



MUNICIPALITY OF
West Elgin

Request for Proposal 2026

Curbside Waste Management Services

ELECTRONIC BID SUBMISSIONS ONLY

Deadline for Receipt of Proposals: Friday, May 15, 2026 by 12:00 p.m.

Administrator(s) for this Project are:

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**Municipality of West Elgin
Request for Proposal 26-01
Residential and Commercial Waste Management Collection Services**

Contents

1.0	DEFINITIONS	1
1.1	<i>Definitions: Provisional Items</i>	3
2.0	BACKGROUND INFORMATION.....	6
3.0	SCOPE	8
3.1	<i>Curbside Garbage Collection Services</i>	8
3.2	<i>Leaf & Yard Materials & Processing Services</i>	8
3.3	<i>Bulky Items Collection of Garbage</i>	8
3.4	<i>Transportation and Disposal</i>	9
3.5	<i>Provisional Item – Supply and Distribution of Rolling Bins (Toter Carts)</i>	10
3.6	<i>Provisional Item – Industrial, Commercial, and Institutional Recycling Collection</i>	10
4.0	COLLECTION SCHEDULE	12
4.1	<i>Garbage Collection</i>	12
4.2	<i>Leaf & Yard Material Collection</i>	12
4.3	<i>Bulky Item Garbage Collection and Disposal</i>	12
4.4	<i>Provisional Item – ICI Recycling Collection</i>	12
4.5	<i>Statutory Holidays</i>	12
4.6	<i>Holiday Schedule Accommodation</i>	12
4.7	<i>Hours of Work</i>	13
5.0	SUCCESSFUL PROPONENT REQUIREMENTS AND GENERAL SPECIFICATIONS	14
5.1	<i>Implementation Prior to Start-up</i>	14
5.2	<i>Collection Vehicles</i>	14
5.3	<i>Collection Routes</i>	14
5.4	<i>Collection Vehicle Pictures/Inspections</i>	15
5.5	<i>Coordination Meetings</i>	15
5.6	<i>Innovation Clause</i>	15
5.7	<i>Contractor’s Base of Operation</i>	15
5.8	<i>Scavenging</i>	15
5.9	<i>Promotion & Education</i>	15
5.10	<i>Record Keeping & Reporting Requirements</i>	16
6.0	COLLECTION VEHICLES.....	17
6.1	<i>General</i>	17
6.2	<i>Age of Collection Vehicles</i>	17
6.3	<i>Industry, Regulatory, Safety, Licensing & Other Standards</i>	17
6.4	<i>Physical and Mechanical Requirements</i>	17
6.5	<i>Appearance of Collection Vehicles</i>	17
6.6	<i>Provisional Item - Compaction Vehicles for Recycling Collection</i>	18
6.7	<i>Daily Supply of Collection Vehicles</i>	18
6.8	<i>Maintenance of Collection Vehicles</i>	18
6.9	<i>Additional Equipment for Collection Vehicle</i>	18
6.10	<i>Alternative Fuels / Green Fleet Initiatives</i>	19
7.0	STAFFING	20
7.1	<i>Contract Supervision by the Contractor</i>	20
7.2	<i>Route Supervisor(s)</i>	20
7.3	<i>Customer Service Standards</i>	20
7.4	<i>Customer Service Training</i>	20
7.5	<i>Health & Safety Standard</i>	21
7.6	<i>Health & Safety Training</i>	21
7.7	<i>Personnel Listing</i>	21

8.0	COLLECTION PROGRAM SPECIFICATIONS.....	22
8.1	Collection Service	22
	8.1.1 Garbage Collection Service.....	22
	8.1.2 Leaf & Yard Material Service.....	22
	8.1.3 Bulky Item Garbage Collection	22
8.2	Estimated Number of Tonnes to Collect.....	22
8.3	Adding/Replacing Materials to Collect.....	23
8.4	Collection Locations & Numbers	23
8.5	Provisional Item - ICI Recycling Collection Service.....	24
8.6	General Operating Details for Collection	26
	8.6.1 Garbage, Leaf & Yard Materials and Bulky Item Garbage	26
	8.6.2 Provisional Item -ICI Recycling.....	26
8.7	Information Line.....	26
8.8	Returning Containers after Emptying.....	27
	8.8.1 Provisional Item – Returning Recycling Containers after Emptying	27
8.9	Successful Proponent Not to Collect.....	27
8.10	Reporting of Non-Collectable Incidents & Use of Courtesy Stickers	28
8.11	Missed Collection Stops by the Contractor and Late Set Outs by Residents.....	28
8.12	Spillage and Litter	28
8.13	Mechanical or Oil Spills	28
8.14	Labour Dispute Contingency and Emergency Plans	29
8.15	Location of Material Recovery Facility	29
8.16	Weighing of Recyclable Material	29
8.17	Recycling Residue Management	29
8.18	Audits and Inspections	30
8.19	Special Provisions	30
8.20	Schedule of Liquidated Damages	30
9.0	TRANSPORTATION PROGRAM SPECIFICATIONS	32
9.1	Processing & Disposal Locations	32
9.2	Location of Landfill Site(s)	32
9.3	Location of Composting / Processing Facility for Leaf & Yard Materials	32
9.4	Location of Disposal and/or Processing Facilities for Bulky Item Garbage	32
9.5	Transportation Requirements	32
9.6	Scheduling and Coordination	32
9.7	Weighing and Reporting	33
9.8	Spillage and Litter During Transportation.....	33
9.9	Mechanical Breakdowns and Contingency	33
9.10	Alternate Facilities and Emergency Conditions	33
9.11	Compliance with Legislation	33
10.0	EVALUATION CRITERIA	34
10.1	Methodology.....	34
	10.1.1 Step 1 - Screening of Proposals for Specified Mandatory Requirements	34
	10.1.2 Step 2 - Detailed Evaluation and Scoring of Technical Submissions.....	35
	10.1.3 Step 3 - Opening of Financial Proposals	35
	10.1.4 Step 4 - Determination of Combined Technical and Financial Scores	36
	10.1.5 Step 5 - Comparison of Combined Technical and Financial Scores.....	36
10.2	Evaluation & Scoring of Technical Submissions	36
11.0	RFP SCHEDULE	40
12.0	SUBMISSION INSTRUCTIONS	41
12.1	Closing Date and Time	41
12.2	Late Submissions.....	41
12.3	Period of Acceptance.....	41
12.4	Inquiries.....	41
12.5	Rights Reserved by the Municipality	42
12.6	Treatment of Information	42

13.0	TECHNICAL SUBMISSIONS REQUIREMENTS.....	43
13.1	General.....	43
13.2	Specific Requirements	43
	13.2.1 Experience & References.....	43
	13.2.2 Staff Requirements.....	44
	13.2.3 Subcontractors	44
	13.2.4 Proponent’s Company Size	44
	13.2.5 Vehicle Information.....	44
	13.2.6 Work Plan.....	45
	13.2.7 Proponent Facilities.....	45
	13.2.8 Facilities to be used in this Contract.....	45
14.0	REQUIREMENTS AT TIME OF CLOSING.....	46
14.1	Form of Proposal – Technical Submission	46
14.2	Form of Proposal – Financial Proposal.....	46
14.3	Certificate of Approval	46
14.4	CVOR	46
14.5	Bid Bond and Agreement to Bond.....	46
15.0	REQUIREMENTS AT TIME OF EXECUTION	48
15.1	Executed Bond.....	48
15.2	Insurance and Indemnification.....	48
15.3	Workplace Safety & Insurance Board.....	49
15.4	Safety Policies and Procedures and Related Documentation.....	49
15.5	Contract Document	49
16.0	TERMS AND CONDITIONS	50
16.1	Contract Period	50
16.2	Renewal.....	50
16.3	Taxes	50
16.4	Inflation Adjustments.....	50
16.5	Per Stop or Unit Cost for Contract Additions / Deletions.....	51
16.6	Invoices & Documentation	51
16.7	Payment	51
	16.7.1 Curbside Garbage Collection.....	51
16.8	Monies Due to the Municipality	51
16.9	Payment Prior to Start of Contract.....	51
16.10	Interest	52
16.11	Disputes.....	52
16.12	Assignment.....	52
16.13	Compliance with the Accessibility for Ontarians with Disabilities Act, 2005.....	52
16.14	Changes in Law	52
16.15	Exclusion of Proponent in Litigation.....	52
16.16	Exclusion of Proponent Due To Poor Performance.....	53
16.17	Termination of Contract.....	53
	16.17.1 Termination initiated by Municipality.....	53
	16.17.2 Termination initiated by Contractor.....	53
17.0	FORM OF PROPOSAL.....	54

**The Corporation of the Municipality
Request for Proposal 2026-01
Residential Waste Management Services**

1.0 DEFINITIONS

In this Request for Proposal (hereinafter referred to as RFP), the following definitions apply. The tables, packages and appendices' that are referred to in the definitions are described elsewhere in this RFP.

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

Administrator during the proposal call, means the Administrator for the Municipality of West Elgin. After the proposal call and the contract has been awarded means the person responsible for waste management services in the Municipality.

Alternative Fuels means fuels that generally reduce harmful pollutants and exhaust emissions.

Approved Garbage, Yard Material, and Fall Leaf Containers as specified in this RFP.

Bulky Item Garbage means weighty or bulky materials or articles including furniture, mattresses, cloth covered box springs, small area rugs, carpets cut in 1.2 metre (4 feet) lengths and bundled, crates, barrels, non-collapsible boxes, non-metal bath tubs, and any other materials and articles which would normally accumulate at a household excluding garbage, blue box recyclables, electronics, tires and hazardous materials.

Collection Vehicles means the vehicles used to collect Garbage, Yard Material, and Fall Leaves.

- The **Packer Collection Vehicles** to be used for the performance of collection of garbage, yard material and fall leaf collection service must be mounted on an adequate truck chassis, and they must be capable of loading and unloading garbage, yard materials and fall leaves at the Curbside as well as the Landfill and composting facility

Composting Facility means a facility that accepts Yard Materials and Fall Leaves as defined in this RFP makes provision to remove contaminants from said materials and manually and/or mechanically composts the materials.

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

Contract Document means the executed Legal Agreement between the Municipality and the Contractor, the Form of Proposal, Contract Maps/Drawings, addenda incorporated in a Contract Document before the execution of the Agreement, such other documents as may be listed in the Agreement, and subsequent amendments to the Contract Document made pursuant to the provisions of the Legal Agreement.

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

Council means the Municipal Council of the Municipality named in the RFP.

Curbside Collection Service means the service that commences at the street curb in front of a residence, or other establishment (e.g. business, school, etc.), as specified in the Specifications.

Designate means the person for the time being who has been appointed to act on behalf of the Municipality Administrator for the purpose of administrating this proposed Contract once executed.

Garbage means all drained animal and vegetable waste material from the preparation of food, sweepings, ashes, discarded household utensils and wearing apparel, ceramics, multi-material products and packages, non-recyclable glass containers, dog, cat and other pet feces and litter placed inside a sealed and leak-free bag, diapers placed in a sealed and leak-free bag, Christmas Trees (seasonal), and other materials as designated by the Administrator from time to time.

Leaf & Yard Materials means garden trimmings, hedge trimmings, leaves, fall leaves, brush, and vegetable and plant matter.

Leaf & Yard Materials Receptacles means reusable metallic or plastic cans, paper Yard Material bags.

Missed Collection means that 14 residential units or less have been missed off of an individual driver's Route.

Missed Route means that 15 residential units or more have been missed off of an individual driver's Route.

Municipality means the Municipality of West Elgin.

Municipality Clerk means the person for the time being filling the office of Clerk for the Corporation of the municipality where the work is being completed or the person then acting as such.

Municipality or Corporation means the municipality where the work is being undertaken.

Municipality Solicitor means the person for the time being filling the Office of Solicitor for the Corporation or the person then acting as such.

Proponent means the Company and Company representative(s) submitting the Proposal(s) for the Work defined by this Contract.

Proposal Document means the RFP in its entirety including any addenda.

RFP means Request for Proposal.

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

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

Stop means a residence, business or other location identified in this RFP which will be provided with waste collection services. A Stop is the basis on which Proponents will provide unit pricing.

Street means a highway, road, lane, avenue, court, boulevard, square, place, crescent or other public way under the jurisdiction of the Municipality, the County of Elgin or the Province of Ontario.

Successful Proponent or a pronoun in place thereof means the Proponent(s) to whom the Contract has been awarded and who has undertaken to carry out the Work as per the Contract Specifications. Successful Proponent will be used interchangeable with Contractor.

Waste means garbage and rubbish that will be placed curbside for collection, but it shall not include non-collectable waste or resource materials such as recyclables, Leaf & Yard Material or household hazardous waste.

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

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

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

1.1 Definitions: Provisional Items

Aluminium Food & Beverage Cans means all cleaned aluminium food and beverage containers.

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

Approved Recycling Container means the container(s) the Municipality has approved for usage by participants in the Curbside Program. Table 2 summarizes the Approved Recycling Containers for this program. Approved Recycling Containers may include: Blue Boxes, and plastic grocery bags (for fibres only). Please note that while the Municipality does not promote the use of rigid containers (e.g. crates, tubs, pails or baskets), residents are permitted to use them. The successful proponent shall collect recyclables set out in rigid containers which is similar in shape and size to a blue box.

Aseptic Containers means any multi-layered beverage and food box container.

Boxboard means single layer paperboard packaging such as cereal and shoe boxes.

Blister packaging means the formed clear plastic package containing goods such as toys, hardware and electrical items. It is attached to a paperboard card backing.

Collection Vehicles means the vehicles used to collect Recyclable Material.

- The **Recycling Collection Vehicles** to be used for the performance of the recycling collection service must have fully enclosed steel bodies to prevent loss or spillage of Recyclables. Collection Vehicles must also be mounted on an adequate truck chassis, and they must be capable of loading and unloading Recyclables (at the Curbside residential complexes, Municipally Approved Locations and at the Material Recovery Facility). Both automated and non-automated Recycling Collection Vehicles are allowed.

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

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

Empty Aerosol Cans means empty steel aerosol containers

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

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

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

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

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

ICI means Industrial, Commercial, and Institutional properties.

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

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

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

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

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

Paper cup includes all paper hot and cold beverage cups with a plastic coated lining

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

Per Stop Cost means the cost to provide services to households, businesses and locations where waste collection services are to be provided, as specified by the Proponent.

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

PET #1 Plastic Food, Beverage & Liquid Containers means Polyethylene Terephthalate plastic food, beverage and liquid containers with SPI code 1 (includes rigid clamshell containers), (expanded recycling program, Package 2).

PP #5 Plastic Bottles, Jugs & Tubs means clean Polypropylene plastic bottles, jugs and tubs with SPI code 5 (existing recycling program, Package 1).

PP #5 Plastic Food, Beverage & Liquid Containers means clean Polypropylene plastic food, beverage and liquid containers with SPI code 5.

PS #6 Plastic Food, Beverage & Liquid Containers means clear, rigid polystyrene plastic materials such as those used for food, beverage and liquid containers such as cups, plates, food trays with SPI code 6 (expanded recycling program, Package 2).

PVC #3 Plastic Food, Beverage & Liquid Containers means clean Polyvinyl chloride plastic food, beverage and liquid containers with SPI code 3 (expanded recycling program, Package 2).

Recyclable Materials or Recyclables means those materials listed within the Acceptable Recyclable Materials to be collected (Appendix B). A definition of each individual Recyclable Material or Recyclable has been provided in this list of definitions.

Residues mean those materials that are:

- not comprised of Recyclable Materials (as per Appendix B)
- improperly sorted; and
- Excessively dirty or grimy such that the processed recyclables fail to meet market specifications.

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

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

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

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

Telephone Books means all telephone directories.

2.0 BACKGROUND INFORMATION

This Request for Proposals (RFP) is being issued by the Municipality of West Elgin to receive competitive pricing and a standard level of service across the municipal geographical area.

The cancellation terms are set out in section 16.17 in this document.

The Municipality of West Elgin, hereinafter referred to as the Municipality, is requesting proposals to acquire the services of a Contractor(s) to:

- Collect and dispose of **Garbage** from Curbside stops in the villages of West Lorne, Rodney, and Rural West Elgin (approximately 2337 stops total) for a seven (7) year period beginning August 1, 2026, with the option for the Municipality to renew for two additional one (1) year period, for a total of up to nine (9) years.
- Collect and process **Leaf & Yard Materials** from Curbside stops in the villages of West Lorne, Rodney, and Rural West Elgin (approximately 2337 stops total) for a seven (7) year period beginning August 1, 2026, with the option for the Municipality to renew for two additional one (1) year period, for a total of up to nine (9) years.
- Collect and dispose of **Bulky Item Garbage** from Curbside stops in the villages of West Lorne, Rodney, and Rural West Elgin (approximately 2337 stops total) for a seven (7) year period beginning August 1, 2026, with the option for the Municipality to renew for two additional one (1) year period, for a total of up to nine (9) years.

The Work is presented in distinct sections, each comprising elements of the overall scope. Proponents are required to submit a proposal covering all sections, with pricing provided separately for each section.

Garbage, Leaf & Yard Materials, and Bulk Item Garbage Collection - Rodney

Collect garbage as follows:

- Weekly in Rodney at an estimated 554 stops,
- Seasonal Leaf & Leaf Materials (one collection in the Spring and two collections in the Fall) in Rodney at an estimated 554 stops,
- Bulky Item pick-up in Rodney at an estimated at 554 stops.

Garbage, Leaf & Yard Materials, and Bulk Item Garbage Collection – West Lorne

Collect garbage as follows:

- Weekly in West Lorne at an estimated 701 stops,
- Seasonal Leaf & Yard Materials (one collection in the Spring and two collections in the Fall) in West Lorne at an estimated 701 stops,
- Bulky Item pick-up in West Lorne at an estimated at 701 stops.

Garbage, Leaf & Yard Materials, and Bulk Item Garbage Collection – Rural

Collect garbage as follows:

- Weekly in Rural West Elgin at an estimated 1082 stops,
- Seasonal Leaf & Yard Materials (one collection in the Spring and two collections in the Fall) in West Lorne at an estimated 1082 stops,
- Bulky Item pick-up in Rural West Elgin at an estimated at 1082 stops.

Transportation and Disposal

Transport waste as follows:

- Garbage to an external landfill as approved by the Municipality.
- Leaf & Yard Materials to an approved licensed location within the Municipality of West Elgin.
- Bulky Items- To an external landfill as approved by the Municipality.

3.0 SCOPE

3.1 Curbside Garbage Collection Services

The Work to be done under this Part shall consist of the supply of all materials, vehicles, facilities, equipment and labour necessary for the operation of a Curbside Garbage collection and disposal service for West Lorne and Rodney and all related Work as described herein.

In all cases it is expected that the proposed approach for the collection of Garbage includes the management of these materials in a manner that minimizes the cost to the Municipality by establishing an efficient collection system.

Without in any way limiting the scope of the foregoing, the Successful Proponent shall:

- a. Collect Garbage at the curb from all curbside stops, that are served by the garbage collection program and deliver the material collected to an external landfill site.
- b. Maintain a comprehensive reporting program to the Municipality, on a monthly basis, or as required by the Municipality, concerning all collection program operations.
- c. There may be a requirement for contractors to enter onto private property to pick up garbage. The properties are typically plans of multi-residential units.

3.2 Leaf & Yard Materials & Processing Services

The Work to be done under this Part shall consist of the supply of all materials, vehicles, facilities, equipment and labour necessary for the operation of a Curbside Leaf & Yard Materials collection and processing service for West Lorne and Rodney and all related Work as described herein.

In all cases it is expected that the proposed approach for the collection and processing of Leaf & Yard Materials includes the management of these materials in a manner that minimizes the cost to the Municipality by establishing an efficient collection system.

Without in any way limiting the scope of the foregoing, the Successful Proponent shall:

- a. Collect Leaf & Yard Materials at the curb from all stops as specified, which are served by the Yard Materials collection program, and in the case of:
 - i. West Lorne will deliver all collected leaf & yard materials to an approved licensed location of the contractor's desire.
 - ii. Rodney will deliver all collected leaf & yard materials to an approved licensed location of the contractor's desire.
- b. Maintain a comprehensive reporting program to the Municipality, on a monthly basis, or as required by the Municipality, concerning all collection program operations.
- c. There may be a requirement for contractors to enter onto private property to pick up Leaf & Yard Material. The properties are typically plans of multi-residential units

3.3 Bulky Items Collection of Garbage

The Work to be done under this Part shall consist of the supply of all materials, vehicles, facilities, equipment and labour necessary for the operation of a Bulky Item Garbage Collection and Disposal Program for West Lorne and Rodney and all related Work as described herein.

The definition of Bulky Item Garbage is in the Definition Section of this RFP. Residents will be advised that if the bulky item requires two persons to lift into the garbage truck they must be at the curb when the collection truck arrives to assist with loading the bulky item(s) into the garbage truck.

In all cases it is expected that the proposed approach for the collection of Garbage utilizing Bulk Bins includes the management of these materials in a manner that minimizes the cost to the Municipality by establishing an efficient collection system.

Without in any way limiting the scope of the foregoing, the Successful Proponent shall:

- a) Collect Bulky Item Garbage from all at the curb from all stops as specified, and in the case of
 - i. West Lorne, will deliver all collected Bulky Item Garbage to an approved licensed location of the contractor's.
 - ii. Rodney, will deliver all collected Bulky Item Garbage to an approved licensed location of the contractor's desire.

3.4 Transportation and Disposal

The Work to be done under this Part shall consist of the supply of all materials, vehicles, facilities, equipment and labour necessary for the safe, efficient, and compliant transportation of waste collected under the collection program to the designated landfill site(s), and all related Work as described herein.

The transportation of waste shall occur from designated collection areas, transfer locations (if applicable), or other approved points to an external landfill site as identified by the Successful Proponent in the Form of Proposal.

In all cases, it is expected that the proposed approach for the transportation of waste includes the management of these materials in a manner that minimizes the cost to the Municipality by establishing an efficient and reliable transportation system.

Without in any way limiting the scope of the foregoing, the Successful Proponent shall:

- a) Transport all collected waste from curbside collection routes or approved transfer points to the designated landfill site(s) in a safe, timely, and efficient manner.
- b) Ensure that all waste is transported in vehicles that are properly licensed, maintained, leak-proof, and compliant with all applicable federal, provincial, and municipal regulations.
- c) Take all necessary precautions to prevent spillage, littering, or environmental contamination during transportation, including the use of covered loads where required.
- d) Coordinate transportation operations with collection activities to ensure continuity of service and avoid delays or service disruptions.
- e) Maintain a comprehensive reporting program to the Municipality, on a monthly basis, or as required by the Municipality, concerning all transportation activities, including but not limited to volumes transported, destinations, and any incidents or delays.
- f) Comply with all applicable health and safety requirements, including those related to the handling and transportation of waste materials.
- g) Identify and utilize transportation routes that are efficient and minimize impacts on traffic, road infrastructure, and surrounding communities.

- h) Where transfer stations or intermediate facilities are used, ensure that all handling and reloading of waste is conducted in accordance with applicable regulations and best practices.

3.5 Provisional Item – Supply and Distribution of Rolling Bins (Toter Carts)

The Municipality may, at its sole discretion, request the Successful Proponent to supply, deliver, and, if required, maintain rolling bins (toter carts) for use by residents within the designated service areas of Rodney and West Lorne.

Under this provisional item, the Successful Proponent shall provide:

- a) Supply of wheeled carts (rolling bins) suitable for automated or semi-automated garbage collection, as specified by the Municipality;
- b) Carts of standardized sizes and colours, compliant with applicable industry standards and requirements;
- c) Delivery and distribution of carts to designated residential properties within timelines established by the Municipality;
- d) Labelling or identification of carts (e.g., serial numbers, RFID tags, or address labelling), if required;
- e) Replacement, repair, and warranty services for damaged or defective carts, as directed by the Municipality; and
- f) Collection and removal of carts, if required, at the end of their service life or upon direction from the Municipality.
- g) Continuous provision, supply, and distribution of carts to service new residential units, developments, or expansions within the Municipality throughout the term of the agreement, including delivery to newly designated properties in accordance with timelines established by the Municipality.

Proponents shall provide unit pricing for the supply, delivery, and ongoing maintenance (if applicable) of rolling bins under this provisional item, as detailed in the Pricing Submission.

This provisional item will only be implemented upon written authorization by the Municipality. Quantities, service areas, cart types, and implementation timelines will be determined at that time.

3.6 Provisional Item – Industrial, Commercial, and Institutional Recycling Collection

The Work to be done under this Part shall consist of the supply of all materials, vehicles, facilities, equipment, and labour necessary for the operation of ICI (Industrial, Commercial, Institutional) recycling collection services within West Lorne and Rodney at forty-nine (49) designated stops, and all related Work as described herein.

In all cases, it is expected that the proposed approach for the collection of recyclables includes the management of materials in a manner that minimizes cost to the Municipality by establishing an efficient collection system that maximizes diversion rates as well as revenues.

Without in any way limiting the scope of the foregoing, the Successful Proponent shall:

- a) Collect and sort recyclables into two streams (fibres and containers) from twenty (20) collection stops in Rodney, and twenty-nine (29) collection stops in West Lorne served by the recycling program.

- b) West Elgin has an agreement with the City of London for the processing and marketing of recyclables. With respect to pricing, please provide pricing to deliver all sorted Recyclable Materials to the City of London Manning Drive Regional Material Recovery Facility located at 3290 Manning Drive, London, ON.
- c) Maintain a comprehensive reporting program to the Municipality, on a monthly basis or as required by the Municipality, concerning all collection program operations related to ICI collection services.

4.0 COLLECTION SCHEDULE

4.1 Garbage Collection

Garbage will be collected weekly. Residents are required to put their garbage to curbside on the day of collection prior to 7:00 am. All garbage shall be removed from curbside prior to 3:00 pm by the contractor. There is some latitude for the contractor to review the collection areas and provide a proposal respecting when collection will be provided.

4.2 Leaf & Yard Material Collection

Leaf & Yard Materials are to be collected three (3) times per year, including one (1) collection in the Spring and two (2) collections in the Fall. The approximate start times for these collection weeks are mid-May, mid-October, and mid-November. The start of collection weeks will be weather dependant and may vary somewhat from year-to-year. All collection services shall be carried out strictly in accordance with routes and schedules approved by the Municipality. The Contractor shall not deviate from approved routes or collection schedules without prior written authorization. The Dates will be set in discussion with the Contractor. Residents are required to put their Leaf & Yard to the curb by 7:00 a.m. on the morning of the first Monday of the Collection week. The contractor shall provide weekly collection to all designated areas for one (1) days in the spring and two (2) days in the fall.

4.3 Bulky Item Garbage Collection and Disposal

Bulky Item Garbage is collected on a call-in basis throughout the year in West Lorne, Rodney, and Rural West Elgin. The Contractor shall be responsible for receiving and managing service requests directly from residents in advance of their regular collection day. Collected items will be picked up on the resident's scheduled garbage collection day.

4.4 Provisional Item – ICI Recycling Collection

Recycling will be collected bi-weekly (every second week). Program participants are required to put their Blue Box recycling to curbside on the day of collection prior to 7:00 am. All recycling shall be removed from curbside prior to 5:00 pm by the contractor.

4.5 Statutory Holidays

For the purpose of this Contract, Statutory Holidays will be the following days:

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

4.6 Holiday Schedule Accommodation

When required the Municipality notifies residents each year of the collection schedule for Statutory Holidays. In the event of a Statutory Holiday falling on a collection day, the contractor shall make accommodation to ensure that every resident is provided curbside collection of Garbage. The Contractor shall not deliver collected materials to receiving facilities that are closed on Statutory Holidays and shall provide for the temporary storage of materials, where required, in compliance with all applicable federal, provincial, and municipal laws.

4.7 Hours of Work

The Successful Proponent will conduct operations so as not to create a nuisance or disturb the peace unnecessarily. Collection Vehicles may not collect materials prior to 7:00 a.m.

For garbage collection, each Municipal Area must be completed by 3:00 p.m. and the garbage unloaded at the designated landfills prior to regular closing hours.

For leaf & yard materials, collection may be completed by 5:00 p.m. on the designated collection day and the material unloaded at the designated processing facilities prior to closing.

Whenever the Successful Proponent desires to depart from the normal working hours specified above (e.g. to compensate for weather conditions), approval from the Administrator must be obtained. No Saturday or Sunday work will be permitted except in the case of an emergency or if directed by the Administrator.

5.0 SUCCESSFUL PROPONENT REQUIREMENTS AND GENERAL SPECIFICATIONS

5.1 Implementation Prior to Start-up

The Successful Proponent shall, within two (2) weeks of the receipt of a set of Executed Contract Documents, submit a proposed implementation schedule to the Administrator for approval. This implementation schedule shall show clearly, in weekly stages, the proposed progress of the main items such as: evidence of purchase plans for Collection Vehicles; initiation of agreements with the sub-contractors (if any) as well as staff recruitment and selection plans.

5.2 Collection Vehicles

A minimum of one (1) month prior to Contract start-up, the Successful Proponent will submit for the Administrator review a finalized listing of all the vehicles to be utilized in the collection program which includes:

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

5.3 Collection Routes

The Successful Proponent will submit Route maps for the Administrator approval no later than June 25th, 2026. The Route maps are to clearly outline:

- the Route for each truck on each collection day,
- the vehicle license number, route number and truck number,
- the starting time and location for each route/truck,
- the approximate finishing time and location for each route/truck, and
- the location of town homes, Special consideration collections, or any other location with special collection needs.

The Municipality will keep a copy of all route maps and shall make them available to the public. The individual collection routes and collection days will not be changed during the Contract without prior written approval of the Administrator.

Any approved changes to collection routes or collection days shall be limited to a maximum of two (2) times per calendar year. The Successful Proponent shall provide at minimum seven (7) days notice of any such approved changes, in a format and through communication channels acceptable to the Municipality, with sufficient lead time to inform affected residents.

Drivers shall retain the same route each collection day and shall maintain a consistent collection time pattern (i.e. pass by a house at approximately the same time each collection day).

It is the contractor's responsibility to ensure that any new, replacement or temporary collection workers are well trained in the collection route. In the event that the driver deviates from the approved collection route without the written approval of the Administrator and collections are missed, the driver shall return back to the missed area/property and collect the garbage during the same day of collection. No additional compensation will be provided for this return.

5.4 Collection Vehicle Pictures / Inspections

A minimum of two (2) weeks prior to the commencement of the Contract, the Successful Proponent shall supply the Municipality with digital pictures of each collection vehicle. The pictures will clearly show the front, rear and two sides of each collection vehicle dedicated to the Contract.

The Administrator may elect to inspect the Contractor's fleet at the Contractor's facility at least two weeks prior to the start of the waste management collection service to ensure there are adequate Collection Vehicles assigned for the Contract.

Appendix A contains a checklist of all the requirements that must be met prior to start up and their respective due dates.

5.5 Coordination Meetings

The Successful Proponent shall attend such meetings with Municipality staff as may be required by the Municipality to co-ordinate services affected by the Contract both prior to start-up and during the term of the Contract.

5.6 Innovation Clause

To ensure continuous improvement and best practices, the Successful Proponent shall attend meetings bi-annually, or as otherwise agreed upon, to present and discuss proposals for improvements to the effectiveness (percent of material being recovered) and efficiency (net cost of the materials recovered) of the Contract being delivered. At this time, both parties can bring forward and discuss possible Contract amendments. Any innovation Contract amendments will be at the sole discretion of the Municipality and agreed to by the Successful Proponent and subject to approval by Municipality Council.

5.7 Contractor's Base of Operation

Satisfactory to the municipality, the Successful Proponent shall maintain an office or base of operation during normal business hours (7:00 a.m. to 5:00 p.m.). The office/base of operation shall be equipped with telephones, computers (with high speed internet and email capability). The Successful Proponent shall staff the site during hours of operation of the contract to receive correspondence from the Administrator regarding contracting issues and to help carry out the work and corrective actions.

The base of operation shall have adequate parking space available to accommodate the parking requirements of the collection vehicle fleet and any other vehicles used in the administration of the Contract.

The Administrator may visit the Contractor's office from time to time to participate in meetings and to ensure that the facilities are adequately meeting the needs of the Contract.

The Proponent shall provide information regarding their office in their Technical Submission.

5.8 Scavenging

Under no circumstances shall the Successful Proponent's staff engage in scavenging of materials collected through the Municipality's waste collection programs or scavenge materials at the facility designated to receive the Municipality's materials.

5.9 Promotion & Education

The Municipality will be responsible for the design, production and distribution of all required promotion and education materials.

The Successful Proponent will participate in the operation of promotion and education campaigns to raise recycling and waste reduction awareness within the Municipality. Components of the promotion and education campaigns will include but are not limited to: contact with the public on collection routes (e.g. answering questions, providing information), use of stickers etc. to identify unacceptable items placed at curbside.

5.10 **Record Keeping & Reporting Requirements**

The Successful Proponent is to maintain a comprehensive record keeping program and submit reports to the Administrator concerning program operations. Table 1 details the record keeping and reporting requirements and their respective due dates.

Table 1: Record and Report Items

RECORD or REPORT ITEM	DUE DATE
Age of Vehicles Report each time a Collection Vehicle has a mechanical failure or is replaced.	Within fourteen (14) calendar days of the change.
Accidents All accidents MUST be accurately documented and reported (whether minor or major) involving the public or damage to private or public property within one (1) hour of occurrence.	Immediately (within one (1) hour of the incident).
Change in Route Maps Provide written records and copies of route maps for approval by the Municipality.	Seven (7) calendar days prior to the change.
Delay in Daily Service Provide notification to the Municipality, including details on the nature, cause, and expected duration of the event.	Immediately (within one (1) hour of the incident.)
Damage Claims Provide written records and copies of claims (for each occurrence) where damages have been sustained, and as they apply to the Contract.	Within two (2) business days of receipt of the record or claim.
Mechanical or Oil Spills Report any spills to the Spills Action Centre of the Ministry of the Environment (1-800-268-6060) in addition to the Administrator.	Immediately (within one (1) hour of the incident).
Routine Collection Issues & Corrective Actions Notify the Municipality of corrective measures taken to resolve routine collection issues such as missed stops, broken blue boxes/carts, etc. brought to the attention of the Successful Proponent by the Municipality.	End of Day or at a time agreed by the Municipality.
Non-routine Collection Issues & Corrective Actions Notify the Municipality of all non-routine collection issues such as incomplete routes, disagreements between a resident and a collector, etc. and the proposed corrective measures to be taken in response to the issue.	Immediately (within one (1) hour of the incident).
Commercial Vehicle Operator's Registration (CVOR) Provide evidence of a valid CVOR throughout the Contract.	Annually (February)
Certificate of Approval of a Waste Management System Provide evidence of a valid Certificate of Approval of a Waste Management System throughout the Contract.	Annually (February)
Resolved Claim Notification Provide written confirmation that all claims for damages from residents were resolved within thirty (30) days of the receipt of a claim.	30 days following the claim

6.0 COLLECTION VEHICLES

6.1 General

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

6.2 Age of Collection Vehicles

All collection vehicles used in the performance of the work are not subject to age requirements provided that collection vehicles are presentable, deemed mechanically sound, do not pose any sufficient environmental harm or damage, and do not violate any municipal, provincial, and federal laws.

6.3 Industry, Regulatory, Safety, Licensing & Other Standards

The Successful Proponent will have a valid Commercial Vehicle Operators Registration (CVOR), and the Overall Safety Rating must be satisfactory (audited or unaudited). The CVOR must be maintained in this standing with the Ministry of Transportation for the duration of the Contract. Similarly, the Successful Proponent will also hold in good standing, a valid Certificate of Approval for a Waste Management System with the Ministry of Environment as it is required for waste hauling activity.

Overall, collection vehicles to be used for the performance of service must conform to all current industry, regulatory, safety, licensing and other applicable standards as amended.

6.4 Physical and Mechanical Requirements

All collection vehicles must have fully enclosed steel bodies to prevent loss or spillage of the materials. Collection vehicles must also be mounted on an adequate truck chassis.

Collection vehicles must be capable of servicing all approved container types utilized by the Municipality, including both automated cart (toter) systems and any locations requiring manual collection.

6.5 Appearance of Collection Vehicles

It is expected that the collection vehicles will be maintained in a rust-free condition for the duration of the contract. Throughout the contract the Municipality will require the Successful Proponent to re-paint any or all collection vehicles not in a rust-free condition at the Contractor's expense.

The Successful Proponent will not carry advertising on the collection vehicles. Recycling and other waste management messages may be promoted on the collection vehicles with the approval of the Administrator.

The Successful Proponent shall at their own expense make arrangements for the exterior of all collection vehicles to be washed a minimum of once a week or as directed by the Administrator. The Successful Proponent shall also disinfect the inside and outside of the collection vehicles on a regular basis or as directed by the Administrator so as not to cause any offensive odours.

6.6 Provisional Item – Compaction Vehicles for Recycling Collection

Compacting or non-compacting vehicles may be used for Recycling Collection Service. Where Recycling Collection Vehicles capable of compaction are in use, the Successful Proponent will adhere to a maximum allowable compaction pressure equivalent to 2:1 for both the container and fibre streams.

6.7 Daily Supply of Collection Vehicles

The Successful Proponent shall license, operate and maintain at all times, a sufficient number of collection vehicles to properly maintain the satisfactory standard of service provided for in the contract.

The Successful Proponent is fully responsible for determining and providing the number of collection vehicles required to perform 100% of each day's collection within the designated times.

In the event of equipment breakdown, the Successful Proponent shall supply without any unreasonable delay, sufficient alternative equipment to complete the work in accordance with the terms of the contract.

In the event of any delay or anticipated delay in the performance of services due to any cause whatsoever, the Successful Proponent shall notify the Municipality immediately within one (1) hour of the event, providing details of the nature, cause, and expected duration of the delay.

If in the opinion of the Administrator, the Successful Proponent does not have adequate collection vehicles to properly provide service in accordance with this contract(s), the Administrator will have the right to require the Successful Proponent to increase the number of collection vehicles required, as determined by him or her, to ensure that the performance is in accordance with the terms of the contract. The Successful Proponent shall comply with the direction and shall not be entitled to additional compensation over and above the contract unit prices as a result of any requirements for these additional collection vehicles.

The Successful Proponent shall have access to a sufficient number of spare collection vehicles to dedicate to this contract to ensure that in the event of a breakdown, the collection continues to be performed in accordance with the terms of the contract. The Successful Proponent shall have access to at least one (1) spare garbage collection vehicle.

6.8 Maintenance of Collection Vehicles

Collection vehicles must be maintained in an exemplary condition and on a regular basis. The Successful Proponent is responsible for the maintenance, repairs and operating costs of the collection vehicles including fuel, lubrication, licensing, insurance, washing and storage. The Successful Proponent will maintain a record of all maintenance services performed on the collection vehicles and shall forward a copy of the record to the Municipality if requested.

The collection vehicles are to be properly constructed and maintained to eliminate the depositing of debris onto the street during collection and while traveling to the Material Recovery Facility and or to the Landfill or composting sites. Any collection vehicle found to be depositing debris as a malfunction of the vehicle shall be removed immediately from performing the work.

The Successful Proponent shall promptly repair all body damage such as scratches and dents to the satisfaction of the Municipality.

The Successful Proponent shall make every reasonable effort to ensure collection vehicles are empty of Materials at the end of the day.

The Municipality reserves the right to have any collection vehicle it deems not mechanically sound, clean or properly labelled removed from the work until such time as the collection vehicle is deemed mechanically sound, clean and properly labelled.

6.9 Additional Equipment for Collection Vehicle

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

Each collection vehicle will also be equipped with a spill kit that shall include absorbent material in the event of an oil, fuel, or hazardous material spill and a mat for the purpose of covering storm and sanitary sewers covers/ catch basins in order to prevent spills to these locations.

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

6.10 Alternative Fuels / Green Fleet Initiatives

Proponents who incorporate alternative fuels and other green fleet initiatives into their work shall identify so in the Proposal submission. The alternative fuels and, or green fleet initiatives must be fully explained in the work plan submitted.

7.0 STAFFING

7.1 Contract Supervision by the Contractor

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

7.2 Route Supervisor(s)

The Successful Proponent must have on duty on all collection days, (a) qualified supervisor(s), so as to ensure a courteous, prompt and efficient service for handling complaints. The route supervisor(s) will be available during all hours the trucks are carrying out the work. The supervisor(s) must have a vehicle that is capable of picking up material missed by any of the collection vehicle operators and which in the opinion of the Administrator is the responsibility of the contractor. The route supervisor(s) will be equipped with handheld devices which are capable of both telephone and email communication.

7.3 Customer Service Standards

Employees shall be polite, courteous and respectful towards the public at all times. The Successful Proponent shall employ for this work, only competent and skillful workers. The Successful Proponent shall further ensure that a high standard of service; courtesy and consideration is exhibited in all of its dealings with residents, visitors and the general public; and that it conducts all of its operations, including its administrative functions, with the utmost regard for enhancing public relations; and in recognition of the need to uphold and maintain the positive public image of the Municipality.

Specifically, the Successful Proponent shall ensure:

- worker compliance with the collection stipulations outlined for the collection contract,
- workers are well informed of the customer service standards expected of them, namely to be professional in attitude & appearance.

7.4 Customer Service Training

All staff retained by the Successful Proponent for this contract shall have appropriate, specialized training to ensure that they behave at all times in a polite, courteous and respectful manner while fulfilling their duties. The Successful Proponent will use this training to help prevent any of the following incidents from occurring:

- a. staff in possession of or under the influence of alcohol, illegal narcotics or controlled substances,
- b. unsafe practice
- c. use of foul, profane, vulgar or obscene language,
- d. exhibiting behavior that may reasonably be considered offensive and unacceptable customer service,
- e. solicitation of gratuities or tips from the public for services performed under the contract,
- f. refusal to collect and, or handle material placed out for collection in accordance with the contract
- g. deliberate or reckless destruction of private or public property;
- h. deliberate or reckless scattering, spilling, or disposal of collectable materials, non collectable items, or collection containers that have been set out by program participants;
- i. provision of any collection service by an employee who is not wearing an easily identifiable, neat, and clean uniform; and
- j. scavenging.
- k. collection of materials such as garbage that is not properly tagged.

The Administrator may bring, to the attention of the Successful Proponent, employee performance issues or any of the obligations under the contract or assess Liquidated Damages as noted in the Special Provisions, clause 8.19, where the Administrator, in his or her sole discretion, considers that any of the above incidents have occurred.

7.5 Health & Safety Standard

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

7.6 Health & Safety Training

The Successful Proponent shall provide training for employees and Sub-contractors (if applicable) involved with the contract. The training shall include but is not limited to, health and safety training, training on how to operate equipment and vehicles, and emergency response measures.

The Successful Proponent shall set up, maintain, and enforce safety policies and procedures for the protection of its staff and other persons involved with their operations.

The Successful Proponent shall provide the Administrator, one (1) month prior to start-up with written confirmation that all employees directly involved with the contract have undergone a complete safety training program before undertaking any activities for the contract. This written confirmation will be updated annually by the Successful Proponent as new employees are engaged. The safety training shall conform to the Contractor's policies and procedures. Documentation outlining the contractors training program (items covered) shall be provided to the Administrator for their review and approval. If in the opinion of the Administrator there are items missed from the contractors training program, the contractor shall include these items and document that the contractor's employees have been trained on the missed items.

7.7 Personnel Listing

The Successful Proponent shall provide the Administrator with a list of management and supervisory positions, including names of persons involved in the Collection Program operations, one (1) month prior to start-up and whenever there are changes to the list due to changes in personnel or the addition or deletion of positions. Included in the personnel listings will be the telephone numbers and email addresses for all administrative and supervisory staff that will be in contact with the Municipality.

8.0 COLLECTION PROGRAM SPECIFICATIONS**8.1 Collection Service****8.1.1 Garbage Collection Service**

Garbage will be placed in bags or garbage cans at the curbside for collection. The maximum number of bags or cans allowed per stop is four (4). The maximum weight per container of garbage is 20 kilograms (44 pounds). The municipality remains flexible to this maximum and is open to pricing options for a four (4) bag maximum and a six (6) bag maximum. There is an exception to the four (4) or six (6) bag or garbage can maximum the three weeks following Christmas when the successful proponent is expected to collect Christmas Trees.

Several materials are banned from curbside collection. These are:

- bulky items, e.g. furniture and oversized items
- appliances
- construction & demolition materials
- electronics
- tires

8.1.2 Leaf & Yard Material Service

Table 3: Leaf & Yard Acceptable Containers

Containers	Accepted
Clear Plastic bags	No
Compostable 'plastic-style' bags	Yes
Paper Bags	Yes
Reusable Containers (e.g. garbage cans)	Yes

When collecting, the Successful Proponent must ensure materials collection comply with the Acceptable Containers noted in the table above. If containers do not comply, the Contractor will be required to leave an information tag on the materials.

There is no limit to the amount of leaf & yard materials that can be set out. Individual containers must weigh less than 20 kilogram.

8.1.3 Bulky Item Garbage Collection

Bulky Item Garbage Collection is defined in the RFP. Residents shall contact the Contractor directly to request bulky item collection in advance of their regular collection day. The Contractor shall be responsible for collecting all bulky items identified at the time of the service request on the resident's scheduled garbage collection day..

8.2 Estimated Number of Tonnes to Collect

The quantities set out in this RFP are approximate only and are for the sole purpose of indicating to Proponents the general magnitude of the work and shall be used for the comparison of submissions upon which the award of the contract will be made.

The Municipality expressly disclaims any liability whatsoever arising from reliance or non-reliance on the data provided.

The estimated quantity of materials to collect in the first year of the Contract is identified in the following Table. Tonnages are based on quantities collected in 2025 and are estimated and may change over time with public education and program policy changes.

Table 4: *Estimated Tonnes to be collected in first year of contract (Garbage based on 4 bag Max)*

Location	Number of Households	Garbage	Leaf & Yard	Bulky Item Garbage
West Lorne	701	371	30	5
Rodney	554	337	20	3
Rural	1082	391	20	5
Total Estimated Tonnes Per Year	-	1099	70	13

8.3 Adding/Replacing Materials to Collect

The Successful Proponent agrees that should the Municipality wish to add materials to the Collection Programs, or make significant changes to the programs as noted above, they shall negotiate with the Municipality to determine the terms, if any, under which the Successful Proponent shall begin collection of these materials or implement the other significant changes.

The Municipality has the right to amend the definition of "garbage", "rubbish", "waste", "non-collectables" and related items at any time during the term of this contract. A change in the definition shall be evidenced in writing with at least thirty (30) days notice prior to the effective date of such change by the Designate to the Successful Proponent.

It shall be the responsibility of the Municipality to advise its residents within the collection area of any changes to the items that can be set out for collection under this paragraph and the effective date of the change. The Successful Proponent shall, upon the effective date of the change in the definition of any type of collectibles under the terms of this agreement, amend its collection practice to comply with new definitions.

After the first year of the contract a change in the quantity of total garbage collected by more than 25% (increase or decrease), per stop, in two (2) consecutive years, or at a reduced time frame if approved by the Administrator, may form the basis of a re-negotiation of the existing contract.

A change in the quantity of total leaf & yard material collection by more than 50% (increase or decrease), in two (2) consecutive years, or at a reduced time frame if approved by the Administrator, may form the basis of a re-negotiation of the existing contract.

8.4 Collection Locations & Numbers

The total number of locations to be served through the Collection Services at the start of the contract is estimated below. These numbers include residential stops, businesses, non-profit organizations, municipal facilities and schools that may participate in the collection program.

Table 5: Number of Collection Stops

	West Lorne	Rodney	Rural	Total
Households	701	554	1082	2237
Other: business, schools, churches, gas stations, etc.)	Included Above	Included Above	Included Above	Included Above
Total Collection Stops	701	554	1082	2237

These numbers should be taken as a base or estimate of the number of stops to be served by the Contractor. The Successful Proponent will be required to continually add or remove stops as households and other stops are added or deleted.

The unit price submitted by the Successful Proponent on the Form of Proposal will be used to calculate the incremental cost to add and delete stops to this contract. The Successful Proponent will be compensated for the additional stops on an annual basis.

8.5 Provisional Item – ICI Recycling Collection Service

- a) Collection of all acceptable Recyclables (two stream: fibres, containers) shall be made during weekdays of the scheduled collection week only according to the routes and schedules approved by the Municipality.
- b) Collection of all acceptable Recyclables (two stream: fibres, containers) shall be made during weekdays only according to the routes and schedules approved by the Municipality. The “Acceptable Recyclables” that shall be covered under this contract are listed and attached in Appendix B. Items may be added and, or deleted from the list as required by the Municipality during the term of the contract. There is no limit to the amount of recyclables permitted at each stop.
- c) Prior to the start of the contract period a standard schedule will be determined with the Contractor to the satisfaction of the Municipality. The contractor shall conform to the schedule that will be established for the contract period. If a change to the collection schedule is required by the Contractor or the Municipality both parties will work together to reorganize the established routes and provide adequate public notice where required.
- d) Recyclables placed in Blue Boxes, or similar rigid containers, shall be collected from any businesses and institutions identified by the Municipality to receive this service.
- e) The Contractor shall affix and/or drop off notices/stickers, supplied by the Contractor, informing program participants of any non-compliance with the ICI Recycling Collection Program while performing collection works under this Agreement. If the Municipality requires the Contractor to distribute additional notices beyond this, the Contractor will be paid additional funds based on the Contractor’s hourly rate for staff at the time
- f) The Contractor shall ensure that all recyclable materials collected under this contract are maintained as a distinct ICI stream and are not co-mingled with residential Blue Box materials or materials from other sources not covered under this agreement.
- g) Collection vehicles shall be either dedicated to the contracted services or operated under documented procedures that prevent cross-contamination, including route controls, vehicle cleanout protocols, and load traceability.

- h) The Contractor shall not collect additional materials or service other customers while operating on contracted routes unless expressly authorized and documented in a manner that maintains full compliance with Ontario's producer responsibility framework
- i) The Contractor shall deliver Acceptable Recyclables to the London Regional MRF only on days and during the facility's hours of operation, subject to as may be amended from time to time by the facility operators.
- j) Metric tonne recycling processing costs are to be paid by the Municipality and is outside the terms of this contract.
- k) All vehicles under the ownership and/or control of the Contractor and using the MRF shall have the driver inspect each load after it is dumped and remove all visible Non-Recyclables.
- l) All vehicles under the ownership and/or control of the Contractor shall follow all MRF operational protocols (e.g. unloading) and health & safety procedures while at the Facility.
- m) The maximum allowable compaction of Mixed Containers stream received at the MRF is a ratio of 2 or a density of 100 kg/m³, whichever is lower.
- n) The maximum allowable compaction of Mixed Paper Fibres stream received at the MRF is a ratio of 2.5 or a density of 375 kg/m³, whichever is lower.
- o) The Contractor shall meet the compaction requirements for both recyclable streams.
- p) The Contractor agrees to take all reasonable measures to delivery only "Acceptable Recyclables" and to deliver these materials in the correct Contract Stream. Businesses and institutions will be instructed by the Municipality of the Acceptable Recyclables and to separate Recyclables into the two streams. If residents have set out non-Recyclables, or have not separated their Recyclables into two-streams, the Contractor will be required to sort materials into the correct streams and to pick out non-Recyclables and replace them back into the Blue Box at the curbside, as well as provide documentation to the resident why the materials were left.
- q) The "Acceptable Recyclables Materials" shall be delivered loose (not in plastic bags) to the MRF.
- r) Residents will be advised of Acceptable Containers for use in the curbside collection. These are listed in the Table below.

Table 2: Acceptable Containers for Recycling Collection

Container	Acceptable
Blue Boxes Sizes range from 50 to 85 litre (approx.)	Yes
Rigid Plastic Containers similar in size and shape to Blue Boxes e.g. laundry baskets, Rubbermaid tote	Yes
Recyclables in clear Plastic Bags or transparent blue Plastic Bags	Yes
Recyclables in opaque Plastic Bags	No Contractor would tag and leave behind
Maximum Weight of per container with recyclables	20 kilograms (44 pounds)

8.6 General Operating Details for Collection

8.6.1 Garbage, Leaf & Yard Materials and Bulky Item Garbage

- a. At a minimum, the method of collection:
- b. must be collected with a packer collection vehicle
- c. must be fully capable of collecting garbage and Leaf & Yard Materials and in the Acceptable Container identified in this RFP
- d. must collect all material stipulated in the signed contract
- e. must ensure that when collecting from garbage cans, collection crews:
 - i. place any garbage can(s) lid(s) beside the location where the garbage can(s) are found
 - ii. return the garbage can(s) to approximately the same location in which they were found prior to collection, in an upside down position.
- f. must collect items at the curbside or roadside of a public roadway in approved containers
- g. cause the least possible disruption and inconvenience to vehicular traffic, pedestrian traffic and residences and, or businesses
- h. must ensure collected material is transported directly to the disposal or processing site identified by the Successful Proponent in this RFP.

8.6.2 Provisional Item – ICI Recycling

At a minimum, the method of collection:

- a. must be two (2) streamed by the contractor as required.
- b. must be collected with a recycling collection vehicle.
- c. must be fully capable of collecting recyclable materials set out in the containers identified in this RFP
- d. must collect all recyclable material stipulated in the signed contract.
- e. must ensure that when collecting from rigid containers, collection crews:
 - i. place properly sorted (i.e. two streamed) recyclable materials into the corresponding compartment in the recycling collection vehicle,
 - ii. separate improperly sorted (i.e. mixed streamed) recyclable materials into the appropriate two streams and place them into the corresponding compartment in the recycling collection vehicle,
 - iii. return non-recyclable material back into the Blue Box with a courtesy sticker. Return the Blue Box(es) to approximately the same location in which they were found prior to collection, in an upside down position. Blue Boxes will be left upright when they contain non-collectable items that have been refused by the contractor.
- f. must collect items at the curbside or roadside of a public roadway in approved recycling containers
- g. cause the least possible disruption and inconvenience to vehicular traffic, pedestrian traffic and residences and, or businesses
- h. must ensure collected material is transported directly to the designated Material Recovery Facility.

8.7 Information Line

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

Municipality staff will forward service requests prompted by calls to the Successful Proponent electronically or by telephone.

8.8 Returning Containers after Emptying

All containers used to set out materials will be replaced in approximately the same location in which they were found prior to collection, but in no case shall they be replaced on the traveled portion of the road, driveway, parking lot or the pedestrian portion of the sidewalk. Containers will be returned in an upside down position and, at no point, be placed as to block a driveway to a residence or business.

8.8.1 Provisional Item – Returning Recycling Containers after Emptying

Care shall be used not to damage the containers during collection and the Successful Proponent shall be responsible for all damage to blue boxes as a result of the work and will replace the damaged container with a new one of equal size and quality and deliver it, at their expense, to the address where the damage occurred.

8.9 Successful Proponent Not to Collect

The Successful Proponent is not required to collect;

Garbage

- Set-outs that have been identified by the municipality as acceptable to not collect. This may include, but is not limited to bulky items with garbage, over-weight containers, garbage over six containers
- When it presents a health risk to the collector (e.g. broken glass, hazardous material, bee/wasp problems)
- bags that are estimated to contain more than minimal amount of non-collectable materials

Leaf & Yard Material

- Set-outs that have been identified by the municipality as acceptable to not collect. This may include, but is not limited to material in plastic bags, over-weight containers
- When it presents a health risk to the collector (e.g. broken glass, hazardous material, bee/wasp problems)
- bags that are estimated to contain more than minimal amount of non-leaf & yard material

Bulky Item Garbage

- Set-outs that have been identified by the municipality as acceptable to not collect. This may include, but is not limited to carpet that has not been cut down, rolled and tied, over-sized items when the resident is not on hand to assist the collector
- When it presents a health risk to the collector (e.g. broken glass, hazardous material, bee/wasp problems)
-

Provisional Item – ICI Recycling

- Set-outs that have been identified by the municipality as acceptable to not collect. This may include, but is not limited to recyclables that are more than 50% contaminated with non-recyclables, recyclables in plastics bags, recyclables that have not been sorted into the two-streams identified in this RFP.
- When it presents a health risk to the collector (e.g. broken glass, hazardous material, bee/wasp problems)
- Set outs from residential addresses or addresses outside of the approved route.

The Successful Proponent will supply itself with courtesy stickers which will advise program participants of the reasons that the material set out has not been collected. Under no circumstance will the Successful Proponent provide written information to program participants that has not been approved by the Municipality.

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

Level 1 - Routine

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

- i) non-compliant material left behind
- ii) oversized container
- iii) overweight container
- iv) garbage not properly contained in cans or bags

Level 2 – Non-Routine

The Successful Proponent will report non-routine use of courtesy stickers. Reports will be submitted electronically to the Administrator and will include addresses and the nature of the problem. The reports will be submitted on a daily basis and will include information about:

- i) instances when the collector wishes to issue a courtesy sticker and there is no rigid container or material on which to affix it (i.e. the participant has used only garbage bags which are collected).

Level 3 – Hazardous Set-Outs

When a set-out presents a potential health risk to the collector or residents the Successful Proponent will notify the Municipality immediately (i.e. within one (1) hour) of the address and nature of the problem.

8.11 Missed Collection Stops by the Contractor and Late Set Outs by Residents

If the Successful Proponent misses one or more collection stops or part of a collection route or is asked to return for a late set-out, he or she will make every reasonable effort to collect the missed set out or late set out on the same collection day. If this is not possible, the missed or late set out will be collected on the following working day before 9 a.m. Liquidated Damages (Section 8.20) may apply for missed collections. What is “reasonable” or “possible” will be determined by the Administrator.

8.12 Spillage and Litter

The Successful Proponent is required to clean-up spillage and loose materials resulting from the work. The Proponent will not leave or deposit any material on any portion of the street, sidewalk, boulevard, or other private or public property. If the Successful Proponent is asked to return to clean-up unremediated spillage, he or she will make every reasonable effort to do so on the same day the complaint is received. If this is not possible, the spillage will be cleaned up on the following working day before 9 a.m. Liquidated Damages (Section 8.20) may apply for missed collections. What is “reasonable” or “possible” will be determined by the Administrator.

8.13 Mechanical or Oil Spills

The Successful Proponent will report, promptly to the Municipality, spills or discharges of pollutants or contaminants under the control of the Contractor. Such spills or discharges and their adverse effects are defined in the *Environmental Protection Act*, R.S.O. 1990 (EPA), as amended and all regulations thereto. The Successful Proponent shall comply with the requirements of the EPA including all notice requirements including notifying the Spills Action Centre of the Ministry of the Environment (1-800-268-6060).

In addition to the above requirements, any collection vehicles being operated will cease operation until the Contractor’s Supervisor arrives on site. Absorbent will be laid down immediately. As soon as the absorbent has had the desired effect, it is to be scraped from the road or affected property. If residue still remains the Successful Proponent will apply another layer of absorbent and repeat the process until

the site is in a clean and tidy condition. Failure to respond immediately to this kind of spill may result in damage to asphalt or other damage for which the Successful Proponent will be responsible.

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

8.14 Labour Dispute Contingency and Emergency Plans

The Successful Proponent agrees to provide a written Contingency Plan as to how it intends to perform its obligations under the contract in the event of a labour dispute, strike, slowdown or work stoppage involving employees of the Successful Proponent who are providing the services set out in the contract or employees of a permitted subcontractor.

The Successful Proponent also agrees to provide an emergency plan. The plan will detail those actions which the contractor will take to deal with emergency situations such as ice storms, extreme snowstorms, floods, fire or other natural disasters that would require deviation from normal operating procedures.

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

8.15 Provisional Item – Location of Material Recovery Facility

All recyclables shall be delivered by the Successful Proponent to a Material Recovery Facility proposed by the Successful Proponent and approved by the Municipality, provided that the facility can accept and process all materials referenced in Appendix B.

The Successful Proponent shall bear no charges for processing related to this contract at the processing facility to be used in the Contract.

8.16 Provisional Item – Weighing of Recyclable Material

Unless permission is obtained from the Administrator, all collected materials must be weighed separately for each route in each zone.

All collection vehicles carrying materials collected under the terms of this contract must cross the weigh scales and be weighed. The vehicle must clearly display the identification number supplied to the Municipality so that it can be easily recorded by the scale house operator. The driver of the collection vehicle must provide the collection zone and route number to the scale house attendant.

8.17 Provisional Item – Recycling Residue Management

The collection crews will make every reasonable effort to ensure that the collections are consistent with the specifications outlined in the Contract.

The allowable contamination rate for two-stream recycling collection is less than 5%. This means 95% or more of the materials, by weight, in the fibre compartment of the truck must be recyclable fibre materials, and 95% or more of the materials, by weight, in the container compartment of the truck must be recyclable container materials. If the residue rate is 5% or greater, the Municipality will be entitled to Liquidated Damages, Section 8.20, as described under Special Provisions in Section 8.20 Special Provisions.

8.18 Audits and Inspections

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

- Conduct periodic waste audits of the material being collected to determine the amount of non-compliant material being set out at the curbside.
- Survey any of the contractor's collection vehicles during collection to ensure the contractor's collection vehicles and the method of collection are in compliance with the requirements of the contract and any other legislation.

8.19 Special Provisions

The Successful Proponent acknowledges that the Municipality will experience increased administrative and operational costs in the event of the Successful Proponent's non-performance or poor performance of its contractual obligations. Accordingly, the parties agree that in view of the difficulty of ascertaining the actual losses which the Municipality will suffer by reason of the non-performance or poor performance of the Successful Proponent's contractual obligations, and in view of the fact that the accumulated effect of repeated incidents of non-performance or poor performance will increase costs to the Municipality, the parties hereby agree upon and fix as the liquidated damages that the Municipality will suffer by reason of said non-performance or poor performance, and not as a penalty, the amounts as set out in Sub-Section 8.19 of this RFP. The Municipality will assess liquidated damages for each instance of non-performance or poor performance identified in Section 8.20.

The Municipality may deduct and retain the amounts of such liquidated damages out of the monies that may be due or become due to the Successful Proponent under the Contract, i.e. deduction from the monthly invoice. The Administrator at its sole discretion may determine whether liquidated damages are to be applied. The Successful Proponent agrees to abide by the schedule of Liquidated Damages.

The Successful Proponent shall pay the Municipality the indicated amount per incidence of non-performance or poor performance on a monthly basis. Annually the number of incidences shall be accumulated. At the end of each fiscal year the number of accumulated incidences will start at zero again. The liquidated damages payable under this section are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Municipality. Without limiting the generality of the foregoing, the assessing of liquidated damages shall not prevent the Municipality from recovering from the Successful Proponent the amount of any damages incurred by the Municipality over and above the amount of the liquidated damages assessed (e.g. additional costs incurred by the Municipality from measures taken to ensure that the work is completed).

8.20 Schedule of Liquidated Damages

The Municipality accepts and acknowledges that with any new contract start up there will be areas/collections missed. Due to this it is not the intent of the Municipality to charge liquidated damages during the first three (3) months of the contract for missed collections. After the three (3) month start-up period, the Municipality reserves the right to impose liquidated damages as outlined in Table 6 for problematic levels of service provided by the contractor.

In addition to the start-up period there will be times (seasonal) when quantities may be excessive or weather conditions are problematic which may cause delay or missed collections. In this instance, and at the discretion of the Administrator, the Municipality may not impose liquidated damages. It will be expected that in the event of missed collections the contractor will re-attend the properties missed and collect the material without delay and request for additional payment.

Table 6 - Liquidated Damages

RFP Reference	Incident	Liquidated Damages		
4.7	Failure to perform collections within specified hours of work	\$100 / day, per route		
4.7 & 8.11	Failure to complete day's work (i.e. work carried over to the following day and/or 15 or more residential units missed).	\$500 on the first occurrence within a 6 month period	\$1,000 on the 2 nd consecutive collection day	\$1,500 on the 3 rd consecutive collection day
5.10 & 8.14	Failure to meet the Record Keeping & Reporting requirements.	\$500 / incident		
6.6	Failure to comply with compaction ratio or weight limits .	\$500 / truck		
6.8	Using vehicles dedicated to use under this Contract Agreement to collect waste material from a Private Account or making collections at other locations not approved by the Municipality.	\$500 / truck on the 1 st incident	\$1,000 / truck on the 2 nd incident	\$1,500 / truck on the 3 rd incident
7.3 & 7.4	Failure to meet the Customer Service Standards .	\$100/ incident		
7.5 & 7.6	Failure to meet the Health & Safety Standards	\$500 / truck on the 1 st incident	\$1,000 / truck on the 2 nd incident	\$1,500 / truck on the 3 rd incident
7.3 8.11 8.12	Failure to respond to complaints as directed by the Administrator (e.g. replace damaged blue box).	\$100/ incident		
8.11	Failure to return for Missed Collection as directed by the Administrator for less than 15 residential units missed per day.	\$50/ incident		
8.6	Failure to meet the General Operating Details for Collection.	\$100/ incident		
8.17	Failure to meet the Residue Management requirements.	\$300 per load		
5.8	Scavenging materials collected through the Municipality's waste collection programs.	\$1,500 / truck on the 1 st incident		

9.0 TRANSPORTATION PROGRAM SPECIFICATIONS

9.1 Processing & Disposal Locations

The Successful Proponent agrees to follow all procedures for off-loading materials at the processing and disposal facilities used under this Contract.

9.2 Location of Landfill Site(s)

All curbside garbage shall be delivered by the Successful Proponent to an approved and licensed landfill at the Proponent's discretion. Proponents shall identify in the Form of Proposal the location of the landfill site(s) that will be used for disposal of garbage.

The Successful Proponent shall bear all tipping fees and related costs associated with the disposal of garbage under this Contract.

9.3 Location of Composting / Processing Facility for Leaf & Yard Materials

All curbside leaf and yard materials shall be delivered by the Successful Proponent to an approved and licensed processing facility within the Municipality of West Elgin.

The Successful Proponent shall bear all processing fees and related costs associated with this material under the Contract.

9.4 Location of Disposal and/or Processing Facilities for Bulky Item Garbage

All curbside bulky item garbage shall be delivered by the Successful Proponent to an approved and licensed disposal and/or processing facility at the Proponent's discretion. Proponents shall identify in the Form of Proposal the location of the facility(ies) that will be used.

The Successful Proponent shall bear all disposal and/or processing costs associated with bulky item garbage under this Contract.

9.5 Transportation Requirements

The Successful Proponent shall:

- Provide all labour, equipment, and supervision necessary for the safe and efficient transportation of materials;
- Ensure all loads are properly secured and contained to prevent spillage, leakage, or littering during transport;
- Comply with all applicable legislation, including but not limited to environmental, transportation, and safety regulations;
- Ensure that vehicles used for transportation are suitable for the type of material being transported and are maintained in good working order; and
- Ensure that no material is transported in a manner that creates a nuisance, hazard, or environmental concern.

9.6 Scheduling and Coordination

The Successful Proponent shall coordinate transportation activities with collection operations and/or transfer station operations to ensure timely removal of materials.

All materials shall be transported from the collection point or transfer station within a timeframe acceptable to the Municipality so as to prevent:

- overflow conditions,
- odour issues, or
- operational disruptions.

9.7 Weighing and Reporting

The Successful Proponent shall ensure that all materials transported under this Contract are weighed at an approved scale, where applicable.

The Successful Proponent shall provide the Municipality with bi-monthly reports, in a format acceptable to the Administrator, including:

- tonnage by material type,
- date of delivery,
- destination facility, and
- any discrepancies or irregularities observed.

9.8 Spillage and Litter During Transportation

The Successful Proponent is responsible for the immediate clean-up of any spillage or litter resulting from transportation activities.

No material shall be left or deposited on any roadway, shoulder, boulevard, or private or public property. Clean-up shall be completed immediately upon occurrence or as soon as it is safe to do so.

9.9 Mechanical Breakdowns and Contingency

The Successful Proponent shall have sufficient backup equipment and resources available to ensure uninterrupted transportation services in the event of equipment failure.

In the event of a breakdown or delay, the Successful Proponent shall take immediate action to:

- secure the load,
- prevent spillage or environmental impact, and
- resume transportation as quickly as possible.

9.10 Alternate Facilities and Emergency Conditions

In the event that a designated disposal or processing facility is unavailable, the Successful Proponent shall transport materials to an alternate facility approved by the Municipality.

The Successful Proponent shall include such scenarios in its Contingency and Emergency Plans.

9.11 Compliance with Legislation

The Successful Proponent shall comply with all applicable Federal, Provincial, and Municipal legislation, including but not limited to:

- Environmental Protection Act (Ontario), as amended;
- Ontario Ministry of the Environment, Conservation and Parks requirements; and
- All applicable transportation and highway regulations.

10.0 EVALUATION CRITERIA

10.1 Methodology

The evaluation of Proposals will be conducted by an Evaluation Committee consisting of representatives of the Municipality, in accordance the Municipality's Procurement of Goods and Services Policy and the procedures described in this RFP.

The Municipality may be assisted by, and may consult with, various technical, financial and legal advisors in relation to any or all aspects of this RFP. The appointment of, and consultation by the Municipality with, any one or more of these advisors or consultants will be at the Municipality's sole and absolute discretion. The Municipality may use any such advisors and consultants in any way it, in its discretion, considers useful. All decisions on whether a submission to the RFP meets (or to what degree it meets) the stated requirements are decisions within the consensus of the Evaluation Committee.

Proponents are advised that any and all determinations and decisions made on behalf of the Municipality relating to this RFP and any submissions by Proponents, including without limitation, whether the submissions meet the Mandatory Requirements and the extent to which scoring and points are awarded, are within the Municipality's sole and absolute discretion and are final and binding without appeal whatsoever.

The Municipality reserves the right to request clarification information from Proponents on the content of their proposal at any time(s) after the RFP submission due date, including during the evaluation stage. The Municipality reserves the right at its sole discretion, to hold clarification meetings with some or all of the Proponents, including during the evaluation stage. All correspondence related to clarifications must be in writing via email. The Municipality is under no obligation to request that a Proponent provide missing or deficient information.

Proposal evaluation and selection of a preferred Proponent by the Municipality will follow a 5 -step process:

Step 1 – Opening of the Technical Submissions and the screening for Specified Mandatory Requirements.

Step 2 – For submissions meeting the Specified Mandatory Requirements, detailed Evaluation and Scoring of the Technical Submissions.

Step 3 – For submissions scoring 80% or higher on their Technical Submissions, opening of the Financial Proposals.

Step 4 – For Proposals reaching Step 3, determination of a combined technical and financial score out of 100. The combined technical and financial score out of 100 will be a weighted score based on a weighting of 45% for the Technical Submission and 55% for the Financial Proposal.

Step 5 – The best score from Part A, Part B, and Part C will be evaluated and compared to the best scores from Part D to determine the preferred Proponent(s).

Additional details on each of the above four steps are provided below.

10.1.1 Step 1 – Screening of Proposals for Specified Mandatory Requirements

- a) The purpose of this step is to screen out submissions that do not meet the Specified Mandatory Requirements (i.e. procedural and financial requirements). Proposals not clearly meeting the Specified Mandatory Requirements will be deemed non-responsive and will be given no further consideration.
- b) The Specified Mandatory Requirements are both procedural and financial.

The mandatory procedural requirements include:

- i. A Technical and a separately saved Financial Proposal file submitted using the supplied Forms in the Form of Proposal.

Please Note: The Technical Submission must not contain any price information. If more than one corporate entity is involved in the Proposal; the arrangements between the various entities must be clearly explained.

- ii. A copy of the Proponent's CVOR Abstract.

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

- iii. A copy of the Proponent's Certificate of Approval of a Waste Management System.

Please Note: A Certificate of Approval of a Waste Management System is required for waste hauling. A copy of an Certificates of Approval or Licensing shall be provided in the Technical Submission

The mandatory financial requirements include:

- i. The Digital Bid Bond, as specified in Section 14.5.
- ii. The Digital Agreement to Bond as specified in Section 14.5.

10.1.2 Step 2 – Detailed Evaluation and Scoring of Technical Submissions

- a) Only Proposals that have met all of the Specified Mandatory Requirements of Step 1 of the evaluation process will proceed to Step 2.
- b) Proposals will first be evaluated on technical merit without reference to cost or exceptions. Technical evaluations will be based on the criteria listed below. Technical Submissions will be scored out of 100% in accordance with the following criteria and weights:
 - Criterion 1. Project Team Experience and Capability: 30%
 - Criterion 2. Operational Details: 60%
 - Criterion 3. Proposal Quality: 10%

Proponents must achieve a minimum score of 75% in both Criterion 1 and 2 in addition to an overall combined score of 80% or greater for criterion 1, 2 & 3.

- c) Step 2 may include written requests for clarification from selected Proponents to obtain comparable information required for decision-making. Step 2 may also include a request for a clarification presentation from one or more Proponents and such a request does not oblige the Municipality to request a presentation from all Proponents. Requested references in the RFP will be used to validate information provided by the Proponent.
- d) Each criterion will receive a consensus score (see Section 10.2 for a complete listing of the items being evaluated).

Only those Technical Submissions that achieve an overall technical score of 80% or greater will have their Financial Proposal files opened. The Financial Proposal files for those Proponents not receiving a minimum technical score of 80% will not be opened and will be retained by the Municipality.

10.1.3 Step 3 – Opening of Financial Proposals

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

10.1.4 Step 4 – Determination of Combined Technical and Financial Scores

For those Proposals that reached Step 3, the technical score will be combined with the financial score to determine a combined technical and financial score out of 100. The combined technical and financial score out of 100 will be a weighted score based on a weighting of 45% for the Technical Submission and 55% for the Financial Proposal. The Proponent with the highest combined score would be recommended as the preferred Proponent.

10.1.5 Step 5 – Comparison of Combined Technical and Financial Scores

The best score from Part A and Part B will be combined using a weighted average (two-thirds for Part A and one-third for Part B).

10.2 Evaluation & Scoring of Technical Submissions

CRITERIA DESCRIPTION
<p>A. EXPERIENCE The evaluation will consider the Proponent's general waste management experience over the past 10 years including the following:</p> <ul style="list-style-type: none">• The experience to undertake the collection service(s) as specified in the RFP document• Value of past and current contracts• Size of past and current contracts (number of units served, weekly tonnages)• Operational year and duration of contracts (including any extensions)
<p>B. REFERENCES The evaluation shall consider reference information received by the Municipality, based on the Proponent's past and current waste management activities over the past 10 years, as well the Proponent's prior record as a contractor to the Municipality (if applicable).</p>

10.2 Evaluation & Scoring of Technical Submissions...cont'd

2.0 OPERATIONAL DETAILS
2.1 VEHICLES
<p>A. TYPE OF VEHICLE(S) AND EQUIPMENT The Proponent shall provide information on the type of vehicle(s) and equipment to be utilized for the work specified in the RFP. Criteria to evaluate vehicle(s) and equipment include the following:</p> <ul style="list-style-type: none"> • Make and model of vehicles and the services to be provided by the Collection Vehicles
<p>B. QUANTITY AND SIZE The Proponent shall provide information on the quantity and size of the Collection Vehicles to be utilized for the Work described in the RFP. Criteria to evaluate the vehicles includes the following:</p> <ul style="list-style-type: none"> • Number of collection vehicles and equipment to carry out the Work as defined in the RFP • Sufficient information provided on spare vehicles and equipment to carry out the work as defined in the RFP collection program, including adequate numbers, types and colour to carry out the work as defined in the RFP • Capacity of Collection Vehicles • Compartment capacity of Recycling Collection Vehicles (if applicable)
<p>C. AGE</p> <ul style="list-style-type: none"> • Not subject to age provided collection vehicles are mechanically fit
<p>D. FUEL AND ENVIRONMENTAL ISSUES Incorporation of environmental considerations in the Proponent's Proposal such as:</p> <ul style="list-style-type: none"> • Alternative Fuels • Green fleet initiatives
<p>E. ONE CONTRACTOR FOR ALL SECTIONS</p>

10.2 Evaluation & Scoring of Technical Submissions...cont'd

2.0 OPERATIONAL DETAILS CONTINUED
2.2 WORKPLAN
A. The Proponent shall provide information on the proposed Work Plan to be used for the services outlined in the RFP. Criteria to evaluate the Work Plan include the how service will be provided, estimated number of stops per route, etc.
B. Organizational structure and staffing plan including number of staff
C. FLEXIBILITY OF WORK PLAN <ul style="list-style-type: none"> • Flexibility to accommodate changes in legislation that potentially could change service delivery • Flexibility to respond to fluctuations in waste streams, in both quantity and type.
D. VEHICLE MAINTENANCE PLAN <ul style="list-style-type: none"> • Information on Commercial Vehicle Operator's Registration (CVOR)
E. CONTINGENCY PLANS THAT ADDRESS: <ul style="list-style-type: none"> • Bad weather resulting in inability to complete day's route. • Collection vehicle failure resulting in inability to complete the day's route. • Labour Dispute by the Proponent's employees or the employees of the sub-contractor. • Increased material quantities in early January due to Christmas holidays and longer period between collections due to the different day collection cycle.
2.3 PROPONENTS FACILITIES
A. The Proponent shall provide information on Facilities to be utilized for the Work specified in the RFP. The evaluation will consider the sustainability of the proposed Facilities, travel/response time for vehicle maintenance and contingency plans to address collection delays/response times if the Facilities are not located in London. The evaluation will also consider if the Facilities satisfactorily meets the locations and size requires for the office(s) and yard for offices and yard for storage of the fleet

10.2 Evaluation & Scoring of Technical Submissions...cont'd

3.0 PROPOSAL QUALITY
<p>A. CLARITY The Proposal clearly identifies the scope of work offered and clearly describes how the Proponent proposes to satisfy the requirements set out in the RFP. All information is complete and presented in a clear, concise, and well-organized manner. The Proponent has provided a clear table of contents for proposal submissions and/or forms for completion particularly for significant elements.</p>
<p>B. UNDERSTANDING THE MUNICIPALITY'S REQUIREMENTS The Proposal demonstrates an understanding of specific goals and objectives as described in the RFP. The Proponent demonstrates a clear commitment in terms of assigning resources to fully support the Projects described in the RFP.</p>
TOTAL PROPOSAL QUALITY SCORE
1.0 PROJECT TEAM EXPERIENCE & CAPABILITY
2.0 OPERATIONAL DETAILS SCORE
3.0 PROPOSAL QUALITY
OVERALL TOTAL

11.0 RFP SCHEDULE

The following is a tentative schedule to assist Proponents:

EVENT	DATE
Request for Proposal Release	April 17, 2026
Deadline to receive Enquiries	May 11, 2026
Will respond to Enquiries by	May 11, 2026
Proposal Close	May 15, 2026
Evaluation of Proposals Submissions	Week of May 18-22, 2026
Presentation and Interviews, <u>if required</u>	Week of June 1, 2026

12.0 SUBMISSION INSTRUCTIONS

12.1 Closing Date and Time

Proponents may submit their proposal electronically via email, including one (1) signed copy of the Request for Proposal, clearly identified in the subject line as “**Request for Proposal – Waste Management Collection Services**” to:

Terri Towstiuć, Manager of Community Services/Clerk
The Municipality of West Elgin
clerk@westelgin.net

Respondents are solely responsible for ensuring bids are received by the Municipality of West Elgin by 2:00pm on **May 15 2026**. Failure to submit a signed copy of the Form of Proposal will result in your proposal being rejected.

12.2 Late Submissions

Proposals received later than the specified closing time will be returned, unopened, to the proponent.

12.3 Period of Acceptance

The Proposal submission is to remain firm for acceptance for a period of one hundred-eighty (180) days from the date of closing.

12.4 Inquiries

Inquiries regarding this RFP are to be directed **by email** to:

Dave Charron, Manager of Infrastructure and Development,
Municipality of West Elgin
dcharron@westelgin.net

- a. Inquiries must not be directed to other staff or elected officials of the Municipality. Directing inquiries to other than the person noted above will result in your submission being rejected.
- b. All inquiries are to be sent via email to the individual mentioned above. No clarification requests will be accepted by telephone. Responses to clarification requests will be provided to all Proponents in writing in the form of Addenda which will be circulated to proponents by email only.
- c. The Municipality assumes no responsibility for any verbal (spoken) information from any Municipality staff or from any Consultant firms retained by the Municipality, or from any other person or persons who may have an interest in this Proposal. Amendments or changes to this Proposal prior to the closing date and time stated herein will only be in the form of written addenda and said addenda will be issued by the Administrator of the Municipality. Any Addendum will be sent to each proponent by email. It is the Proponent's sole responsibility to ensure that it has reviewed and informed itself of any posted Addendum. **FAILURE TO ACKNOWLEDGE RECEIPT OF ALL ADDENDA ON THE FORM OF PROPOSAL WILL RESULT IN YOUR BID BEING REJECTED**
- d. Each Proponent must review all proposal documents and promptly report and request clarification of any discrepancy, deficiency, ambiguity, error, inconsistency, or omission contained therein. Any such request must be submitted to the Municipality in writing, by email, prior to May 11, 2026.
- e. Where a request results in a change or a clarification to the proposal, an Addendum will be

prepared and issued. No Addendum will be issued within the forty-eight (48) hours prior to closing - not including Saturdays, Sundays and Statutory Holidays observed by the Municipality

12.5 Rights Reserved by the Municipality

- a) The Municipality is not liable for any costs incurred by the Proponent in the preparation of their response to the RFP or selection interviews, if required. Furthermore, the Municipality shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the Municipality of any proposal, or **by reason of any delay in the award of the proposal.**
- b) **The lowest proposal will not necessarily be accepted.** The Municipality reserves the right to accept/reject any or all proposals and/or reissue the RFP in its original or revised form.
- c) The Municipality reserves the right to request specific requirements not adequately covered in their initial submission and clarify information contained in the RFP.
- d) The Municipality reserves the right to modify any and all requirements stated in the RFP at any time prior to the possible awarding of a contract.
- e) The Municipality reserves the right to cancel this RFP at any time, without penalty or cost to the Municipality. This RFP should not be considered a commitment by the Municipality to enter into any contract.
- f) In the event of any disagreement between the Municipality and respondent regarding the interpretation of the provisions of the RFP, the Administrator or an individual acting in that capacity, shall make the final determination as to interpretation.

12.6 Treatment of Information

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

13.0 TECHNICAL SUBMISSIONS REQUIREMENTS

13.1 General

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

13.2 Specific Requirements

Your proposal submission must include the following information (detailed in Section 13.2.1 through 13.2.8 below) for each part of Work being proposed. If the information differs between Parts the exceptions or additional information must be so noted.

1. Experience & References
2. Staff Requirements
3. Subcontractors
4. Proponent's Company Size
5. Vehicle Information
6. Work Plan
7. Proponent Facilities

13.2.1 Experience & References

The Proponent is to describe their general waste management experience in Ontario over the last ten (10) years that has prepared them to undertake waste management collection particularly, garbage, yard material, and fall leaf collection services as specified in the RFP document (no more than one (1) page).

The following information is to be included for past and current waste management collection service contracts over the last ten (10) years. Please only include information for contracts. For non-applicable items, indicate N/A. The Municipality shall not be included in the list of previous or current contracts.

- Client Name, Address, Contact Name and Phone Number
- Services Provided including frequency i.e. weekly, bi-weekly
- Number of units serviced and weekly tonnage collected
- Service Responsibilities
- Collection Methods i.e. manual, automated, semi-automated
- Operational year(s) and duration of the contract, including contract extensions
- Vehicle Information, i.e. number, type
- Number of Employees

- Approximate annual value of the contract
- Involvement of Subcontractors, if applicable
- Additional information, i.e. management of other contracts of similar size and scope, be sure to include dates of service and customer contact info

The Municipality reserves the right, in its absolute sole discretion, to contact one or more of the named contact persons to receive reference information for evaluation purposes. The Municipality may also contact other representatives of the same company or organization for whom the work was performed by the Proponent. The Municipality may contact representatives in Municipality that are not listed as references where the Proponent has held contracts. Where applicable, the Municipality will also consider the prior record of the Proponent as a contractor to the Municipality when evaluating reference information.

13.2.2 Staff Requirements

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

- **Management**
 - Name(s)
 - Experience/Professional Qualifications/Designations
 - Responsibilities
- **Collection Service Staff**
 - Total number of staff, number of full-time employees, number of temporary employees, number of Collection Vehicle operators (drivers), number of collection staff (throwers)

13.2.3 Subcontractors

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

13.2.4 Proponent's Company Size

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

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

13.2.5 Vehicle Information

The following information is required in regards to the quantity and size of vehicles to be used in performing the Work specified in the RFP. If the fleet differs between the Parts of Work (A through E) the differences need to be clearly identified (i.e. Part A, Option 1, etc.).

- Collection Vehicles:
 - Make(s)

- Model(s)
- Type
- Total number of Collection Vehicles:
 - Total number of used Collection Vehicles in the proposed fleet (excluding spares). Please include the age of these Collection vehicles as the start of the contract.
 - Total number of spare Collection Vehicles to be available to carry out the work. Please also indicate the age of each spare vehicle as the start of the contract.
 - Number of other vehicles to be used to carry out the work (i.e. pick-up truck(s) for Route Supervisor)
- List and describe any other equipment to be used to carry out the work
- Overall maximum capacity of Collection Vehicles for each service (tonnes, volume)
- Approximate material density (taking into account compaction if compacting vehicles are used)
- Describe the green fleet initiatives (if any) to be undertaken in carrying out the Work
- If Alternative Fuels are to be used in carrying out the Work please indicate which fuel will be used
- Additional information

13.2.6 Work Plan

A detailed Work Plan must be included for all Parts of Work identified in the RFP. The Work Plan should include but is not limited to the following information:

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

13.2.7 Proponent Facilities

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

13.2.8 Facilities to be used in this Contract

Proponents are to identify the facilities to be utilized for the work specified. Information such as type of facility (i.e. landfill or organics processing), name of facility, location and contact person.

14.0 REQUIREMENTS AT TIME OF CLOSING

Proponents are required to submit the following data with their proposal. FAILURE TO DO SO SHALL RESULT IN THE PROPOSAL BEING REJECTED.

1. Form of Proposal – Technical Submission
3. Form of Proposal - Financial Proposal
4. Certificate of Approval
5. Commercial Vehicle Operators' Registration (CVOR)
6. Digital Bid Bond in the amount of 10% of the Year 1 total proposed price
7. Digital Agreement to Bond

14.1 Form of Proposal – Technical Submission

The Form of Proposal provided must be completed, signed, and submitted electronically as a PDF document. The title of the PDF file must clearly identify the document as the **Technical Submission** and include the name of the Proponent.

14.2 Form of Proposal – Financial Proposal

The Financial Proposal provided must be completed, signed, and submitted electronically as a PDF document. The title of the PDF file must clearly identify the document as the **Financial Proposal** and include the name of the Proponent.

14.3 Certificate of Approval

Proponents are required to submit a copy of their provisional Certificate of Approval as authorized and issued by the Ministry of the Environment in the form of a PDF file.

14.4 CVOR

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

14.5 Bid Bond and Agreement to Bond

- a) Proponents shall submit a digital bid bond with their proposal in the amount of 10% of the proposed annual price for Year 1 of the contract.
- b) Each Tender must be accompanied by an Agreement to Bond completed and executed by the Bidder's Surety. The Agreement to Bond shall provide for a Performance Bond for 100% of the Contract Total and a Labour and Material Payment Bond for 50% of the Contract Total.
- c) All Bonds shall be from a Surety Company authorized by law to carry on business in the Province of Ontario, in favour of the Corporation of the Municipality of West Elgin. Bonds must be irrevocable and open for bid acceptance for at least sixty (60) days from the date of bid closing.
- d) Each submission must be accompanied by a digital Bid Bond and a digital Agreement to Bond. The Municipality will only accept submissions that include both the Bid Bond and Agreement to Bond in an electronically verifiable/enforceable (e-Bond) format.
- e) For more information regarding e-Bonds bidders are encouraged to contact their surety company or visit the Surety Association of Canada at the following link: <https://suretycanada.com/SAC/SAC/Surety-Bonds/E-Bonding.aspx>
- f) All instruction details for accessing authentication should be included with the Bond. Note: A scanned pdf copy of a Bid Bond or an Agreement to Bond are not acceptable.

- g) Where a surety provides the Bid Bond and Agreement to Bond in a single zipped file download, bidders shall send this file to the Administrator, in the bid submission file labelled "Bid Bond and Agreement to Bond". Proponents are cautioned not to alter the file in any way prior to sending as this could affect the electronically verifiable/enforceable format.
- h) Where a surety provides the Bid Bond and Agreement to Bond separately, proponents shall create a single zip file (see Bidding System instructions on how to create a zip file) containing both the Bid Bond and Agreement to Bond and upload the zipped file to the file labelled "Bid Bond and Agreement to Bond".
- i) Do not merge electronic bond files manually.
- j) Any costs associated with e-Bonds are the responsibility and cost of the bidder. No interest will be paid on any bid bond.
- k) Bid bonds, with the exception of the two (2) highest ranked proposals will be released, and the surety and principal discharged from all obligations thereunder, within three (3) weeks, unless otherwise determined by the Administrator after the proposal opening. The two (2) remaining deposits will be released following the award of the proposal by Municipal Council. Where terms and conditions of a proposal require the execution of an agreement, the two (2) remaining bonds will be released upon execution of the agreement.

15.0 REQUIREMENTS AT TIME OF EXECUTION

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

1. Performance Security in the form of an Executed Bond
 - Performance Bond in the amount of 25% of the successful Proponent's year one (1) annual price,
 - OR
 - Irrevocable Letter of Credit in the amount of 25% of the successful Proponent's year one (1) annual price,
2. Insurance Documents
3. Clearance Certificate from the Workplace Safety and Insurance Board
4. Safety Policies and Procedures and Related Documentation
5. Executed Legal Agreement in a form satisfactory to the Municipality.

If the successful Proponent for any reason, defaults or fails in any matter or thing referred to under "Requirements at Time of Execution", the Municipality shall be at liberty to retain the money deposited by the successful Proponent for use by the Municipality as liquidated damages. In the event of default, the Municipality reserves the right to accept any other bid, advertise for new proposals or carry out the work in any way as the Municipality may, at its sole discretion, deem best.

15.1 Executed Bond

- a) The successful Proponent shall be required to submit to the Municipality a Performance Bond guaranteeing the full and faithful performance of the work, in an amount of 25% of the successful Proponent's price.
- b) The bonds shall be those as issued by a bonding agency licensed to operate in the Province of Ontario, and only on the Municipality standard Form of Bond. **OR** an Irrevocable Letter of Credit from a recognized Financial Institution in the amount of 25% of the successful Proponent's price, in a form acceptable to the Municipality Treasurer.
- c) The successful Proponent shall not commence work until such time as the requested Bond/Letter of Credit has been approved by the Municipality Treasurer.
- d) The Irrevocable Letter of Credit shall act as guarantee that the successful Proponent will perform the work contemplated herein. If the successful Proponent expressly or by implication repudiates the contract herein, the Municipality may terminate the contract immediately upon written notice and immediately draw upon the Irrevocable Letter of Credit as liquidated damages. Notwithstanding the above, the Municipality shall retain any other right which it may have in law to claim for any and all damages which it may suffer as a result of the successful Proponent's breach of the provisions set forth in the contract.

15.2 Insurance and Indemnification

The successful Proponent shall at its own expense obtain and maintain until the termination of the contract, and provide the Municipality with evidence of:

- a. Comprehensive general liability insurance on an occurrence basis for an amount not less than five million (\$5,000,000) dollars and shall include the Municipality as an additional insured with respect to the successful bidders operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses.

- b. Automobile liability insurance for an amount not less than five million (\$5,000,000) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this Agreement.
- c. Environmental Impairment liability insurance covering the work and services described in this Agreement including coverage for loss or claims arising from contamination to third party property or bodily injury during transit. Such policy shall provide coverage for an amount not less than one million (\$1,000,000.) dollars and shall remain in force for twelve (12) months following completion of work.

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

- d. The successful Proponent shall not commence work until satisfactory evidence of insurance has been filed with and approved by the Risk Management Division of the Municipality. The successful Proponent shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date of the duration of the contract.
- e. The successful Proponent shall indemnify and hold the Municipality harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees occasioned wholly or in part by any acts or omissions either in negligence or nuisance whether wilful or otherwise by the Proponent, its agents, officers, employees or other persons for whom the Proponent is legally responsible.

15.3 Workplace Safety & Insurance Board

- a) The successful bidder shall furnish a WSIB Clearance Certificate indicating their WSIB firm number, account number and that their account is in good standing. This form must be furnished prior to commencement of work, every sixty (60) days or upon receipt of a Clearance Certificate from WSIB throughout the contract and must be submitted with final invoice before payment is made. The successful bidder further agrees to maintain their WSIB account in good standing throughout the contract period.
- b) If the successful bidder is a self – employed individual, partner or executive officer who does not pay WSIB premium and is recognized by WSIB as an ‘independent operator’ a letter from WSIB acknowledging independent contractor status and confirming that WSIB cover is not required must be provided to the Municipality prior to commencement of work.

15.4 Safety Policies and Procedures and Related Documentation

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

- a. Their written health and safety policy and program where required under Section 25 (2) (j) of the Occupational Health and Safety Act. Where not required under 25(4), Proponents are asked to provide procedures or a written description of safety practices applicable to the work to be performed under the contract.
- b. They may be required to provide additional documentation/ policies / procedures as applicable and as outlined in the contract requirements. These additional requirements, if any, will be found in the contract document.

15.5 Contract Document

Executed a Contract Document in triplicate in a form satisfactory to the Municipality.

16.0 TERMS AND CONDITIONS**16.1 Contract Period**

The term of the contract will be for a period of seven (7) years, commencing August 1, 2026 with an option to renew for two (2), one (1) additional year periods, for a total contract period up to nine (9) years.

16.2 Renewal

- a) The Municipality, at its absolute sole discretion, has the option to renew the contract for a further one (1) year period.
- b) In determining whether to renew the contract, the Municipality will consider the following, but not be limited to performance, price and value.

16.3 Taxes

Harmonized Sales Tax – Extra.

16.4 Inflation Adjustments

The contract price will be adjusted for inflation annually on the anniversary of the contract start date beginning in year 2 of the contract. Annual adjustments will be made based on Statistics Canada, Consumer Price Index for Ontario, using the formula:

$$\text{Adjusted Unit Rate Payable} = \text{Unit Rate (from Form of Proposal)} \times \frac{\text{CPI Year Y}}{\text{CPI 2026}}$$

Where CPI Year Y and CPI 2026 are the Consumer Price Index for the year in question and 2026 respectively. The Consumer Price Index will be equal to the Consumer Price Index for Ontario all-items, by Statistics Canada as found on <http://www.statcan.gc.ca/tables-tableaux/sum-som/l01/cst01/cpis01q-eng.htm>.

Note that the above link may change.

The formula to be used for the second year of this contract is below and will be in place effective August 1, 2026 to July 31, 2027.

$$\text{Adjusted Unit Rate Payable} = \text{Unit Rate (from Form of Proposal)} \times \frac{\text{CPI 2027}}{\text{CPI 2026}}$$

An example of how the Consumer Price Index will be applied is shown below

- Unit Price for recycling collection was \$40 per stop per year (submitted by successful proponent)
- The Contract start date is March 1, 2012
- An adjustment to the unit rate will be made effective March 1, 2013

The formula to be used is:

$$\text{Adjusted Unit Rate Payable for Year 2 of contract} = \$40 \times \frac{\text{CPI 2027}}{\text{CPI 2026}}$$

- CPI for 2026 is 120.1
- CPI for 2027 is 121.8
- Therefore the new unit rate = \$40.57 as shown below

$$\$40.57 = \$40 \times \frac{121.8}{120.1}$$

If inflation is less than zero the change will be zero.

16.5 Per Stop or Unit Cost for Contract Additions / Deletions

The Successful Proponent, upon notification, will assume the responsibility for collection services as soon as any new homes, or other stops are ready for service as determined by the Municipality. Annually, the number of stops for the upcoming year will be adjusted based on the permits for new home construction or demolition for the previous year.

16.6 Invoices & Documentation

The Successful Proponent shall submit an invoice to each of the Municipality at the end of each month representing billing for the Work done for the previous month. The invoice will contain all required data to support that the Contract has been completed.

The Successful Proponent shall also submit documentation on a monthly basis to accompany the invoice. Documentation will include an Excel spreadsheet, in the format provided by the Municipality, which summarizes all material collected by zone and route. A copy of this unlocked spreadsheet is to be emailed to the Municipality each month.

16.7 Payment

16.7.1 Curbside Garbage Collection

The Successful Proponent shall be entitled to receive monthly payments using the following formula:

$$\text{Monthly Payment} = \frac{\text{Unit Rate For Garbage Collection (from Form of Proposal)} \times \text{Number of Stops}}{12}$$

16.8 Monies Due to the Municipality

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

16.9 Payment Prior to Start of Contract

The Successful Proponent is not eligible for any payment prior to the start-up of the Contract.

When payment is made to the Successful Proponent, they shall promptly pay to every subcontractor employed any amount properly due such subcontractor on account of Work covered by the Contract.

The Municipality shall not be liable for, or be held to pay, any money to the Successful Proponent except as provided above; and on making the complete payment aforesaid, the Municipality shall be released

from all claim or liability to the Successful Proponent for anything done, or furnished for, or relating to the Contract, or for any act or neglect of the Municipality relating to the Work, except the claim against the Municipality of the remainder, if any, of the amounts kept or retained as provided above.

16.10 Interest

The Successful Proponent shall not be entitled to any interest upon any bill for extra work on account of delay in its approval by the Administrator.

16.11 Disputes

In cases of disputes as to whether or not the service submitted meets the conditions in the accepted proposal, the decision of the Administrator for the Municipality shall be final and binding on all parties.

16.12 Assignment

Following award of the contract, the Successful Proponent shall not, without written consent of the Administrator, make any assignment or any subcontract for the execution of any service or product hereby proposed. The consent of the Administrator may be arbitrarily withheld.

16.13 Compliance with the Accessibility for Ontarians with Disabilities Act, 2005

The Contractor shall ensure that all its employees, agents, volunteers, or others for whom the Contractor is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with Section 4.2 of Ontario Regulation 191/11 (the "Regulation") made under the Accessibility for Ontarians with Disabilities Act, 2005, as amended the "Act"). The Contractor shall ensure that such training includes, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 4.2 of the Regulation. The Contractor shall submit to the Municipality, as required from time to time, documentation describing its customer service training policies, practices and procedures, and a summary of its training program, together with a record of the dates on which training was provided and a list of the employees, agents volunteers or others who received such training. The Municipality reserves the right to require the contractor to amend its training policies to meet the requirements of the Act and the Regulation.

16.14 Changes in Law

The parties acknowledge that performance of the obligations required hereunder may be affected by changes in applicable laws of the Province of Ontario. In the event of a change in applicable legislation that results in a material impact on the performance of any act required by this Agreement, the Parties shall renegotiate the provisions of this Agreement to achieve mutually acceptable terms for the performance of acts required hereunder. If the Parties are unable to agree on the revised terms and conditions either Party may submit the dispute to arbitration in accordance with the provisions of the Arbitration Act S.O. 1991, C. 17.

16.15 Exclusion of Proponent in Litigation

- a) The Municipality may, in its absolute discretion, reject a proposal submitted by a Proponent if the Proponent, or any officer or director of the Proponent is or has been engaged, either directly or indirectly through another corporation, in a legal action against the Municipality, its elected or appointed officers and employees in relation to:
 - i. Any other contract or services; or
 - ii. Any matter arising from the Municipality's exercise of its powers, duties, or functions.

- b) In determining whether or not to reject a proposal under this clause, the Municipality will consider whether the litigation is likely to affect the Proponent's ability to work with the Municipality, its consultants and representatives, and whether the Municipality's experience with the Proponent indicates that the Municipality is likely to incur increased staff and legal costs in the administration of the contract if it is awarded to the Proponent.

16.16 Exclusion of Proponent Due To Poor Performance

The Administrator shall document evidence and advise in writing where the performance of a supplier has been unsatisfactory in terms of failure to meet contract specifications, terms and conditions or for Health and Safety violations.

16.17 Termination of Contract

16.17.1 Termination initiated by Municipality: Should the Contractor fail or neglect to commence or execute the work described in this contract in a diligent fashion, or should the contractor become bankrupt or insolvent, commit any act of insolvency, abandon the work, or fail to observe and perform any of the provisions of this contract, the Municipality shall notify the Contractor in writing of the deficiency. If the Contractor fails to remedy the deficiency or modify operations to eliminate the deficiency within 5 working days the Municipality may order the contractor to discontinue all work under the contract and the Corporation may then employ such means as deemed necessary to complete the work. In such as case the Contract shall have no claim for any loss or damages resulting from the work being taken out of control of the Contractor. The Contractor shall be responsible for all costs for loss, damage or other related costs which may be suffered by the Municipality by reason of such default, bankruptcy, insolvency or act of insolvency. If such loss to the Municipality is in excess of the amount which the municipality would normally be paying for the successful execution of the contract, the Contractor shall be responsible for the amount of the excess. The Municipality will either deduct the amount of this excess from any monies owing the Contractor or utilize the sureties in place for the amount of the excess. If the amount owing or which is being held as security is exceeded by the cost of remedying the default the Municipality reserves the right to recover any increased costs by whatever legal means it sees fit.

16.17.2 Termination initiated by Contractor: If the Contractor finds it necessary to terminate the contract, the Contractor shall provide the Municipality in writing, with a minimum of twenty six (26) weeks notification of said termination, The Municipality reserves the right to draw on the monies owing or to utilize the sureties in place for any increased costs suffered by the Municipality to have a subsequent contract in place. If the cost of remedying the breach of contract by the contractor exceeds the monies owing or the sureties in place, the Municipality reserves the right to take whatever legal action necessary to recover its increased costs.

17.0 FORM OF PROPOSAL

AT LEAST ONE SIGNED ORIGINAL OF THIS FORM OF PROPOSAL MUST BE INCLUDED IN YOUR SUBMISSION

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

Failure to acknowledge all addenda will result in your proposal being rejected.

COMPANY NAME: _____

ADDRESS: _____

CITY/PROVINCE: _____

POSTAL CODE/ZIP CODE _____

AUTHORIZED SIGNATURE: _____ TITLE _____

I/WE are authorized to bind the COMPANY/CORPORATION

NAME (Please print or type): _____

TELEPHONE NUMBER () _____ FAX NUMBER () _____

HST REGISTRATION # _____

EMAIL ADDRESS _____

DATE OF PROPOSAL _____

NOTE: Please return a copy of this page completed and signed within your **Form of Proposal- Technical Submission** file on or before **2:00 pm, Local Time, Friday, May 15, 2026.**

Proponent's Experience & References (see Section 13.2.1)

To be completed and returned with Form of Proposal – Technical Submission

Proponent's Staff Requirements (See Section 13.2.2)

To be completed and returned with Form of Proposal – Technical Submission

PROPOSED SUBCONTRACTORS (See Section 13.2.3)

To be completed and returned with Form of Proposal – Technical Submission

List of Proposed Sub-Contractors		
Sub-Trade	Name of Proposed Sub-Contractor	Address of Sub-Contractor

Proponent's Company Size (See Section 13.2.4)

To be completed and returned with Form of Proposal – Technical Submission

Vehicle Information (See Section 13.2.5)

To be completed and returned with Form of Proposal – Technical Submission

Work Plan (See Section 13.2.6)

To be completed and returned with Form of Proposal – Technical Submission

Proponent Facilities (See Section 13.2.7)

To be completed and returned with Form of Proposal – Technical Submission

Location of Facility to be Used in the Contract (See Section 13.2.8)

To be completed and returned with Form of Proposal – Technical Submission

Landfill

Facility Name, Location, Contact Person

Provisional Item: Material Recovery Facility

Facility Name, Location, Contact Person

Pricing Submission

ITEM DESCRIPTION	STOPS PER WEEK LANDFILL	PRICE
<i>Curbside Collection of Garbage, Bulky Item, Leaf & Yard Material Pick-up</i>		
West Lorne (6 bag maximum) Bulky Item Pick-up Leaf & Yard Materials Pick-up	701 stops weekly 1 x Spring, 2 x Fall	
Rodney (6 bag maximum) Bulky Item Pick-up Leaf & Yard Materials Pick-up	554 stops weekly 1 x Spring, 2 x Fall	
Rural (6 bag maximum) Bulky Item Pick-up Leaf & Yard Materials Pick-up	1082 stops weekly 1 x Spring, 2 x Fall	
West Lorne (4 bag maximum) Bulky Item Pick-up Leaf & Yard Materials Pick-up	701 stops weekly 1 x Spring, 2 x Fall	
Rodney (4 bag maximum) Bulky Item Pick-up Leaf & Yard Materials Pick-up	554 stops weekly 1 x Spring, 2 x Fall	
Rural (4 bag maximum) Bulky Item Pick-up Leaf & Yard Materials Pick-up	1082 stops weekly 1 x Spring, 2 x Fall	
<i>Transportation and Disposal of Curbside Garbage, Bulky Item, Leaf & Yard Material</i>		
West Lorne (6 bag maximum) Bulky Item Pick-up Leaf & Yard Materials Pick-up	External Landfill	
Rodney (6 bag maximum) Bulky Item Pick-up Leaf & Yard Materials Pick-up	External Landfill	
Rural (6 bag maximum) Bulky Item Pick-up Leaf & Yard Materials Pick-up	External Landfill	
West Lorne (4 bag maximum) Bulky Item Pick-up Leaf & Yard Materials Pick-up	External Landfill	
Rodney (4 bag maximum) Bulky Item Pick-up Leaf & Yard Materials Pick-up	External Landfill	
Rural (4 bag maximum) Bulky Item Pick-up Leaf & Yard Materials Pick-up	External Landfill	
TOTAL		

All Prices are exclusive of HST. HST is Extra.

To be completed and returned within Form of Proposal – Financial Proposal

Pricing Submission – Provisional Items (Optional)

ITEM DESCRIPTION	STOPS PER WEEK NUMBER OF BINS	PRICE
Rolling tote bins West Lorne & Rodney	1220 bins, size to be determined.	
Industrial, Commercial, and Institutional (ICI) Recycling Collection Rodney and West Lorne	49 stops bi-weekly	
TOTAL		

All Prices are exclusive of HST. HST is Extra.

Optional: To be completed and returned within Form of Proposal – Financial Proposal

Appendix A

Checklist of Requirements to be met for Proposal

Specific Mandatory Requirements Checklist	
Mandatory Procedural Forms:	Check if Completed
Form of Proposal – Technical Submission	
A Copy of the Proponent’s Commercial Vehicle Operator’s Registration (CVOR) Abstract	
A Copy of the Proponent’s Certificate of Approval of a Waste Management System (Waste Hauler’s Certificate)	
Proof of Insurance	
Mandatory Financial Forms:	
Form of Proposal – Pricing Submission	
Digital Bid Bond	
Digital Agreement to Bond	

Appendix B

Provisional: Acceptable Recyclable Materials

The initial list of materials that will be received and processed at the MRF shall include the following:

MATERIAL	DEFINITION IF ANY
<u>Mixed Paper Fibres</u>	
Newsprint	Including all newspaper flyers, magazines and telephone directories
Mixed Household Paper	Including envelopes and writing paper
Cardboard	Including pizza and other corrugated cardboard boxes
Boxboard	Including moulded pulp and excluding waxed paperboard
<u>Mixed Containers</u>	
Aluminium	Liquid, food or beverage containers
Aluminium Foil	Items made from aluminium foil including pie plates
#1 PET (Polyethylene Terephthalate)	Rigid household liquid, food or beverage containers
#2 HDPE (High Density Polyethylene)	Rigid household liquid, food or beverage containers
#3 PVC (Vinyl)	Rigid household liquid, food or beverage containers
#4 LDPE (Low Density Polyethylene)	Rigid household liquid, food or beverage containers
#5 PP (Polypropylene)	Rigid household liquid, food or beverage containers
#6 PS (Polystyrene)	Rigid household liquid, food or beverage containers excluding expanded polystyrene (e.g., foam cups and meat trays)
#7 Other Plastics	Rigid liquid, food or beverage containers Plastics containers also include garden pots & trays, and oversized pails Blister packaging (i.e. clear rigid plastic on paperboard backing containers products such as toys, hardware and electrical items, paperboard to be recycled in fibre stream)
Glass	Liquid, food or beverage containers (clear, green and amber)
Polycoated Paperboard Containers	Containers made primarily of paperboard and coated with low density polyethylene and/or aluminium, and used for food and beverages. Includes gable top (e.g. milk and juice containers) and drinking boxes, paper cups (hot and cold beverage cups, ice cream tubs)
Spiral Wound (Cardboard) Cans	Composite (cardboard) can with a single wrap rigid body involving several layers of materials (including paper, foil and plastics) with at least one steel end (e.g., frozen juice containers).
Steel	Liquid, food or beverage containers; empty paint cans; empty aerosol cans.