivery particulars of the Deliverables;
5. the intention or decision to submit, or not to submit, a quotation; or

the submission of a quotation which does not meet the mandatory technical requirements or specifications of the RFP; and

b.it has not disclosed details of its quotation to any competitor and it will not disclose details of its quotation to any competitor prior to the notification of the outcome of the procurement process.

6. No Prohibited Conduct

The respondent declares that it has not engaged in any conduct prohibited by this RFP.

7.Conflict of Interest


The respondent must declare all potential Conflicts of Interest, as defined in Section 3.4.1 of the RFP. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the quotation; **AND** (b) were employees of the City within twelve (12) months prior to the Submission Deadline.

If the respondent selects no, the respondent will be deemed to declare that (a) there was no Conflict of Interest in preparing its quotation; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

☐

I/WE agree to be bound by the terms and conditions and have authority to submit this bid on behalf of the Company.

Do you have a potential or actual conflict of interest? ☐ Yes ☒ No

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
RFP-24-007 Addendum 1 Thu April 4 2024 12:21 PM		3



RFP-24-007

Waste Collection and Disposal

Attachment 1 – General Collection Requirements and Conditions

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1 START AND END TIMES

Pick up in the downtown core (see Attachment 3 - 2024 Waste Management Collection Schedule) - "Downtown Core" begins at 7:00 am in order to avoid working around vehicles parked on downtown streets during the day.

Pick up in other parts of the City is to begin at 8:00 am.

Pick up is not permitted to begin prior to 7:00 am in the Downtown Core or 8:00 am in the portion of the City located outside the Downtown Core.

Collection end time shall be 5:00 pm daily.

2 OBSERVED HOLIDAYS

Other than specified in the Contract herein, no collections shall be made on the following days:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- August Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Day

Any exceptions are subject to prior written approval by the Contract Administrator.

Any collection missed due to an observed holiday that must be made up on the Monday closest to the observed holiday as directed by the City.

3 MISSED GARBAGE COLLECTION DAYS

Each waste collection day missed for any reason other than, fire, civil unrest or Act of God or with the approval of the Environmental Services Supervisor or their designate will have to be made up by the proponent on the next regular working day (Tuesday to Friday) and will result in a reduction in the monthly payment equal to 1/20th of the monthly fee paid by the City.

Any additional cost to the proponent for conducting the make-up collection for a missed collection day will be solely the proponent's responsibility.

4 PUBLIC COMPLAINTS

The Operator will be the main point of contact for customer concerns and inquiries. The Operator must indicate in their proposal how they will establish a customer service contact system and how they will resolve public complaints concerning missed collection for waste that meets City By-Law requirements. The Operator shall provide a 1-800 or local number for customer concerns and inquiries, the hours of operation shall be 8:00 am – 5:00pm Monday – Friday inclusive, except Observed Holidays.

If it is determined that garbage was legitimately set out but was missed by the Operator, then it will be up to the Operator to go back later the same day to pick up the missed building or street. If the missed pickup is not discovered until the end of the day, the Operator must complete the pickup on the next scheduled weekday.

5 WASTE COLLECTION REGULATIONS AND PROHIBITIONS

5.1 Recyclables

Residents are prohibited by City By-Law from placing garbage bags or containers at the curb that contain more than 5% recyclables. In practice considerably more than 5% recyclables would have to be present for collection staff to leave the bag or container behind. Bags or containers with significant volumes of recyclable materials are to be tagged with a “Garbage Not Picked Up” sticker with the “Contains Prohibited Materials” box checked and the bag or container left behind.

5.2 Hazardous Materials

Residents are prohibited by City By-Law from placing garbage bags or containers at the curb that contain hazardous materials. Prohibited hazardous wastes are listed in By-law 2005-151. Bags or containers seen to be containing any volume of listed wastes are to be left behind at the curb and tagged with a “Garbage Not Picked Up” sticker with the “Contains Prohibited Materials” box checked and the bag or container left behind.

5.3 Recyclable Electronics

Residents are prohibited by City By-Law from placing garbage bags or containers at the curb that contain recyclable electronics. Recyclable Electronics are listed in By-law 2005-151. Bags or containers seen to be containing any volume of listed wastes are to be tagged with a “Garbage Not Picked Up” sticker with the “Contains Prohibited Materials” box checked and the bag or container left behind.

5.4 Leaf and Yard Waste

Residents are prohibited by City By-Law 2005-151 from placing garbage bags or containers at the curb that contain leaf and yard waste. Bags or containers with significant volumes of leaf and yard waste are to be tagged with a "Garbage Not Picked Up" sticker with the "Contains Prohibited Materials" box checked and the bag or container left behind.

6 WEIGH SCALE:

The Contractor must have daily access to a weigh scale to weigh the amount of waste material being collected. Weigh scale data must accompany monthly invoices. The scale must be Certified yearly by Industry Canada and a copy of the Device Inspection Certificate submitted yearly to the City.

7 COLLECTION VEHICLES:

The City will require that the Contractor supply all collection vehicles for the duration of the Contract. The contractor is responsible for all maintenance, fuel and repair costs for the vehicles, including licensing, insurance, washing and storage. The Contractor is expected to maintain the vehicle in accordance with all Federal and Provincial Regulations and Standards.

The Contractor is expected to have replacement vehicles available to deploy in the event that their primary vehicles are unavailable.

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

The Contractor is responsible for any approvals as may be required when transporting the specified materials, load size and weights.

8 ADVERTISING & INFORMATION ON VEHICLES:

No advertising (other than any advertising required/approved by the City) shall be carried on the collection vehicles except the name of the Contractor may be affixed upon all collection vehicles.

The City may request messaging on the trucks including but not limited to that which might be program specific or environmental in nature. Any advertising, messaging and necessary fixtures, cost of installation will be at the City's sole expense.

The Contractor shall stencil the Waste Management System Environmental Compliance Approval (Certificate of Approval) number issued by MECP on all collection vehicles as required by applicable laws.

9 AREAS ADDRESSED BY PRIVATE & OTHER ACCOUNTS:

The Contractor shall ensure that no collection vehicle collects or disposes of any waste of any type from a source other than the City's collection areas during the specified collection days under this Contract.

Under NO circumstances shall vehicles used in carrying out the Work of this Contract engage in collection from private accounts on specified collection days. If a vehicle used in carrying out the Contract is found collecting private accounts or making other collections that are not included or permitted under the Contract, the City shall be entitled to liquidated damages as set out in Table 1 Liquidated Damages.

10 NEW COLLECTION AREAS:

The Contractor will assume responsibility for collection services as soon as any new eligible residential unit, is ready for service, and as directed by the City.

11 SPILLS:

The Contractor is required to clean up spillage and loose material resulting from the work, any animal problems, broken containers, or for any other reason to the satisfaction of the City.

The Contractor, during the progress of the Work, will, at all times, keep the site and work in a tidy condition. It will not leave or deposit any material on any portion of the street, boulevard, or other private or public property.

In all cases, the Contractor shall adhere to the (Ontario) Environmental Protection Act (s.92 and s.15) Reporting Spills and Discharges regulations and Ontario Regulation 675/98 Classification and Exemption of Spills and Reporting in the performance of this Contract.

The Contractor must report Any and all hydraulic or oil spills to the City immediately. As soon as a spill starts, it must be contained in a proper manner, including the use of a spill kit as required, and the vehicle will cease operations immediately until the Contractor's supervisor arrives on site.

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

The Contractor will notify the City as soon as it has completed the steps outlined above in order that the City can inspect the site to ascertain whether any further action is required.

If necessary, at the City's discretion, a power wash and/or resurfacing process will be undertaken at the Contractor's expense.

12 CONTRACTOR'S COLLECTION STAFF:

The Contractor agrees to provide a uniform to their collection staff for the duration of this Contract.

The Contractor shall provide full training to their staff to ensure that they are familiar with the Contractor's and City's Waste Collection Program requirements, complaint procedures, Occupational Health and Safety legislation and policy, WHMIS, accident and spills response, MECP regulations, AODA and all traffic laws.

The Contractor's staff shall be required to be respectful, courteous and shall conduct all their duties under the Contract in such a manner as to promote positive public relations and customer service as representatives of both the Contractor and the City.

Neither the Contractor nor any of its agents or employees shall solicit nor accept any gratuity for Work done in the performance of this Contract.

13 SUPERVISION OF OPERATION BY CONTRACTOR:

The Contractor shall have on duty a qualified person in the position of Supervisor available to collect missed waste materials which has not been picked up by the Contractor and which, in the opinion of the City Representative, are the responsibility of the Contractor.

The Supervisor shall be available on all days when collection is occurring, and during regular collection hours.

The Supervisor shall be responsible for the direct supervision of collection vehicle operators, the successful completion of all daily collection routes, and ensuring that the terms of the Contract are adhered to.

The Contractor shall provide the City with the name of the Supervisor contact and a telephone number where this person may be reached during regular business hours and in emergency situations which may occur outside of regular business hours. The City will also provide the reciprocal information.

The Operator shall provide a 1-800 or local number for customer concerns and inquiries, the hours of operation shall be 8:00 am – 5:00pm Monday – Friday inclusive, except Observed Holidays.

14 REPORTING:

The Contractor is to maintain a comprehensive record-keeping program and submit reports to the Environmental Services Supervisor or their designate concerning program operations. The reporting shall, at a minimum, include the following:

- A summary report of all weigh bills generated as a result of work performed under this Contract shall be retained by the Contractor and submitted to the City by the 5th day of the following month, unless otherwise requested. The Contractor shall provide the City an original copy of individual weigh bills.
- The Contractor shall provide the City with a written record and description of actions taken with respect to complaints received on a monthly basis or as the City deems necessary. All and any complaints received by the City will be redirected to the Contractor for the required corrective action.
- The Contractor must maintain accurate records pertaining to the number of loads and the weight of Waste Collected and submit such information monthly. The Contractor shall also provide a weekly log of uncollected Waste Materials which were set out as unacceptable for collection.

- The Contractor will maintain records of complaints, incidents (i.e. property damage or injuries), and collection statistics and will supply the City with such records as required as part of the performance of the Contract and as requested.
- The Contractor is required to report any incidents, accidents, spills, vehicle collisions, or other such occurrences to the City Representative immediately.
- All incidents involving residents or property damage will be reported to the City immediately. Copies of all claims and reported damages must be submitted to the City in written form for each occurrence. All such reports will be signed by the Contractor.
- The City may at any time request the Contractor to produce for inspection records/reports relating to the provision of Service. The City may photocopy such records/reports as it deems appropriate.

15 **CONDITIONS AFFECTING ROUTINE PERFORMANCE:**

i. Vehicles:

The Contractor shall not be released from the requirements of the Contract due to vehicle breakdown, accidents or shortage.

ii. Weather Conditions

The Contractor shall make reasonable efforts to continue work in all weather conditions, however if the Contractor cannot collect Waste Materials on any day because of weather conditions and/or closed roads, the Contractor shall notify the City Representative immediately so that this information may be passed along to the public, and materials shall then be collected at the earliest opportunity by the Contractor, on a date mutually agreed upon between the City and the Contractor.

iii. Road Construction

The Contractor shall make reasonable efforts to traverse roads under construction to provide collection service, but if the Contractor deems the road impassable, alternative methods for collection will be negotiated by the Contractor and the City Representative.

When possible, the City will notify the Contractor if construction will be taking place on any City road that may cause disruption to the performance of the work. If a full road closure is required, the City and the Contractor will cooperatively make arrangements for implementing alternative collection methods for the residents of

those roads under construction.

Should the Contractor deem that any road or road allowance is impassable, the Contractor shall notify the City Representative immediately so that the public may be informed by the City and alternatives devised jointly by the City and the Contractor.

As a general rule, when construction contractors undertake work that closes a City street for several days or more, the City requires the construction contractor to deliver the affected Waste containers to one end of the road closure for collection by the Waste Collection Contractor.

16 STRIKES AND LOCKOUTS:

In the event of a labour disruption (strike or lockout) of the Contractor's forces, the Contractor is responsible for undertaking the Work to whatever reasonable degree possible and, if necessary, in co-operation with the City. The City may request the Contractor's strike contingency plan.

17 WASTE DISPOSAL:

The Proponent will dispose of the waste collected under this contract at a landfill or other final disposal destination with a valid ECA from the Ministry of the Environment, Conservation and Parks or similar certificate from the governing body for the host jurisdiction. If the disposal option is outside the Province of Ontario, the Proponent will provide details and supporting documentation on where the waste will be taken in the event that the out-of-province disposal option should become unavailable. Copies of the disposal option ECA (or equivalent) and alternative site ECA (or equivalent) and disposal agreement must be attached to the proponent's submission.

i. Waste Collection Cost:

The Proponent will provide an annual cost for waste collection services for Year One of the contract from June 1, 2025 to May 31, 2026.

ii. DISPOSAL COST:

The Proponent will provide a price for disposal of the waste collected under this contract for the first year of the contract. Tonnage costs for

subsequent years of the contract will be subject to the annual cost adjustments describe below.

iii. ANNUAL COST ADJUSTMENT:

Effective the 1st day of June 2026, and for each subsequent year of the Contract, the Contract Cost shall be adjusted up or down as follows:

Collection and Disposal Cost:

10% by CANSIM Table 329-0076 , Diesel Fuel (26121) for Ontario, January 2026 over January 2025.

90% by CPI, Ontario excluding gasoline, January 2026 over January 2025.

Example Diesel Fuel Escalation Calculation:

$$2025 \text{ Collection Rate} \times 0.1 \times \frac{\text{CANSIM 329-0076 Diesel Jan 2027}}{\text{CANSIM 329-0076 Diesel Jan 2026}}$$

Example CPI Escalation Calculation:

$$2025 \text{ Collection Rate} \times 0.9 \times \frac{\text{CPI (no gasoline) Jan 2027}}{\text{CPI (no gasoline) Jan 2026}}$$

18 LIQUIDATED DAMAGES:

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

Table 1 - Applicable Liquidated Damages

Infraction	Amount	Unit
Late Collection after time specified	\$500	Per incident
Failure to return for missed collection as directed	\$500	Per incident

Infraction	Amount	Unit
Improperly replaced containers	\$500	Per incident
Discourtesy or inappropriate behaviour	\$1,000	Per incident
Failure to complete days' work (i.e work carried over the following day and/or 15 or more stops missed)	\$500	Per incident
Failure to resolve damage claim to property within a reasonable time	\$1,000	Per incident
Failure to submit reports in the required time/submitting inaccurate reports	\$500	Per incident
Failure to clean up spillage (plus clean up and safe disposal costs) e.g. hydraulic oil	\$5,000	Per incident
Failure to pick up litter in a timely manner	\$200	Per incident
Material scavenging	\$1,000	Per incident
Failure to provide requested reports/documentation within 5 days	\$500	Per incident
Failure to meet Health and Safety Standards	\$500	Per incident
Cross-contamination of Waste Streams or mixing of Waste Streams (applicable only if the City opts to add Separated Organics Collection)	\$500	Per incident
Failure to complete distribute/maintenance of cart within five (5) business days of receiving the request (applicable only if the City opts to select Automated Service)	\$500	Per incident

Infraction	Amount	Unit
Failure to provide clean Carts (applicable only if the City opts to select Automated Service)	\$500	Per incident
Failure to address and resolve customer complaints within the specified time frame outlined in the customer service procedure to receive and respond to complaints	\$50	Per incident

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



RFP-24-007

Waste Collection and Disposal

Attachment 2 - Manual Collection / Automated Collection Requirements

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PART 1 - WASTE COLLECTION REGULATIONS AND PROHIBITIONS – MANUAL COLLECTION

1 Bag Tag Program

This clause will only be in effect should the selected service be manual collection and is not applicable to automated collection.

Each garbage bag or container must have a City of Owen Sound Bag Tag attached to qualify for pick-up. The tags are to be tied around the neck of the garbage bag or affixed to the top item in the garbage container. If no Owen Sound Bag Tag is attached (or a counterfeit or partial tag is attached) the bag or container is to be left behind and tagged with a “Garbage Not Picked Up” sticker with the “No Bag Tag/Improper Tag” box checked and the bag or container left behind by the Operator.

The operator is required to complete a daily “Waste Left Behind” form and submit the forms to the City on a monthly basis.

The Operator must at all times observe City prohibitions for waste collection. These are in place to protect waste collection crews, meet obligations for disposal and to protect the environment. The full list of prohibitions is available in City Waste Management By-Law 2005-151.

2 Bag or Container Size & Weight (Manual collection only)

Garbage bags can be no larger than 89 x 127 cm (35 x 50 inches) and garbage cans no larger than 136 liters (30 Imperial Gallon) capacity. Garbage bags or containers are limited to 18 kg (40 lbs) including the container. Any bag or container exceeding the weight or dimensions is to be tagged with a “Garbage Not Picked Up” sticker with the “Too Heavy – Over 18kg (40 lbs)” box checked and the bag or container left behind.

3 Bag/Cart Limits - Manual Collection

There is a limit of 4 bags per unit (3 per unit in the weekly pick-up Downtown Core area) and each one must have a City Bag Tag. If additional bags or containers can clearly be attributed to a specific residence then they must be left behind and tagged with a “Garbage Not Picked Up” sticker with the “Too Many Items” box checked and the bag or container left behind.

PART 2 - WASTE COLLECTION REGULATIONS AND PROHIBITIONS – AUTOMATED COLLECTION

4 Bag/Cart Limits - Automated Collection

Carts must be able to be shut completely and not overflowing. If cart is not shut completely or overflowing or if additional bags or containers can clearly be attributed to a specific residence, then they must be left behind and tagged with a “Garbage Not Picked Up” sticker with the “Too Many Items” box checked and the bag or container left behind.

5 Supply of Garbage Carts, Organics Carts and Kitchen Catchers

5.1 Overview

As detailed in Section A.3.4 – Alternative Collection Options of the Information for Bidders document, should the Proponent bid on AUTOMATED COLLECTION WASTE SERVICE LEVEL #2 , pricing shall be submitted for the relevant sections of Supply and Distribution of Garbage Carts. The expectation is that On-going Distribution, Storage and Maintenance Services of Carts are to be included in this cost. See Section ‘G’ – Price Evaluation Method for more detail.

If determined by the decision of Council that automated waste collection and/or source-separated organics be included in the contract, the Proponent will the supply Garbage Carts, Organics Carts and Kitchen Catchers, including parts for all Eligible Locations within the City for the term of this Contract. The size of garbage carts will be dependent on the level of service determined by the decision of Council. Should Weekly Service be selected, the Garbage Cart size shall be 120 L or 32 Gallons and the Organics Cart size shall be 57 L or 15 Gallons. Should Bi-Weekly Service be selected, the Garbage Cart size shall be 240 L or 64 Gallons the Organics Cart size shall be 120 L or 32 Gallons, The Garbage Carts, Organics Carts, and Kitchen Catchers, including parts, will be the property of the City of Owen Sound. At the end of the contract term, it will be the responsibility of the Proponent to dispose of all Carts at no additional cost to the City, unless the City opts to retain them. The City requests detailed information about the carts and Kitchen Catcher design, manufacturing process and materials from the Contractor. See the Attachment 3 for more information about the technical requirements requested by the City. The City reserves the right to request a view of actual samples of the proposed Garbage Carts, Organics Cart and Kitchen Catchers recommended for the City’s curbside program. Once approved by the City of Owen Sound, total quantities are to be confirmed through purchase orders as and when required, the Contractor can begin procuring the carts. If exercised, this

demonstration meeting must be completed during the Procurement process.

5.2 Quantities and Inventory

Exact quantities, sizes and extra inventory required for the initial distribution will be determined in consultation with the City. The quantities indicated in Table 1 – Capacity and Estimated Quantities are estimates only, based on the best available information at the time, and are for the sole purpose of indicating to Proponents the general magnitude of the Work. The City does not guarantee any quantities and reserves the right to increase or decrease the number of Carts purchased, without penalty. Total quantities are to be confirmed through purchase orders as and when required. Subsequent year requirements will be necessary for population growth and maintenance of the Cart-based program. The successful Contractor(s) will be responsible for the Ongoing Distribution & Maintenance phase. The City has provided an Ongoing Estimated Quantity based on the anticipated 2% annual growth.

Table 1 – Capacity and Estimated Quantities Supply of Garbage Carts, Organics Carts and Kitchen Catchers

Item	Size	Level of Service	Initial Estimated Quantity	Ongoing Estimated Quantity
Garbage	120 L or 32 Gallons	Weekly	9100	180
Garbage	240 L or 64 Gallons	Bi-Weekly	9100	180
Organics with Pest Prevention Tool	57 L or 15 Gallons	Weekly	7800	150
Organics with Pest Prevention Tool	120 L or 32 Gallons	Bi-Weekly	7800	150

Item	Size	Level of Service	Initial Estimated Quantity	Ongoing Estimated Quantity
Kitchen Catchers	7 L or 2 Gallons	Weekly or Bi-Weekly	7800	150

5.3 Requirements and Specifications

Specifications are outlined in Attachment 3 – Waste Collection Carts and Organics Carts Technical Specifications.

5.4 Required Samples

The Contractor will provide the City with the following number of demonstration Garbage Carts, Organics Carts and Kitchen Catchers by January 17, 2025, at no cost.

- Ten – 120 L (32 gallons) Garbage Cart (if Weekly Service is selected)
- Ten – 240 L (64 gallons) Garbage Cart (if Bi-Weekly Service is selected)
- Ten – 57 L (15 gallons) Organics Cart with Pest Prevention Tool (if Weekly Service is selected)
- Ten – 120 L (32 gallons) Organics Cart with Pest Prevention Tool (if Bi-Weekly Service is selected)
- Ten – 7 L (2 gallons) Kitchen Catchers

These carts will be used for promotional education campaigns, public information displays, and demonstration purposes. The carts must be new, unused, with no damage or imperfections on the body, lid or wheels. Carts and Kitchen Catchers must be blank with no hot stamps or identifiers, unless the finalized artwork is approved by the City. These demonstration Garbage Carts, Organics Carts and Kitchen Catchers must be delivered to the Public Works Building at 1900 20th Street East They must be fully assembled.

5.5 Supply, Initial Distribution, and On-Going Distribution, Storage and Maintenance of Carts

If determined by the decision of Council that automated waste collection and/or separated-sourced organics be included in the contract, the Contractor will be responsible for the initial distribution of Garbage Carts, Organics Carts, Kitcher Catchers for all eligible locations within the City of Owen Sound.

The Contractor will assign Garbage Carts and Organics Carts to households where the carts are delivered using an inventory management system, including and not limited to RFID, serial hot stamp numbers etc., and must correspond to a specific address.

Information Kits will be designed and coordinated by the City, however they will be shipped/delivered to the Contractor's set up location in time for the initial distribution. Contractor will be responsible for assembling the Information Kits. Information Kit may include items such as a brochure, collection schedule calendar, and bag samples. The Kitchen Catcher will be provided only for the initial supply of garbage and organics carts program launch and ongoing supply to new addresses, and replacement Kitchen Catchers will not be required by the Contractor to be exchanged or replaced to Eligible Locations directly. New households following the Initial Distribution will receive a Garbage Cart, Organics Cart, and Kitchen Catcher. The City has the right to change the items distributed to new households during the term of the Contract as required.

5.6 Delivery Deadline

In order to start the contract effective June 1, 2025, carts must be delivered to all eligible locations before May 9, 2025 or upon negotiation. Cart distribution shall occur April 1 to May 9, 2025, Monday to Saturday from 7:00 a.m. to 7:00 p.m. No deliveries can occur outside of these hours, including Sundays or on statutory holidays. Should a need for deliveries be necessary outside of these hours, a formal request to the City must be made in advance.

Each eligible location will receive one (1) Garbage Cart, Organics Cart and Kitchen Catcher at once, along with the Information Kit inside the Kitcher Catcher. During the initial distribution, all eligible locations will receive a Garbage Cart and/or a Organics Cart, unless indicated by the City.

5.7 Information Kits

The Contractor shall assemble and provide an Information Kit to all Organics Carts, so that each Eligible Location receives a Kit. The City will work with the Contractor to determine the best way to affix Kits to the Carts

in such a way as to be easily visible/accessible (e.g. zip tie to handle) to the resident and protected from the weather.

The City shall provide materials for the Kits to the Contractor in the timeline to be identified by the Contractor after Contract award. The Contractor(s) shall assemble and maintain an inventory of Kits and shall notify the City, providing sufficient notice, if the inventory is low such that more Kits can be delivered to the Contractor.

5.8 Unable to Complete Delivery or Errors with Delivery

If the Contractor cannot distribute to a specific Eligible Location, street or area because of encountering construction or any impassable obstruction, the Contractor shall document and report to the Contract Administrator including the issue and impacted area. The Contractor shall return to the area to complete distribution once access becomes available, in all cases prior to May 15, 2025. If the Contractor encounters a complete road closure due to construction or impassable obstruction which prevents access to Eligible Locations, the Contractor shall return to the area to complete distribution once access becomes available., the Contractor shall determine through the distribution list the number of Eligible Locations. The Contractor shall provide the appropriate quantity of Carts, which shall be labelled and grouped together by each Eligible Location and placed to the side of the driveway so that they do not block the driveway and are not on the travelled portion of the road. Information on the Eligible Locations, total number of Carts and location shall be documented and reported to the Contract Administrator. The Contractor shall be expected to correct errors and omissions, to the greatest extent possible, during the distribution window and, in addition, will be given the week of May 12 – 16, 2025 to correct any outstanding errors or omissions and make any last minute deliveries for which Liquidated Damages shall not apply.

The Contractor is solely responsible for distribution of fully assembled Carts, including attaching the lids, securing all wheels, axles and retention bars. Failure to properly assemble a Cart(s) shall result in the Contractor being directed to return to the location to correct the error, at no cost to the City. The Contractor shall not supply Carts and Kits to locations which are clearly unoccupied, for example not substantively constructed, derelict, burnt-out, etc. In these cases, the Contractor's Personnel shall record the specific nature of the exception in the data application.

The Contractor will be responsible to collect Carts distributed incorrectly and re-deliver them to the correct locations at their own cost when an error or omission has been made by the Contractor.

5.9 Initial Distribution Plan

The Contractor shall:

- a) Maintain a secure Set Up Location(s) to execute all receiving, interim storage, preparation, assembly, and distribution operations. The City will not provide additional storage and staging areas.
- b) The Set Up Location(s) must have all required resources, equipment and supplies to complete the Services as well as any amenities required for staffing including but not limited to washrooms and first aid stations
- c) The Contractor will be responsible for any costs associated with relocating warehouse or Set Up Locations
- d) Schedule any delivery appointments as required within the Set Up Location(s) to ensure Goods are received without interruption
- e) Track any shipments that have been ordered by the Contractor on behalf of the City and follow up with the freight forwarder, carrier, and/or customs broker regarding any issues that may arise to ensure the shipment is received
- f) Perform quality assurance checks prior to signing any delivery slip(s). If any Goods seem as though they are damaged or could be damaged, the Contractor must immediately contact the Contract Administrator or delegate to determine if the shipment should be accepted or refused. In either decision, the Contractor must document the incident via a report and photos
- g) Ensure Goods are correct as per the PO as much as possible prior to signing any delivery slip(s) and conduct a thorough check immediately upon receipt to confirm all aspects including, but not limited to, size, colour, quantity, and logos are correct against the PO
- h) Receive all orders at the Set Up Location(s); this includes Carts that the Contractor will assemble and deliver for Garbage Cart Size exchange

After one month of the Contract award, the City and the Contractor will have a kick-off meeting either in person or virtually. This meeting will be held to discuss items including, but not limited to, the implementation plan, distribution lists, schedules, prioritization of distribution, format for the weekly progress reports, and establishment of the communication protocol regarding misses, reporting, etc., to ensure a smooth Initial Distribution phase. At the kick-off meeting, the City and Contractor will determine the regular meeting schedule, including frequency, for the duration of the

Contract. The Contractor will be required to report on the status of the distribution implementation plan at the regular meetings. The Contractor shall attend as many meetings/teleconferences as required for the duration of the Contract at no additional cost to the City. The City will be responsible for setting the agenda, minute taking and minute distribution. Should in person meetings be necessary, they will generally be held at the City of Owen Sound City Hall at 808 2nd Avenue East, Owen Sound.

One month after the kick-off meeting the Contractor will provide a plan for the initial distribution of Garbage Carts, Organics Carts, Kitchen Catchers and Information Kits. The City may provide changes or suggestions to the following plan. The distribution implementation plan shall include, but not be limited to:

- a) Preliminary distribution schedule that meets, or exceeds, the timelines specified
- b) Anticipated distribution rates expressed as the number of Eligible Locations distributed to daily
- c) Anticipated number and type of distribution vehicles, anticipated number of distribution teams and Personnel per team including their respective roles
- d) Number of pickup trucks and on-road supervisors and their roles
- e) Anticipated storage and staging area(s) including the location(s), size and capacity for Carts, loading docks, and other pertinent information
- f) Anticipated quality assurance steps to ensure each Eligible Location receives Carts and Kits in the timelines specified, drivers and other personnel operate safely, efficiently and with a high level of customer service, accurate inventories are maintained, and the accurate collection of data and timely provision of information to the City as specified. Provide information about GPS/AVL if trucks are equipped with this functionality
- g) A proposed contingency plan in case of distribution delay
- h) Provide details on the quality control measures that will be undertaken to ensure that each Eligible Location receives the correct number and types of Carts and Kits
- i) The Contractor shall identify if they will utilize a Sub-contractor and the role that they will play (for example shipping). The Contractor shall include company information specific to the Sub-contractor, as well as the Contractor own experience in managing Sub-contractors, in all responses where Work is being undertaken directly by a Sub-Contractor

- j) Outline the training program staff will receive when completing the Initial Distribution of the Contract.

5.10 Ongoing Distribution, Storage and Maintenance Service of Carts

Overview

The Contractor must fulfill field service requests associated with all Carts. Field service requests may include but are not limited to Cart repairs, replacement of damaged, stolen, or missing Carts, Distribution Material delivery to new households, and/or Cart removal from Single Family Households and eligible multi-residential. All requests must be approved by the City.

Storage for ongoing distribution will be responsibility of the Contractor to locate, secure and maintain.

Distribution/maintenance may take place Monday through Friday 7:00 am to 7:00 pm. No deliveries can occur outside of these hours, including weekends or on statutory holidays. Should a need for deliveries to occur outside of these hours, a formal request to the City must be made in advance.

The Contractor shall be expected to complete distribution/maintenance at an eligible location within five (5) business days of receiving the request. Failure to comply will result in Liquidated Damages. Urgent/priority cart distribution/maintenance requests can be directed by the City.

5.11 New Properties Receiving Services

For new Eligible Locations, the Contractor shall assemble, distribute, as directed, the following on the same day and time:

- a) One (1) Garbage Cart,
- b) One (1) Organics Cart, and
- c) One (1) Kitchen Catcher.

For new Eligible residential units, the Contractor shall provide an Information Kitch to all organic carts, so that each new eligible residential unit receives a kit.

The Contractor shall assemble and maintain an inventory of Kits and shall notify the City, providing sufficient notice, if the inventory is low such that more Kits can be delivered to the Contractor. The Contractor is solely

responsible for assembly and distribution of fully assembled Carts, including attaching the lids, securing all wheels, axles and retention bars. Failure to properly assemble a Cart(s) shall result in the Contractor being directed to return to the location to correct the error, at no cost to the City.

Unless otherwise indicated, the Contractor shall deliver the Carts at end of the driveway of the Eligible Location, to the side, in such a way that they are do not block the driveway or any pedestrian access such as sidewalks, walkways, alleys, doorways, etc. and are not on the travelled portion of the road. All Carts shall be delivered in a clean, undamaged, and upright position with the lid closed and sealed.

The Contractor shall immediately pick up and/or clean up any materials dropped while in the process of assembly or distribution. The Contractor will be responsible to collect Carts distributed incorrectly and re-deliver them to the correct locations at their own cost when an error/omission has been made by the Contractor.

5.12 Repairs vs Replacement and Parts

The Contractor may choose to make repairs to Carts at the Eligible Location, or may replace a broken Cart with another Cart in good condition and of the same size. Replacement Carts must be clean and sanitized before issuing to the Eligible Location. The Contractor will be required to have a cart cleaning high pressure washer tool or equipment to wash and sanitize carts.

Eligible Locations may be limited to a number of Cart exchanges. The City will inform the Contractor on the limit, and it may change during the term of the Contract.

New Eligible Locations must receive brand new, unused carts where possible. For repairs, replacements and exchanges at Existing Locations clean reused carts are acceptable. Failure to provide clean Carts may result in Liquidated Damages.

All broken Carts which have been replaced shall be repaired if possible, thoroughly cleaned / sanitized, and returned to inventory by the Contractor. Carts which are broken beyond repair shall have any useable components removed and be prepared for decommissioning. The remaining irreparable components shall be appropriately stored by the Contractor for future decommissioning. The City may conduct Audits to review Carts deemed irreparable to ensure Carts are being utilized to its full potential to reduce waste and misuse.

For Carts that are no longer in service, the Contractor will be responsible for the decommissioning of the Carts and components. Recycling of the decommissioned Garbage Carts, Organics Carts and Kitchen Catchers is

required. The City will ask for proof of recycling, including information related to number of carts, packaging slips, tonnage reports, warranty coverage, etc. Failure to comply may result in Liquidated Damages



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Waste Collection and Disposal

Attachment 3 – Waste Collection Carts and Organics Carts Technical Specifications

General

1. Carts shall be designed to prevent trapping or jamming of materials when the cart is dumped.
2. Carts shall be fully weatherproofed and stabilized for full-time outdoor use and storage, suitable for the City of Owen Sound's variable climate and temperature.
3. Carts shall be warranted for a minimum of ten years after delivery and acceptance by the City of Owen Sound. This warranty will cover all costs including freight, taxes, and all other associated costs to deliver the replacement parts to the City of Owen Sound, as well as such fees required to send defective parts back to the Contractor.

Warranty coverage shall include the following at a minimum:

- Failure of the lid to prevent rain from entering the cart when in the close position;
- Damage to the cart body, lid, or any component parts through opening and closing the lid;
- Fading and / or change in color of cart or lid in any way;
- Failure of any part of the cart body, lid, or any component parts through normal operating conditions;
- Failure of the body and lid to retain their original shape;
- Damage or cracking of the cart body through normal operating conditions;
- Failure of the wheel and axle mechanism to provide continuous, easy mobility, as originally designed
- Failure of any parts of the cart to conform to minimum standards as specified herein.

Shape

4. Carts shall have a slightly wider opening at the top than the bottom dimension to facilitate tipping of material from the cart.
5. Cart bodies shall be designed so that they can be nested together when stored.

Body

6. The body of the carts shall be uniform in appearance. Bodies shall not have any sharp edges, sharp corners, pinch points or other structures that could cause injury or obstruction and should have a smooth surface both inside and out.
7. The interior cart body shall be free of crevices and recesses where materials may become trapped.
8. The upper rim of the body shall consist of a rugged design for a maximum strength during collection. The upper lift point shall be integrally molded into the body of the cart.
9. The upper rim shall include a ledge on which the lid rests to create a tight seal between the body and lid.
10. The exterior cart body shall consist of features that prevent cart slippage from collection arm during the collection process.
11. The interior cart body shall be free of exposed metal components that may become susceptible to rusting and corrosion.

Material and Construction

12. All metal parts shall be rust resistant.
13. Carts will be ultraviolet (UV) light protected to prevent deterioration and fading. To ensure thorough distribution of these additives, the resin and UV additives should be mixed in a molten state using a hot melt compounding process into the base material.
14. Vendors are required to incorporate recycled content materials into construction of the Carts
15. Carts shall withstand normal collection operations in temperature ranges from - 40 degree Celsius to +40 degree Celsius.
16. Carts shall be able to withstand washing and standard commercial detergents and disinfectants without blemishing or fading.
17. The exterior bottom of carts shall be designed to withstand any damage that would interfere with the cart's intended use after repeated: contact or dragging on gravel, concrete, asphalt or any other rough and abrasive surface, or from kicking to position the cart for rolling.
18. All parts including wheels and axles shall be designed in a robust and durable manner so that they continue to work as designed over the duration of the warranty.

Lid and Hinges

19. Carts shall be provided with a lid that will not distort, warp, slump, fade or bend over time to such an extent that it no longer fits the body properly.
20. Lids shall be crown shaped and continuously overlap and come in contact with the top perimeter of the cart body.

21. The lid shall prevent the intrusion of rainwater, snow, mice, birds, flies and other vectors and the emission of odours.
22. Lids shall not impede the flow of material from the cart during the dump cycle and not contact material already deposited in the collection truck or the truck body or lifting mechanism.
23. Lids shall be hinged to the cart body as to enable the lid to be fully opened to 270 degrees arc to rest against the backside of the cart body.
24. Lids shall be designed to be easily removed in the event of damage or failure, but not be readily removable by the general public.
25. Lids shall be designed to remain closed in winds up to 40 kph (25 mph) from any direction.
26. Lids shall have an external handle or design that allows the resident to open the lid without touching the interior of the lid.

Wheels and Axles

27. The wheels shall be attached in a manner that does not allow the cart to roll away or off balance the cart on uneven surfaces when the cart is unattended.
28. The wheels and axle shall be capable of supporting fully loaded carts continuously over 10 years of operation including: under all weather conditions, from repeatedly being pulled/pushed up and down stairs and over curbs, and from the forces exerted during collection from grabbing, lifting and dropping the cart at the end of the dumping cycle.
29. The wheel and axle assembly shall be easily replaceable so that repairs can be done without undue effort but not readily removable by the general public.

Handling

30. Carts shall allow the collector/resident to maintain a comfortable posture when moving the cart.
31. Carts shall be easy for residents to tilt to the roll position when fully loaded while keeping both feet on the ground and easy to push and pull.
32. Handles and mounts shall be a seamless part of the cart and shall not have any bolts or protrusions that might interfere or injure the worker or resident.
33. The clearance between the handle and the body shall allow for easy gripping with winter work gloves.

Fasteners

34. All fasteners shall be designed to maintain their original appearance and perform their original function for the duration of the cart's warranty.
35. All nuts shall be self-locking, capped type in order to prevent removal with ordinary tools by the public and to minimize the possibility of personal injury.
36. If bolts are used to attach the cart body to any frame or lifting bars, washers shall be used of sufficient diameter to prevent bolts from pulling through the plastic body during the intended use of the cart at the maximum design load. All bolts must be

attached such that they are not protruding outside the cart body. There should be no leakage from the carts resulting from these bolts.

37. Plastic covers shall be provided on all metal bolts on the outside of the cart body.

Lifting System (applies only to Automated Service)

38. If the cart has a metal lower lift bar, it shall be secured so that it cannot be easily removed, except for servicing or replacement. Replacement should be simple to perform and should not require modifications. The lower lift bar secured by attachment mechanisms (e.g. pins or pegs) must be located such that they do not contact the lifting apparatus.

Colour

39. The Carts should be of a distinct colour impregnated in the plastic. The City of Owen Sound and the Contractor will mutually determine the colour(s) of the cart bodies and lids prior to manufacturing.

Marker and Identification

40. Specific markings may be required by The City of Owen Sound on all carts. Markings must be permanent and durable against scratches and weathering.
41. Markings shall be present on the cart lid and/or body to clearly identify the direction to which the cart should face where collection occurs.
42. Each cart shall have a unique serial number hot stamped and/or RFID tag etc. on the front side of the cart body. See Attachment 2 – Manual and Automated Collection Requirements, Section 5.5 for more detail.

Replacement Parts

43. All replacement parts and components shall be of the same or better quality as the original parts provided to the City.
44. All replacement parts must meet the same specifications and will be subject to the same warranty and guarantees as set forth in this RFP.

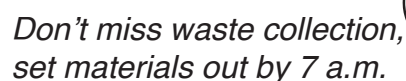
KITCHEN CATCHER TECHNICAL SPECIFICATIONS

1. Kitchen catchers will be approximately seven (7) litres in volume capacity.
2. Kitchen catchers shall be warranted for a minimum of one year after delivery and acceptance by the City. This warranty shall cover all costs including freight, taxes, and all other associated costs to deliver the replacement parts to the City, as well as such fees required to send defective parts back to the Contractor.

Warranty coverage shall include the following at a minimum:

- Damage to the body, lid, or any component parts through opening and closing the lid;
 - Fading and / or change in colour of body or lid in any way;
 - Failure of any part of the body, lid, or any component parts through normal operating conditions;
 - Failure of the body and lid to retain their original shape;
3. Kitchen catchers shall include a secure latch and a hinged lid that allows for ventilation.
 4. Kitchen catchers shall be easy to clean and dishwasher safe.
 5. Kitchen catchers shall have a handle for carrying.
 6. Kitchen catchers can be constructed with either virgin material or recycled content.
 7. Kitchen catchers should be of a distinct colour impregnated in the plastic.

Collection Schedule



March						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	Fri. Mar. 29 route will be collected on Mon. April 1					

June						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

September						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	<i>Wed. Dec. 25 route will be collected on Mon. Dec. 23 and Wed. Jan. 1 collected Mon. Dec. 30</i>			



- West Side Collection
- East Side Collection
- Downtown Core - Weekly Collection
- ▲ Household Hazardous Waste Days
- ◆ Goods Exchange Days

Monthly Cardboard Collection:

-  West Side - Tuesday & Wednesday Routes
-  West Side - Thursday & Friday Routes
-  East Side - Tuesday & Wednesday Routes
-  East Side - Thursday & Friday Routes

For an **East side only (orange)**, **West side only (blue)** calendar, or to search what day your collection is based on your address, please scan the QR code or visit **OwenSound.ca/Waste**

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Recycling

- Owen Sound's recycling program is now managed by Circular Materials, the administrator of the common collection system and a not-for-profit organization that is committed to building an efficient and effective recycling system in Ontario.
- Residents can recycle using either the standard blue box or transparent plastic bags, but it must be properly sorted.
- Corrugated cardboard collection is picked up separately from other curbside recycling. Please flatten and bundle all corrugated cardboard for collection on the appropriate day.
- Only clean and empty recyclable containers** will be accepted - see the Recycling Guide at: CircularMaterials.ca/OwenSound.



Garbage



- All garbage must have a City of Owen Sound bag tag fully attached and visible.**
- Garbage bags or containers are limited to 18 kg (40 lbs), including the container.
- There is a limit of four (4) bags or containers per unit, and each one must have an Owen Sound Bag Tag attached.
- Additional waste can be taken to the Miller Waste Transfer Station (519-372-1855) at 2085 20th Avenue East - fees apply. More information at OwenSound.ca/Waste.

Scan this QR code with a smartphone for quick access to Owen Sound's waste webpage



Leaf & Yard Waste

- Open daily, Spring until Fall
- Must drop yard waste off at the Leaf & Yard Waste site at 2450 28th Avenue East (there is no curbside pickup).
- Accepted items include leaves, grass clippings, plants, branches, and shrubs up to 15 cm in diameter
- Mulch and screened compost available for pick up while quantities last
- For more information, including Backyard Composting tips, visit OwenSound.ca/Compost.



Goods Exchange Days

- Provides an opportunity for residents to leave items that are no longer useful to them but may still be useful to others.
- Place items at the end of your driveway or edge of your lawn on the appropriate dates listed below to indicate these are Goods Exchange Day items.
- Goods Exchange Day 2024 dates:
 - Saturdays: May 18, July 20, September 21**



Hazardous Waste

- Items such as aerosol cans, batteries, fertilizers, paints and paint thinners, oil filters, propane tanks and more can only be accepted at Household Hazardous Waste (HHW) events on the dates listed below.
- HHW collection takes place at Owen Sound's Public Works building - 1900 20th Street East, from 9 a.m. to 2 p.m. on the following dates:
 - Saturdays: April 20, May 11, June 15, July 13, August 17, September 14, October 5 & 19.**
- See more details, including a full list of accepted materials and a required form for waste drop off, at OwenSound.ca/Waste.



Waste Reduction Tips

- Refuse:** Do not take items unless you're going to use them. Say 'no' to bags, receipts, extra napkins, and cutlery. Avoid items wrapped in too much packaging.
- Reuse:** Use reusable bags for shopping and gift giving, reusable bottles and mugs instead of disposables when on the go, and real dishes and cutlery at events. When shopping, consider thrift stores and garage sales, as well as buying items in bulk and using your own containers.
- Re-purpose:** Find new uses for things you would otherwise throw away. Use cookie tins for storage, turn old clothes into rags, use old jars as vases or food storage containers.



April 4, 2024

The Corporation of the City of Owen Sound

RFP-24-007
Waste Collection and Disposal Services

Addendum No. 1

Note that this addendum is to be considered part of the above noted project as though included with the original version.

Revisions to Information for Bidders:

The Information for Bidders document has been revised to include Section H. Details are below.

Section H. Alternate Proposals

Alternate Technical Proposals and Pricing will be accepted as follows:

An Alternate Technical Proposal may be uploaded for either Manual Collection Waste Service Level #1 and/or Automated Collection Waste Service Level #2.

The alternate technical proposal shall include the following non-price-rated criteria categories and shall not include pricing:

- d) Communication Plan
- e) Facilities and Equipment
- f) Implementation and Operation

One Financial Proposal may be uploaded and shall include the following information:

- Price Deviations from MANUAL COLLECTION WASTE SERVICE LEVEL #1 and/or AUTOMATED COLLECTION WASTE SERVICE LEVEL #2 along with Waste Disposal and Processing Tipping Fees.
- Should the Proponent bid on AUTOMATED COLLECTION WASTE SERVICE LEVEL #2, price deviations shall be submitted for the relevant options of Supply and Initial Distribution of Garbage Carts.
- Should the Proponent bid on optional pricing – Source-separated Organics Collection, price deviations shall be submitted.

The evaluation process, as identified in Section F, will apply to the alternate technical proposals. Price deviations shall be applied to the Price Evaluation Method as identified in Section G.

Questions and Answers:

Question 1:

The City currently has an Anticipated Execution of Agreement Date of June 1, 2024, for the Waste Collection and Disposal RFP-24-007. Concurrently, CMO/RLG has an Anticipated Award Date of July 31, 2024 for the Blue Box Collection RFP 2023-06, which includes the City as an Eligible Community under Catchment Area 17. Will the City extend the Submission Deadline of RFP-24-007 until after RFP 2023-06 has been awarded? An extension would allow all Proponents the opportunity to develop more fulsome proposals that deliver additional value and creativity to the City.

Alternatively, will the City delay the award of RFP-24-007 until after RFP 2023-06 has been awarded? A delay or extension would ensure that Proponents can leverage any economies of scale that the successful Contractor may be able to offer at that time.

Answer 1:

The City is proposing multiple waste options; the extensive planning and public notification required does not allow for an extension to the closing date.

Question 2:

Can proponents submit alternate proposals?

Answer 2:

Please see Revisions to Information for Bidders, Section H – Alternate Proposals has been added to accept alternate proposals.

Question 3:

As all vendors will require new trucks and the current market availability of trucks is still challenged by supply limitations would the town consider moving back the start date of service if necessary?

Answer 3:

The City's firm service date is June 1, 2025. If there's a challenge in supplying "new" Primary Collection Vehicles as defined in Section E of F. Evaluation Criteria, the vendor is to state which specifications they cannot meet and provide reasons. As indicated in Section E, the deadline for implementing this requirement may be extended by the City at the City's discretion. The City will allow interim Primary Collection Vehicles to be a maximum of 10 years old. The City is open to adjusting the delivery date provided that a) there's evidence of the orders being placed and b) the interim fleet meets the City's predefined criteria.

Question 4:

Would the town consider allowing pick-ups in the downtown core to start as early as 7:00 am?

Answer 4:

Please refer to Attachment 1 – General Collection Requirements and Conditions, Pick up in the Downtown Core can begin at 7:00 am.

Question 5:

To understand the delivery of the garbage and organic carts, could the town provide a complete list of all addresses that would require carts?

Answer 5:

The complete list of all addresses that would require carts will be provided to the awarded vendor.

*** End of Addendum ***



April 8, 2024

The Corporation of the City of Owen Sound

RFP-24-007

Waste Collection and Disposal Services

Addendum No. 2

Note that this addendum is to be considered part of the above noted project as though included with the original version.

Revisions to Information for Bidders:

The Information for Bidders document has been re-uploaded with the Bid Document with the revised bid form. The "Proof of Ability - References" table has been removed and the Schedule of Prices has been revised.

Questions and Answers:

Question 1:

Where the City is asking for 57L curbside organics collection containers for manual collection, will the City allow for a 45L container, as is common across Ontario and a common product with Canadian manufacturers?

Answer 1:

For *Optional – Manual Collection Waste Service Level #1/Automated Collection Waste Service Level #2 – Price for Initial Supply and Distribution of Organic Carts and Kitchen Catchers*, the cart size has been removed from the bid form and has been modified to bidder input. The bidder shall provide the proposed size in litres. Please note the maximum size of organic carts shall not exceed 120 litres.

The proponent is to clearly note the size, reasoning and any other specification that does not conform to the characteristics outlined in the RFP in their technical submission.

Question 2:

The City is asking for a 57L container for automated collection of organics, however the smallest container certified for automated collection is 100L – can the City adjust the requirements for automated organics collection to include only sizes certified for automated collection, such as a 100L or 120L cart?

Answer 2:

See answer 1.

Question 3:

For automated collection of the organics stream, can the City note that the pest prevention tool must be compatible with automated collection (the locking mechanism opens when the cart is tipped), which is a different type of pest prevention tool than what is required in manual collection (the operator opens the locking mechanism by hand before dumping)?

Answer 3:

Organic Carts shall include a pest prevention tool that is compatible with either manual collection and/or automated collection depending on the selected service level.

Question 4:

Regarding the pricing table, **OPTIONAL - AUTOMATED COLLECTION WASTE SERVICE LEVEL #2 - Pricing for Initial Supply and Distribution of Organic Carts and Kitchen Catchers**: can the City allow for a 100L organics collection cart, with a pest prevention tool, for this optional automated organics collections? This

would be the 100L organics collection cart being used for automated organics collection in Peel Region and in the City of Peterborough.

Answer 4:

See answer 1.

Question 5:

Regarding References: Three references are requested on the online bid format as well as in the Background & Relevant Experience section. Can you please clarify if references are required in both sections? And if so, should they be the same three references in both places?

Answer 5:

The "Proof of Ability - References" table on the online submission form has been removed. References will only be required to be submitted in the Technical proposal (Proposal #1, Section A – Background & Relevant Experience).

Question 6:

There are multiple options that are being put forward in this RFP that will require different equipment depending on the option that the City chooses to move forward with. The lead time for new equipment ranges from 18-24 months, and depending on the final option selected by the City, equipment may not be available for a June 1, 2025 startup. Will the City be considering a delay in the startup of the selected services if the equipment is not available due to the new equipment lead times?

Answer 6:

Please see Addendum 1, Answer 3.

Question 7:

Would the City of Owen Sound consider moving the submission date back by two weeks to allow for proponents to complete the Circular Materials/RLG submission that was pushed back to Friday, April 19th?

Answer 7:

Please see Addendum 1, Answer 1.

The City is proposing multiple waste options; the extensive planning and public notification required does not allow for an extension to the closing date.

*** End of Addendum ***



April 17, 2024

The Corporation of the City of Owen Sound

RFP-24-007
Waste Collection and Disposal Services

Addendum No. 3

Note that this addendum is to be considered part of the above noted project as though included with the original version.

Revisions to Attachments:

Attachment 1 – General Collection Requirements and Conditions, Section 17, iii has been revised as followed:

i. ANNUAL COST ADJUSTMENT:

Effective the 1st day of June 2026, and for each subsequent year of the Contract, the Contract Cost shall be adjusted up or down as follows:

Collection and Disposal Cost:

10% by Statistics Canada Table 18-10-0001-01, Diesel Fuel (26121) for Toronto, January 2026 over January 2025.

90% by CPI Statistics Canada Table 18-10-0004-01, Ontario - Services, January 2026 over January 2025.

Example Diesel Fuel Escalation Calculation:

2025 Collection Rate X 0.1 X $\frac{\text{Stats Can Table 18-10-0001-01 Diesel Jan 2026}}{\text{Stats Can Table 18-10-0001-01 Diesel Jan 2025}}$

Example CPI Escalation Calculation:

2025 Collection Rate X 0.9 X $\frac{\text{CPI (Ontario - Services) Jan 2026}}{\text{CPI (Ontario - Services Jan 2025)}}$

Questions and Answers:

Question 1:

For clarity, is the LUMP SUM under the Optional - Cost to increase from Bi-WEEKLY to WEEKLY curbside Garbage Collection for East and West sides intended to be the incremental increase in cost to move from bi-weekly waste to weekly waste, or should proponents place the full annual cost for weekly collection in this field? For example if it is intended to be the incremental cost to increase the service frequency then the rate for bi-weekly collection would be added to the amount in this field to come up with the total cost to service waste weekly.

Answer 1:

The bid price for “Cost to increase from BI-WEEKLY to WEEKLY Curbside Garbage Collection for East and West Side” shall be the incremental cost to increase from Bi-Weekly to Weekly Service for either Manual Collection Waste Service Level #1 or Automated Collection Waste Service Level #2.

Question 2:

Section 17, “Waste Disposal” of Attachment 1 to the RFP states that annual fuel adjustments will be calculated using CANSIM Table 329-0076 (also cited as, Table: 18-10-0031-01). This particular Table is no longer updated or maintained by Statistics Canada and the information is current only to 2020.

Is there a different table/site upon which these fuel adjustments will be done? For example; Stats Can Table: 18-10-0001-01 (formerly CANSIM 326-0009); or <https://www.ontario.ca/motor-fuel-prices/>?

Answer 2:

See Revisions to Attachments, CANSIM Table 329-0076 has been replaced by Stats Can Table 18-10-0001-01.

*** End of Addendum ***