



Invitation to Tender

For

**Multi-Stream Waste Collection Including
Recycling and Bulk Pick-up
2021-04-ITT-PW**

Invitation to Tender No. **2021-04-ITT-PW**

Issued: **June 14, 2021**

Submission Deadline: **June 30, 2021 2:00pm local time**

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Bidders

This Invitation to Tender (the “ITT”) is an invitation by Town of Placentia (herein after referred to as “the Owner”) to prospective bidders to submit bids for Multi-Stream Waste Collection Including Recycling and Bulk Collection for a period of 2 years Starting July 19, 2021 and expiring on July 21, 2023, with a mutual option for an extension for a 1 year period as further described in Section A of the ITT Particulars (Appendix D) (the “Deliverables”).

For the purposes of this Invitation to Tender, waste generated from the Town of Placentia (Town) requires multi-stream waste collection and transportation to the Robin Hood Bay Regional Waste Management Facility (RHB) on a weekly basis, recycling on a bi-weekly basis, and bulk collection and transportation to the RHB two (2) times a year. The estimated number of households, seasonal residences (cabins) and businesses located in the community is approximately 1910 in this collection tender.

1.2 ITT Contact

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

Robert Beaupertuis CAO

Town of Placentia

(709) 227-2151 Ext. 230

townofplacentia@placentia.ca

1.3 Type of Contract for Deliverables

The preferred supplier will be required to enter into an agreement with the Owner for the provision of the Deliverables in the form attached as Appendix A to the ITT (the “Agreement”). It is the Owner’s intention to enter into an Agreement with the preferred supplier(s).

1.4 ITT Timetable

Issue Date of ITT	June 14, 2021
Deadline for Questions	June 21, 2021
Deadline for Issuing Addenda	June 23, 2021
Submission Deadline	June 30, 2021 2:00pm
Public opening	June 30, 2021 3:00pm
Anticipated Execution Date for Agreement	July 16, 2021
Irrevocability Period	60 Days

The ITT timetable is tentative only, and may be changed by the Owner at any time.

Due to Covid19 restrictions Public Opening will be held via Zoom and any bidders who wish to view the opening must submit a request by email to townofplacentia@placentia.ca by June 23, 2021

1.5 Submission of Bids

1.5.1 Bids to be Submitted at Prescribed Location

Bids must be submitted at:

Town of Placentia

21 Patterson Drive

Placentia, NL

A0B 2Y0

Attn: Robert Beaupertuis

1.5.2 Bids to be Submitted on Time

Bids must be submitted at the location set out above on or before the Submission Deadline. Bids submitted after the Submission Deadline will be rejected. Onus and responsibility rest solely with the bidder to deliver its bid to the exact location indicated in the ITT on or before the Submission Deadline. The Owner does not accept any responsibility for submissions delivered to any other location by the bidder or its delivery agents. Bidders are advised to make submissions well before the deadline. Bidders making submissions near the deadline do so at their own risk.

1.5.3 Bids to be Submitted in Prescribed Format

Bidders must submit **2** hard copies and a USB drive containing one (1) electronic copy of their proposal in PDF format enclosed in a sealed package. If there is a conflict or inconsistency between the hard copy and the electronic copy of the bid, the hard copy of the bid will prevail. Bids should be prominently marked with the ITT title and number (see ITT cover page), with the full legal name and return address of the bidder.

1.5.4 Amendment of Bids

Bidders may amend their bids after they have been submitted if, and only if, the amendment is delivered prior to the Submission Deadline marked with this ITT title and number and the full legal name and return address of the bidder to the location set out above. Any amendment should clearly indicate which part of the bid the amendment is intended to affect. Amendments must be submitted at the location set out above on or before the Submission Deadline. Amendments submitted after the Submission Deadline will not be accepted.

Written inquiries and requests for clarification shall be accepted up to 5 working days prior to the closing time. Inquiries and requests for clarification received after this date shall not be addressed. Verbal responses shall not be binding on either party.

To ensure consistency and quality in the information provided to bidders the Owner shall provide, by way of amendment to this tender in the form of an addendum, any relevant information with respect to the ITT inquiries received in writing without revealing the source of those inquiries. Bidders are cautioned that it is their responsibility to ensure that they receive all information relevant to this ITT. The Owner shall not be responsible for bidders who fail to inform themselves regarding the scope and nature of the work. The Owner shall publish all amendments on the Town of Placentia website **Placentia.ca**. Bidders should check on a regular basis for ITT updates. Bidders are solely responsible for ensuring they are aware of and have complied with all amendments by tender closing time.

1.5.5 Withdrawal of Bids

Bidders may withdraw their bids prior to the Submission Deadline. To withdraw a bid, a notice of withdrawal must be sent to the ITT Contact prior to the Submission Deadline and must be signed by an authorized representative of the bidder. The Owner is under no obligation to return withdrawn bids.

1.5.6 Bids Irrevocable after Submission Deadline

Bids shall be irrevocable for a period of **60** days running from the moment that the Submission Deadline passes.

[End of Part 1]

PART 2– EVALUATION AND AWARD

2.1 Stages of Evaluation

The Owner will conduct the evaluation of bids in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which bids comply with all of the mandatory submission requirements. Bids that do not comply with all of the mandatory submission requirements as of the Submission Deadline will, subject to the express and implied rights of the Owner, be disqualified and not evaluated further. The mandatory submission requirements are listed in Section C of the ITT Particulars (Appendix D).

2.2.1 No Amendment to Forms

Other than inserting the information requested on the mandatory submission forms set out in the ITT, a bidder may not make any changes to any of the forms. Any bid containing any such changes, whether on the face of the form or elsewhere in the bid, may be disqualified.

2.3 Stage II – Mandatory Technical Requirements

Stage II will consist of a review to determine which bids comply with all of the mandatory technical requirements. Bids that do not comply with all of the mandatory technical requirements as of the Submission Deadline will, subject to the express and implied rights of the Owner, be disqualified and not evaluated further. The mandatory technical requirements are listed in Section D of the ITT Particulars (Appendix D).

2.4 Stage III –Pricing

Stage III will consist of a scoring of the submitted pricing of each compliant bid in accordance with the evaluation method set out in the Pricing Form (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements has been completed.

2.5 Selection of Lowest Compliant Bidder

Subject to the Owner's reserved rights, the compliant bidder with the lowest pricing will be selected to enter into the Agreement in accordance with the following section. In the event of a tie, the selected bidder will be determined by way of a coin toss.

2.6 Notice to Bidder and Execution of Agreement

Notice of selection by the Owner to the preferred supplier shall be in writing. The preferred supplier shall execute the Agreement in the form attached as Appendix A to this ITT and satisfy any other applicable conditions of this ITT, including the pre-conditions of award listed in Section E of the ITT Particulars (Appendix D), within fifteen (15) days of notice of selection. This provision is solely for the benefit of the Owner and may be waived by the Owner.

2.7 Failure to Enter into Agreement

If a selected bidder fails to execute the Agreement or satisfy the pre-conditions of award listed in Section E of ITT Particulars (Appendix D) within fifteen (15) days of notice of selection the Owner may, without incurring any liability, proceed with the selection of another bidder and pursue all remedies available to the Owner.

[End of Part 2]

PART 3– TERMS AND CONDITIONS OF THE ITT PROCESS

3.1 General Information and Instructions

3.1.1 ITT Incorporated into Bid

All of the provisions of this ITT are deemed to be accepted by each bidder and incorporated into each bidder's bid. A bidder who submits conditions, options, variations or contingent statements to the terms as set out in this ITT, including the terms of the Agreement in Appendix A, either as part of its bid or after receiving notice of selection, unless otherwise indicated, may be disqualified. If a bidder is not disqualified despite such changes or qualifications, the provisions of this ITT, including the Agreement set out in Appendix A, will prevail over any such changes or qualifications in the bid.

3.1.2 Bidders to Follow Instructions

Bidders should structure their bids in accordance with the instructions in this ITT. Where information is requested in this ITT, any response made in a bid should reference the applicable section numbers of this ITT.

3.1.3 Bids in English

All bids are to be in English only.

3.1.4 No Incorporation by Reference

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

3.1.5 References and Past Performance

In the evaluation process, the Owner may include information provided by the bidder's references and may also consider the bidder's past performance or conduct on previous contracts with the Owner or other institutions.

3.1.6 Information in ITT Only an Estimate

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

3.1.7 Bidders to Bear Their Own Costs

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

3.1.8 Bid to be Retained by the Owner

The Owner will not return the bid or any accompanying documentation submitted by a bidder.

3.1.9 Trade Agreements

Bidders should note that procurements falling within the scope of the Canadian Free Trade Agreement, the Atlantic Procurement Agreement, and/or the Canada-European Union Comprehensive Economic Trade Agreement are subject to those trade agreements but that the rights and obligations of the parties will be governed by the specific terms of this ITT.

3.1.10 No Guarantee of Volume of Work or Exclusivity of Contract

The Agreement will not be an exclusive contract for the provision of the described Deliverables. The Owner may contract with others for goods and services similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of ITT

3.2.1 Bidders to Review ITT

Bidders shall promptly examine all of the documents comprising this ITT, and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information

in writing by email to the ITT Contact on or before the Deadline for Questions. All questions or comments submitted by bidders by email to the ITT Contact shall be deemed to be received once the email has entered into the ITT Contact's email inbox. No such communications are to be directed to anyone other than the ITT Contact, and the Owner shall not be responsible for any information provided by or obtained from any source other than the ITT Contact. The Owner is under no obligation to provide additional information. It is the responsibility of the bidder to seek clarification from the ITT Contact on any matter it considers to be unclear. The Owner shall not be responsible for any misunderstanding on the part of the bidder concerning this ITT or its process.

3.2.2 All New Information to Bidders by Way of Addenda

This ITT may be amended only by addendum in accordance with this section. If the Owner, for any reason, determines that it is necessary to provide additional information relating to this ITT, such information will be communicated to all bidders by addenda. Each addendum forms an integral part of this ITT and may contain important information, including significant changes to this ITT. Bidders are responsible for obtaining all addenda issued by the Owner. In the Submission Form (Appendix B), bidders should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

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

3.2.4 Verify, Clarify and Supplement

When evaluating bids, the Owner may request further information from the bidder or third parties in order to verify, clarify or supplement the information provided in the bidder's bid including but not limited to clarification with respect to whether a bid meets the mandatory technical requirements set out in Section D of the ITT Particulars (Appendix D). The Owner may revisit and re-evaluate the respondent's response or ranking on the basis of any such information.

Any responses received by the Owner from the bidder shall, if accepted by the Owner, form an integral part of the bidder's bid.

3.3 Notification and Debriefing

3.3.1 Notification to Other Bidders

In accordance with section 30 of the *Public Procurement Regulations*, once the Agreement is awarded by the Owner, the outcome of the ITT will be publicly posted at **Placentia.ca**

3.3.2 Debriefing

Unsuccessful bidders may request a debriefing within ten (10) business days after the award has been posted. The request must be sent in writing to the ITT Contact. The intent of the debriefing information session is to aid the bidder in presenting a better bid in subsequent procurement opportunities. The debriefing process is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

3.3.3 Supplier Complaint Process

If a bidder wishes to register a complaint with respect to the ITT process, it should provide it in writing and within the parameters established by section 25 of the *Public Procurement Regulations*, as amended. The notice must provide a detailed explanation of the bidder's concerns with the procurement process or its outcome, in addition to such other information as may be required by the *Regulations*. Bidders should note that these complaint procedures are separate and distinct from any dispute resolution processes that may be provided for under applicable trade agreements. If a bidder wishes to dispute a matter under an applicable trade agreement, the bidder must follow the process set out in the trade agreement.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

The Owner may disqualify a bidder for any conduct, situation or circumstances, determined by the Owner, in its sole and absolute discretion, to constitute a conflict of interest.

The Owner reserves the right to disqualify any bidder that in the Owner's sole opinion has an actual or potential conflict of interest or an unfair advantage or may permit the bidder to continue and impose such terms and conditions, as the Owner in its sole discretion may require.

For the purposes of this ITT, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where in relation to the ITT process, the bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage,

including but not limited to: (i) having, or having access to, confidential information of the Owner in the preparation of its bid that is not available to other bidders, (ii) communicating with any person with a view to influencing preferred treatment in the ITT process (including but not limited to the lobbying of decision makers involved in the ITT process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive ITT process or render that process non-competitive or unfair.

Bidders are required to disclose, to the ITT Contact, any potential or perceived conflict of interest issues prior to ITT closing date and time.

3.4.2 Disqualification for Prohibited Conduct

The Owner may disqualify a bidder, rescind a notification of selection or terminate a contract subsequently entered into if the Owner determines that the bidder has engaged in any conduct prohibited by this ITT.

3.4.3 Bidder Not to Communicate with Media

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

3.4.4 No Lobbying

Bidders must not, in relation to this ITT or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful bidder(s).

3.4.5 Illegal or Unethical Conduct

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

3.4.6 Past Performance or Past Conduct

The Owner may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) The refusal of the supplier to honour submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the Owner, in its sole and absolute discretion, to have constituted a Conflict of Interest.

In addition, the Owner may suspend the bidding privileges of a supplier in regard to non-compliant or substandard performance in accordance with section 26 of the *Public Procurement Regulations*.

3.5 Confidential Information

3.5.1 Confidential Information of the Owner

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

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

3.5.2 Confidential Information of Bidder

This procurement process is subject to the *Access to Information and Protection of Privacy Act, 2015 (ATIPPA, 2015)*. A bidder must identify any information in its bid or any accompanying documentation supplied in confidence for which confidentiality is requested to be maintained by the Owner. The confidentiality of such information will be maintained by the Owner, except as otherwise required by law or by order of a court or tribunal. Bidders are advised that their bids will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Owner to advise or assist with the ITT process, including the evaluation of bids.

The proponent agrees that any specific information in its submission that may qualify for an exemption from disclosure under subsection 39(1) of the *ATIPPA, 2015* has been identified in its submission. If no specific information has been identified it is assumed that, in the opinion of the proponent, there is no specific information that qualifies for an exemption under the subsection 39(1) of the *ATIPPA, 2015*.

Contracting with the Owner is a public process. Information provided through this process will be disclosed when requested under the *ATIPPA, 2015*, except where disclosure of that information is harmful to the business' interests, as set out in the three-part test in the *ATIPPA, 2015*.

Information, including the financial value of a contract resulting from this procurement process, will be publicly released as part of the award notification process, in accordance with section 30 of the *Public Procurement Regulations*.

If a bidder has any questions about the collection and use of personal information pursuant to this ITT, questions are to be submitted to the ITT Contact. Further information relating to subsection 39(1) of the *ATIPPA, 2015* is provided in guidance documents available through the Office of the Information and Privacy Commissioner at <https://oipc.ni.ca/guidance/documents>.

3.6 Reserved Rights and Limitation of Liability

3.6.1 Reserved Rights of the Owner

The Owner reserves the right to:

- (a) make public the names of any or all bidders as well as bid price and value of contract;
- (b) make changes, including substantial changes, to this ITT provided that those changes are issued by way of addendum in the manner set out in this ITT;
- (c) request written clarification or the submission of supplementary written information in relation to the clarification request from any bidder and incorporate a bidder's response to that request for clarification into the bidder's bid. This shall not be an opportunity for bid repair;
- (d) assess a bidder's bid on the basis of: (i) a financial analysis determining the actual cost of the bid when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established); and (ii) in addition to any other evaluation criteria or considerations set out in this ITT, consider any other relevant information that arises during this ITT process;
- (e) waive formalities and accept bids that substantially comply with the requirements of this ITT;
- (f) verify with any bidder or with a third party any information set out in a bid;
- (g) check references other than those provided by any bidder;
- (h) disqualify a bidder, rescind a notice of selection or terminate a contract subsequently entered into if the bidder has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;
- (i) cancel this ITT process at any stage;
- (j) cancel this ITT process at any stage and issue a new ITT for the same or similar deliverables;
- (k) accept any bid in whole or in part; or
- (l) reject any or all bids;

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

3.6.2 Limitation of Liability

By submitting a bid, each bidder agrees that:

- (a) neither the Owner nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this ITT process including but not limited to costs of preparation of the bid, loss of profits, loss of opportunity or for any other claim; and
- (b) the bidder waives any right to or claim for any compensation of any kind whatsoever, including claims for costs of preparation of the bid, loss of profit or loss of opportunity by reason of the Owner's decision not to accept the bid submitted by the bidder, to enter into an agreement with any other bidder or to cancel this bidding process, and the bidder shall be deemed to have agreed to waive such right or claim.

3.7 Governing Law and Interpretation

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

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the Owner; and
- (c) are to be governed by and construed in accordance with the laws of the Province of Newfoundland & Labrador and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

The tender validity review has been completed relevant to **Tender # 2021-04-ITT-PW Multi Stream Waste Collection Including Recycling and Bulk Pick-up Collection.**

WITNESSETH that in consideration of the covenants, agreements and conditions therein contained, the parties hereto agree to the terms and conditions of the Tender Package including any and all addendums and the Tender Bid submitted by the Contractor on _____.

All securities pertinent documentation required within the tender document must be renewed prior the commencement of the contract period.

IN WITNESS WHEREOF the parties hereto have hereunto their hands and seals subscribed and set the day and year first before written.

THE CORPORATE SEAL

TOWN OF PLACENTIA

of the Town of Placentia

was hereunto affixed at

_____ in

the Province of Newfoundland

on the _____ day of

_____, 2021.

Mayor

Witness

THE CORPORATE SEAL

CONTRACTOR

Of the Contractor was

hereunto affixed at

_____ in

the Province of Newfoundland

on the _____ day of

_____, 2021.

Name of Company

Company Signatory

Witness

APPENDIX B – SUBMISSION FORM

1. Bidder Information

Please fill out the following form, naming one person to be the bidder’s contact for the ITT process and for any clarifications or communication that might be necessary.	
Full Legal Name of Bidder:	
Any Other Relevant Name under which Bidder Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Bidder Contact Name and Title:	
Bidder Contact Phone:	
Bidder Contact Fax:	
Bidder Contact Email:	

2. Offer

The bidder has carefully examined the ITT documents and has a clear and comprehensive knowledge of the Deliverables required under the ITT. By submitting a bid, the bidder agrees and consents to the terms, conditions and provisions of the ITT, including the Form of Agreement, and offers to provide the Deliverables in accordance therewith at the rates set out in the completed Pricing Form (Appendix C).

3. Rates

The bidder has submitted its rates in accordance with the instructions in the ITT and in the Pricing Form (Appendix C). The bidder confirms that it has factored all of the provisions of Appendix A, including insurance and indemnity requirements, into its pricing assumptions and calculations.

4. Addenda

The bidder is deemed to have read and accepted all addenda issued by the Owner. The onus is on bidders to make any necessary amendments to their bids based on the addenda. The bidder is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word “None”, on the following line:

_____. Bidders who fail to complete this section will be deemed to have received all posted addenda.

5. No Prohibited Conduct

The bidder declares that it has not engaged in any conduct prohibited by this ITT.

6. Disclosure of Information

The bidder hereby agrees that any information provided in this bid, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The bidder hereby consents to the disclosure, on a confidential basis, of this bid by the Owner to the advisers retained by the Owner to advise or assist with the ITT process, including with respect to the evaluation of this bid.

7. Bid Irrevocable

The bidder agrees that its tender shall be irrevocable for a period of **60** days following the Submission Deadline.

8. Execution of Agreement

The bidder agrees that in the event its bid is selected by the Owner, in whole or in part, it will finalize and execute the Agreement in the form set out in Appendix A to this ITT in accordance with the terms of this ITT.

Signature of Witness

Signature of Bidder Representative

Name of Witness

Name of Bidder Representative

Title of Bidder Representative

Date

I have the authority to bind the bidder.

APPENDIX C –PRICING FORM

1. Instructions on How to Complete Pricing Form

Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.

Rates quoted by the bidder must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, Tipping Fees, all costs of set-up, and all other overhead, including any fees or other charges required by law.

2. Evaluation of Pricing

Pricing will be evaluated as a total lump sum price of all services identified as part of this tender. Tender will be awarded on total overall cost of all items supplied to bidder that meets all requirements as outlined in this document.

Price supplied will be for all work to be completed as outlined in this tender and all cost associated to the work including tipping fees.

Prices shall be clearly written. Any numbers that cannot be clearly determined may result in disqualification of bid. Any correction of numbers that may be scratched out must be initialled and dated or may result in disqualification of bid.

3. Pricing Form

Service Supplied	Price	HST	Total
Annual cost of all work to be completed as outlined it this Tender			

APPENDIX D – ITT PARTICULARS

A. THE DELIVERABLES

1.0 CONTRACT CONDITIONS

1.1 Indemnity

The Successful Bidder shall indemnify and save harmless the Town, members of Council and staff from and against any and all claims, all costs and expenses, including legal fees, arising in any way out of the performance of the Work. Without limiting the generality of the foregoing, such claims include:

- All claims for personal injury or death;
- All claims in respect of damage to real or personal property, whether public or private, including but not limited to lands, buildings, structures, utilities, cleaning due to mechanical failure, fences, trees, shrubs, sod, roads, ditches, drains, and /or collection containers;
- All claims relating to infringement of any right or privilege;
- All claims relating to inventions, copyrights, trademarks or patents and right thereto used in doing the Work;
- Any claim or charge at law or in equity.

1.2 Successful Bidder's Liability

The Successful Bidder shall assume the defence of and indemnify and save harmless the Town, members of Council and staff, from all claims relating to labour and materials furnished for the Work, and to inventions, copyrights, trademarks, or patents, and rights, thereto, used in doing the Work, and in subsequent use and operation of the Work or any part thereof upon completion.

In carrying out the Work from its inception, and until the completion of the Work, the Successful Bidder must be careful to cause as little injury or damage as possible to any adjacent property, public or private, or to any sidewalks, roadways, curbs, gutters, hydrants, manholes, sod, trees, shrubs or any other structures in the vicinity of the Work or elsewhere, and if injury or damage is done, the Successful Bidder must make good the same, at his own expense, in the manner directed by, and to the satisfaction of the Town.

Without limiting the generality of the foregoing, the Successful Bidder will be responsible to conduct thorough and proper investigation of all Third Party Claims, regardless of their severity, and to provide a prompt, courteous and informative response to any and all claimants and will in any event, act in such manner as to avoid adverse publicity and lawsuits to the extent reasonably possible. Any breach of this requirement will be notified to the Successful Bidder in writing, and in the event the Successful Bidder fails to rectify the breach to the satisfaction of the Town within 30 days, the Town may take such action as may reasonably be required, and any and all expenses incurred may be deducted or collected by the Town.

The Successful Bidder shall be responsible for any and all damages or claims for damage, for injuries or accidents done or caused by him or his employees or resulting from the prosecution of the Work or any of his operations or caused by reason of the existence or locations of the Work or of any materials, plant or machinery used therein or thereon, or which may happen by

reason thereof, or arising from any failure, neglect or omission on his part or on the part of his employees to do or perform any or all of the several acts or things required to be done by him or them under the terms of this Contract. The Successful Bidder agrees to hold the Town harmless and indemnify it for all such damages and claims for damages and in the case of the Successful Bidder's failure, neglect, or omission to observe or perform faithfully and strictly all of the provisions of this Contract. The Town may either with or without notice take such steps, procure such material, plant and workers and do such work or things as he may deem advisable toward carrying out and enforcing the same and any and all expenses incurred may be deducted or collected by the Town and any such action by the Town as it is herein empowered to take, shall not in any way relieve the Successful Bidder or his Securities from any liability under the Contract.

1.3 Other Regulatory Bodies

The provisions of this Contract shall be considered to be minimum requirements and where the health, safety or pollution regulations of the Town or the Province impose a higher standard than the higher standard shall prevail and the Successful Bidder agrees that such terms shall be incorporated herein by reference and shall be observed by the Successful Bidder in all respects.

The Successful Bidder shall comply with all lawful policy, health, sanitary and other regulations imposed by public bodies having jurisdiction during the term of the Contract.

1.4 The Town's Right to do Work

The Successful Bidder is required to complete 100% of the waste collection from the Town. The Successful Bidder shall be deemed to have failed to complete 100% of a day's collection if the Successful Bidder misses any of the designated collection routes and does not return to rectify the situation on the day that was missed.

The Successful Bidder shall remedy the situation on the day that it occurs, taking into consideration weather conditions and timing constraints. If the remedy cannot be realized until the next day, the Successful Bidder shall remedy the situation that day.

The Town reserves the right to utilize the services of other contractors at any time for emergency services, or if in the sole opinion of the Town, such action is necessary due to unsatisfactory performance by the Successful Bidder. Any charges and/or fees charged to the Town are the sole responsibility of the Successful Bidder in the event of unsatisfactory performance by the Successful Bidder (i.e. less than 100% of the waste collection from the Town).

1.5 Licenses, Permits, Surcharges, and Fees

The Successful Bidder shall be responsible for payment to any municipal, provincial or federal government department or agency, or to any commercial entity, the cost of all licences, permit fees or other levies or assessments which it may require to pay as a consequence of the performance of this contract.

Any surcharges that result from the performance of this contract shall be the sole responsibility of the Successful Bidder. The Successful Bidder shall familiarize themselves with all RHB surcharges. This includes, but is not limited to, surcharges for having unsecured loads.

All equipment used for this contract shall have a valid vehicle licence issued by the Registrar of Motor Vehicles for the Province of Newfoundland and Labrador.

All drivers engaged by the proponent for the work of this Contract shall have a valid driver's licence and operating permits for the equipment used for this Contract.

When accounts are set up at the City of St. John's Service Centre for access to RHB, a copy of the vehicle registration, lease or rental agreement will be required to obtain a vehicle permit. Each vehicle that will be transporting waste to RHB under this contract must have a separate vehicle permit. The permit for use of RHB will be in the name of the Town and the Successful Bidder will be responsible for all fees against this permit. No waste is to be collected or transported, without the express written approval of the Town, in the Successful Bidder's vehicles used for this contract.

1.6 Private Property

Where property owners provide waste boxes or bins at or near the roadside to contain their waste, the Successful Bidder shall exercise due care to avoid any unnecessary damage in removing waste material from those boxes. It is understood that waste material in those boxes will be contained in the appropriate waste bags and tied or sealed. Any damage to boxes shall be repaired within twenty-four (24) hours. Failure to do so shall result in the Town making such repairs and back charging the amount to the Successful Bidder.

The Town shall be notified by the Successful Bidder of any occurrences such as damaged boxes or vehicles, rat infestation, etc. immediately upon knowledge of such occurrence. Any costs associated with damage caused by the Successful Bidder are the sole responsibility of the Successful Bidder.

1.7 Protection of Persons and Property

The Successful Bidder shall ensure that all operations are carried out with due regard for public safety and protection of persons and property. All equipment shall have clearance and operating lights and safety identification emblems as required by the authority having jurisdiction. The Successful Bidder shall keep traffic disruption to a minimum during waste collection operations.

1.8 Ownership and Financing

The Town requires that the Successful Bidder shall operate, own and finance all equipment for the collection and transport of the waste to RHB or designated site.

The Town maintains ownership of the collected waste materials up until they are delivered to their destination.

1.9 Insurance

The Successful Bidder shall provide Insurance as per the following:

Provide, maintain and pay for Comprehensive General Liability Insurance. The insurance coverage will be subject to limits of not less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property, including loss of use thereof.

Carry Standard Automobile and Non-owned automobile liability insurance and will protect them against all liability arising out of the use of owned or leased vehicles, used by the successful Bidder, employees or agents. The limits of the coverage for both owned and non-owned vehicles will be not less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence.

Carry an Umbrella policy and protect themselves against all forms of risk. The limits of the coverage will be not less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence.

The Proponent must provide original Certificates of such insurance to the Town. The Town reserves the right to approve both the policies and the insurance companies submitted.

All such insurance will be maintained until final completion of the Work and will be endorsed to provide that the policy or policies will not be altered, cancelled or allowed to lapse without thirty (30) days prior written notice to the Town.

1.10 Penalties

In case the Successful Bidder fails to commence, carry out or complete the Work in accordance with the Contract, and to the satisfaction of the Town, within the time or times specified, the Town will assess penalties for instances of non-performance. The Successful Bidder shall pay the Town the indicated amount per infraction. For each infraction thereafter, the Successful Bidder will pay the Town the sum(s) indicated in Table 1 as per the number of incidents indicated. The sum or sums, reflected in Table 1 are based on estimates of costs to the Town to rectify incidents of non-compliance. The accumulated effect of repeated incidents of non-performance of the Work increases the cost to the Town. The Town may deduct and retain the amounts of such penalties out of the monies, which may be due or become due to the Successful Bidder under the Contract.

Whereas instances are either routes or incidents over the Contract period, the Successful Bidder agrees to abide by the schedule of Penalties as set out in Table 1 below.

Table 1: Penalties

Incident	\$250*	\$500*	\$750*	\$1,000*
Collections Performed Outside Specified Times	1 instance	2 instances	3 instances	>3 instances
Collecting on Unspecified Days	1 instance	2 instances	3 instances	>3 instances

Failure to Collect Waste as directed by the Town	N/A	1 load	2 to 4 loads	> 4 loads
Failure to Respond to Complaint as Directed by the Town within 24 hours	1 to 5 incidents	6 to 9 incidents	10 to 15 incidents	>15 incidents
Failure to Return for Missed Collection as Directed by the Town within 24 hours.	1 to 7 incidents	8 to 15 incidents	16 to 23 incidents	> 23 incidents
Failure to Dispose of Waste at Specified Facilities	1 incident	2 to 3 incidents	4 to 5 incidents	>5 incidents
Failure to Collect a route/routes	1 incident	2 to 3 incidents	4 to 5 incidents	>5 incidents
Discourtesy / Inappropriate Behaviour	1 to 4 incidents	5 to 10 incidents	11 to 15 incidents	> 15 incidents
Successful Bidder's Staff Scavenging Recyclable Material	1 to 4 incidents	5 to 10 incidents	11 to 15 incidents	> 15 incidents
Failure to Resolve Damage claim to Property within Allowable Time	1 to 3 incidents	4 to 6 incidents	7 to 9 incidents	> 9 incidents
Collecting Waste Beyond Imposed Limits	1 to 3 incidents	4 to 6 incidents	7 to 9 incidents	> 9 incidents
Improper Declaration of Town Weights	1 to 3 incidents	4 to 6 incidents	7 to 9 incidents	> 9 incidents
Failure to Submit Reports or Required Documents or use courtesy Tags	1 to 2 incidents	3 to 5 incidents	6 to 9 incidents	> 9 incidents
Failure to Identify and Properly Report Daily Data	1 to 2 incidents	3 to 5 incidents	6 to 9 incidents	> 9 incidents
Failure to Clean Up Spillage	1 to 3 incidents	4 to 6 incidents	7 to 9 incidents	> 9 incidents

*Penalties listed are per occurrence.

In case of the Successful Bidder's failure to conduct the Work properly and fully, and as required, or in case of the Work or any part thereof, being taken out of the Successful Bidder's hands, as provided in the Tender Documents, the Town may invoke the use of the Performance Bond and/or may proceed to undertake the Work for the Successful Bidder, as the Successful Bidder's agent in this respect, and at the Successful Bidder's expense.

In addition to the Liquidated Damages set out, the Town shall not pay the Successful Bidder the Contract Price for loads of mixed Waste and shall deduct such costs from the Successful Bidder's applicable monthly payment. Any additional fees from RHB shall be the Successful Bidder's responsibility.

If it is proved that the Successful Bidder is billing the Town for material from private accounts or handling materials from a source other than that approved by the Town then the Town's liquidated damages will be ten thousand dollars (\$10,000.00) per occurrence and two occurrences will result in the termination of this Contract.

Each of the remedies and damages available to the Town in this section shall be non-exclusive and the Town shall have the right to pursue any and all of these remedies and damages in conjunction with all other available legal remedies and damages should the Successful Bidder be in breach of any of its duties and obligations under the Contract. Furthermore, the Successful Bidder is hereby specifically advised that repeated incidents of non-performance or unacceptable performance that result in the assessment of liquidated damages may result in the termination of the Contract.

1.11 Termination or Forfeiture of Contract

The Contract is subject to termination by the Town for any reason whatsoever; at any time after the commencement date of the Contract, upon giving thirty (30) days prior written notice to the Successful Bidder.

Upon termination of this Contract by giving thirty (30) days prior written notice, the Successful Bidder shall not be entitled to any monetary compensation of any kind resulting from the Contract not extending to the full term. In addition, the Town may draw down the Performance Security, and pursue all other available legal rights and remedies.

Notwithstanding any other provision in this Contract, the parties agree that, at the option of the Town, the Contract, or any part thereof, may be terminated on twenty-four (24) hours written notice to the Successful Bidder in the event that the Successful Bidder declares its inability to pay debts as they generally become due; is adjudged or adjudicated bankrupt or insolvent; becomes subject to or requests any benefit or exemption relating to any provision or enactment concerning bankruptcy or insolvency; breaches any term of the Contract; abandons the Work; persistently or seriously disregards any of the laws, by-laws, rules, regulations, standards, directives or requirements of any of the authorities having jurisdiction, including without restricting the generality of the foregoing, the directives of the Town; gives or offers any gratuity to or attempts to bribe any member of Council or staff of the Town; repeatedly fails to complete the Work outlined in this Contract within the time limits specified.

In the event the Contract is terminated on twenty-four (24) hours written notice for the reasons noted above, the Successful Bidder shall not be entitled to any compensation for loss of profit

that may have resulted from the Contract extending to full term. In addition, the Town may draw down the Performance Security provided, and pursue all other available legal rights and remedies.

In case the Work, or any part thereof, is taken out of the hands of the Successful Bidder, as herein provided, it shall in no way affect the relative obligations of the Town and the Successful Bidder, or its security, hereunder, in respect of the remainder of the Work (if any) as the Town may deem reasonable.

If any balance of the Contract Price, or any monies payable by the Town to the Successful Bidder hereunder, shall remain in the hands of the Town, upon the expiration of the terms of this Contract, the same shall be payable to the Successful Bidder or the Successful Bidder's lawful representative. Neither the Town nor any staff thereof shall be liable or accountable to the Successful Bidder in any way for the manner in which, or the price at which, the said Work, or any portion thereof, may have been or may be done or completed by the Town.

The Town shall be authorised to invoke the use of the Performance Security where, in the sole discretion of the Town, the Successful Bidder has ceased to perform services in connection with the Contract or has performed them in a substandard manner and after a written request and twenty-four (24) hours' notice, refused to or been unable to rectify the deficiencies in the Work to the satisfaction of the Town. It is a condition of the Performance Security that it be renewed annually for the term of the contract.

1.12 Successful Bidder's Understanding

It is hereby declared and agreed by the Successful Bidder that this Agreement has been entered into with the Successful Bidder's full knowledge respecting the nature of the Work to be done, the location, character, quality and quantities of the material to be removed, the character or the equipment and facilities needed, the general and local conditions and all other matters which can in any way affect the Work under this Contract, and the Successful Bidder does not rely upon any information given or statement made to him in relation to the Work by the Town.

1.13 Conformity of Work with Specifications

The Successful Bidder shall be responsible for and shall give adequate attention to the performance and completion of the Work in accordance with the terms of the Contract and in strict conformity to the Tender Documents and shall only alter the Work performed at the request of the Town. The Successful Bidder shall give written notice to all persons affected by any alteration in the Work at least two (2) weeks in advance. Defective work or equipment must be corrected whenever discovered.

1.14 Health and Safety

The Successful Bidder acknowledges that it will, at all times, ensure compliance with the Occupational Health and Safety Act of the Province of Newfoundland and Labrador and the Regulations and with RHB's Occupational Health and Safety requirements. It shall be the Successful Bidder's responsibility to familiarize themselves with all acts, regulations, and requirements.

The Successful Bidder accepts the responsibility for the health and safety of its employees by providing appropriate protective equipment and training as required and taking all reasonable precautions for the protection of its employees.

The Successful Bidder shall perform the Work so as to cause the public the least inconvenience possible. In particular, the Successful Bidder shall not obstruct any street, thoroughfare or pedestrian walkway longer or to a greater extent than necessary to perform the Work.

The Successful Bidder shall take all reasonable precautions necessary to ensure the safety of the general public, particularly children who may play in the area of the Work.

1.15 Workers Compensation Commission Certificate

The Successful Bidder shall submit to the Town at any time when requested to do so, a certificate of clearance from the Workers Compensation Commission.

1.16 Severability

Each and every paragraph, section, clause, sub-clause or other component of the Contract is severable one from the other. Should it be found by a court of competent jurisdiction that any one or more paragraphs or parts thereof are null and void; the validity of the remaining paragraphs or parts thereof shall not be affected.

1.17 Time of the Essence

Time shall be deemed to be of the essence of the performance of the Successful Bidder's obligations under the Tender Documents.

1.18 Words

No change or modification of the Contract shall be valid unless it is in writing and signed by the Successful Bidder and the Town.

References to the masculine or singular throughout the Contract shall be considered to include the feminine and the plural and vice-versa as the context requires and words implying persons shall include firms and corporations and vice-versa.

All words and pronouns relating thereto shall be read and construed as to number, gender and tense as the context of each case requires, and the verbs shall be read and construed as agreeing with the required word and pronoun.

1.19 Interruption of Service and Contingency Plans

The provision of continuous service over the life of the Contract is of primary importance to the Town. The successful Bidder shall demonstrate to the Town that it has the ability to collect and transport all of the waste generated by the Town without any interruption in service. The successful Bidder shall ensure that waste collection services are provided and maintained for the duration of the contract for the Town and submit a plan to maintain service on scheduled collection days in the event of mechanical breakdown or unscheduled maintenance of the regular collection vehicle(s). Contingency plans shall be provided to the Town within two (2) weeks of award of contract.

The Successful Bidder, upon notification, will assume the responsibility for Collection services as soon as any new businesses, homes, buildings, and subdivisions are ready for service as determined by the Town at no extra cost to the Owner. Any revisions to the Collection Area boundaries approved by the Town during the term of this Contract may result in an adjustment in the price paid as of the date that service is implemented.

SCOPE OF WORK

1.20 Work to be undertaken

Notwithstanding the generalities of any clauses that may proceed or follow this section, the Town requires that a company or consortia of companies shall furnish all materials, personnel and equipment required to provide all the services set out below. The Bidder shall make their own assessment of the scope of work and number of actual vehicles and resources required to complete the collection from the Town. The services include:

- In consultation with the Town, develop a collection schedule that will result in a regular weekly collection day for each household and having all waste collected and disposed at RHB each week throughout the term of the Contract;
- Collect 100% of the waste on the established collection day each week on a regular and consistent basis;
- On a weekly basis, collect all waste contained in garbage bags and/or contained in cardboard boxes or tied in bundles that are less than 22 kg and less than 1.5 m in length and placed at roadside, or contained in a bin, by all households within the boundaries of the Town;
- On each weekly collection day, collect all waste contained in garbage bags and boxes that are less than 22 kg and placed at roadside, or contained in a bin, by all participating businesses and community buildings such as churches, fire halls, and museums in the communities.
- A bag limit of six (6) bags will be encouraged and the Successful Bidder shall complete all collection, monitor and submit, in their weekly summary, all incidents where more than six (6) bags are collected.
- Household hazardous waste (HHW) is excluded from this Scope of Work and therefore does not have to be collected as a part of this contract.
- Transport all collected solid waste to RHB and all metals to a Waste Recovery Facility located at either Whitbourne or Cavendish.
- The waste collected shall be source separated by the residents into as many as three (3) streams. The three (3) streams shall be kept separated by the contractor either by being picked up by separate vehicles or by double compartment vehicles.
- Recyclables shall be collected once every two (2) weeks starting July 19, 2021.
- Provide bulk pick-up two (2) times per year. Exact schedule to be determined by the Town and Successful Bidder.
- Provide an invoice and summary to the Town on a monthly basis, outlining the following:
 - The tonnage for the Town recorded on a daily basis using a truck with an onboard weigh scales, such as the Vulcan System or approved equivalent;
 - Dates of weather interruptions including how long collection was delayed;

- Any comments regarding the route or compliance issues which may require that the Town initiate communication with property owners or businesses;
- Any incidents or events that occurred on a given date;
- The invoice and summary shall be submitted in a printed and an electronic data format as provided by email to townofplacentia@placentia.ca.

1.21 Supply of Vehicles

1.21.1 Number of Collection Vehicles

The Successful Bidder shall be fully responsible for determining the number of vehicles required to perform 100% of the collection and bulk collection from each community. The Successful Bidder shall make provision for the replacement of collection vehicles as may be necessary to ensure that in the event of a breakdown, the collection performance continues in accordance with the terms of this Contract.

1.21.2 Type of Collection Vehicles

The Successful Bidder shall supply collection vehicles that conform to current industry (Compactor), regulatory, safety, licensing and other applicable standards for the work identified in the Tender. Preferred vehicles are those manufactured in 2016 or later. There will be no use of Fork Trucks or portable dumpsters for collection. Small Pickup trucks may be used on following narrow side streets and lanes and will be equipped with proper netting:

Placentia Area	Hillview Street, Osbourne Street, O'Reilly Street, Gilbert Street
Dunville Area	Station Road, Davis Hill, Millbrook Road
Freshwater Area	First Street, Brook Lane, Sampsons Lane
Jerseyside Area	Fort Louis Extension, Blanche Street

Other streets and lanes may be added but will require approval by the Town. Pickup trucks are not to be used to transport waste long distances and must be delivered to nearby compactor and not stockpiled for later collection.

Copies of an Inspection Certificate for each vehicle to be utilized for this contract must be provided to the Town upon the execution of the Contract and with the Successful Bidder . Such vehicles must be fully enclosed or adequately covered to prevent loss or spillage/leakage of the materials collected, therefore any such waste material falling from the equipment will be the responsibility of the Successful Bidder to clean up and remove. All loads shall be secured in accordance with the Highway Traffic Act.

The Successful Bidder shall supply collection vehicles that will ensure there is no contamination between the three (3) waste streams. If there is cross contamination between the streams, any associated costs shall be the sole responsibility of the Successful Bidder.

Vehicles shall be subject to approval of the Town prior to initial use and shall be kept in good repair including exterior paint, chrome and glass. Peeling paint, large scratches, burns and cracked glass shall be promptly repaired (Schedule of repair will be made within two (2) weeks) and/or the vehicle replaced.

The Successful Bidder shall make provision through use of appropriate vehicles to be able to collect waste materials from households which have narrow access such as laneways. Also, collection vehicles shall be equipped with a hands free cell phone so as to ensure prompt and efficient service for handling inquires and/or complaints. All vehicles used on smaller side roads and lanes must be equipped with netting to prevent spills

Collection vehicles are to be equipped with onboard weight scales to allow the determination of the amount of waste collected or the Contractor can use fixed scales or routing to determine weights.

1.21.3 Maintenance of Collection Vehicle(s)

The collection vehicle(s) shall be kept clean and maintained throughout the contract period. If the split vehicle leaks from chamber to chamber or the vehicle is contaminated from previous loads, the Successful Bidder shall wash out the vehicle to minimize risk of contamination. It is the Successful Bidder's responsibility to ensure that there is no contamination between the three (3) waste streams.

The Successful Bidder shall be responsible for all maintenance, repair, operating costs (including fuel, inspection, licensing, insurance, washing and storage) and at all times shall conform to all weight, size and safety regulations as per the Government of NL Highway Traffic Act.

The collection vehicle(s) is to be properly constructed and maintained to eliminate the depositing of debris or litter onto the streets, roads and highways during operation. Each vehicle shall be equipped with a brush and shovel to facilitate the cleaning up of any materials that may fall onto a street or roadway and it shall be the Successful Bidders responsibility to immediately clean-up such debris.

Verification of yearly vehicle inspection by a certified inspector is to be supplied to the Town of Placentia. As well, the expectation is that all vehicles at all times, used in the provision of the services outlined in this contract would pass the Province of Newfoundland & Labrador's vehicle inspection as applied to the particular vehicle classification.

All vehicles used in the collection of waste, if parked within the boundaries of the Town are to be parked in an inconspicuous place away from public view. The location shall be approved by the Town.

1.21.4 Identification of Collection Vehicles

The name of the Successful Bidder shall be affixed upon all vehicles and each vehicle will be numbered consecutively, in 150 mm lettering on front, rear and both sides. The sign bearing the

name and phone number of the Successful Bidder shall be affixed to the vehicles. Any additional vehicles beyond the dedicated fleet, which may be required during peak periods, shall require a similar identification system. This identification must be approved prior to the vehicles going onto the road. No truck will be allowed to operate without proper signage, unless authorised by the Town.

The Successful Bidder shall be required to conform to any alternative system of weigh scale ticketing or vehicle identification which may be instituted from time to time (at no cost to the Town) to provide an adequate level of accounting for loads delivered by any vehicle at the designated waste disposal site.

The Successful Bidder shall not display any advertising matter on any of the vehicles operated under the provisions of the Contract, except that the Successful Bidder will permanently affix the Town's crests or other logo/identifier (to be supplied by the Town) to both sides of the vehicle. The Town may require the Successful Bidder to display such other markings or descriptions as the Town deems necessary, identifying the aforementioned as being operated on behalf of the Town.

Permit stickers must be permanently affixed to the vehicle and be prominently displayed on the driver side for easy reading by the RHB scale attendant.

1.21.5 Vehicle Safety Equipment

It is understood that the Successful Bidder's collection vehicles should not back up. However, the Town realises that in some cases backing up is necessary and, as a result all vehicles performing Work on this Contract shall be equipped with back-up beeper horns of at least 85 decibels.

All one-worker-operated vehicles will be required to install an infra-red braking device on the rear of those vehicles, or a remote television system.

All collection vehicles will be required to employ the necessary devices and controls to protect the worker from projectiles and pinch point injuries.

1.21.6 Spill Management

In the event of a hydraulic, fuel, or other oil/fluid spills/leaks from the collection vehicle, the Successful Bidder shall immediately cease operations and take immediate action to have the spill/leak area remediated to pre-spill conditions. As part of the expectation, all vehicles will have a spill kit onboard. The Successful Bidder shall be responsible for all clean-up and disposal costs to mitigate and remediate the spill.

Any fines, fees and/or any other charges associated with a spill are the sole responsibility of the Successful Bidder. The Town shall bear no responsibility for any spill incurred while the Successful Bidder is performing services for the Town.

1.21.7 Bulk Collection

Bulk roadside collection service shall be performed two (2) times during a twelve (12) month period based on a schedule approved by the Town. The Town requires a summary identifying the weight of bulk materials collected during each service for the Town. Bulk collection of waste

will be completed within the timeframe established by the Town. Work not completed as required on the scheduled day is to be completed on the next consecutive day. Consecutive days will not exceed five (5).

The Successful Bidder shall be responsible for separating all materials transported to RHB or other designated site. RHB has regular operating hours, and during these hours an attendant will direct the disposal of materials. There will be no arrangements made for extended hours for bulk waste drop-off.

The intention of the bulk collection is to have the bulk items, the metals and the electronics collected at the same time. Metals and electronics shall be delivered to the nearest Waste Recovery Facility.

The Successful Bidder, in consultation with the Town, will determine the specific dates that the services will be performed. The Town is responsible for communication of these events.

There shall be no Christmas tree pick up event as a part of this Contract; however, it shall be included in the regular bulk roadside collection service.

Bulk Items Included:

- Mattresses
- Sofas, chairs, furniture
- Bathroom fixtures
- Carpet tied in rolls (less than 1.5 m, less than 22 kg)
- Tree limbs tied in bundles (less than 1.5 m, less than 22 kg)
- Glass, securely packaged and marked
- Other bulk items normally associated with a household
- Renovation debris less than 22 kg in weight and less than 1.5 m long

Bulk Items NOT Included:

- Brick
- Televisions, Computers and other items accepted under the Electronics Program Recycling Association program
- Concrete
- Earthen materials including stumps and large trees
- Tree limbs tied in bundles (more than 1.5 m, more than 22 kg)
- Roof shingles
- Tires
- Cardboard or paper products
- Liquids
- Recyclables in blue bags
- Animal Carcasses.
- Household Hazardous waste like paint, chemicals, etc.

- Special wastes
- Fishnets

Metal Items Included:

- Refrigerators, washers, dryers, and additional household appliances.
- Removable car parts that are less than 22kg, all fluids such as oil, lubricants and antifreezes must be removed prior to collection.
- Iron.
- White Metals.

Metal Items Not included:

- Car wrecks and removable car parts that is greater than 22 kg,
- Car chassis' and frame,
- Car wrecks and removable car parts that do not have all fluids such as oil, lubricants and antifreezes removed.

The Town limits the amount of bulk waste that can be set out by a property owner as 500lbs/226kgs or one half ton pickup load. The Town will endeavour to make property owners aware and abide by a reasonable amount of bulk material that can be set out for any one collection event.

1.22 Employment, Conduct and Appearance of Workers

The Successful Bidder shall employ orderly, competent and skilful persons to do the work. All drivers must possess a valid driver's licence applicable to the vehicle being operated. The Successful Bidder shall provide all necessary facilitates for employees such that a high degree of cleanliness can be maintained and also provide rainwear with appropriate reflective markings during inclement weather.

The Successful Bidder shall ensure that its employees, at all times, behave in a polite and respectful manner towards the public, respect and answer any inquiries in a polite manner, and, if necessary, direct inquiries to the Town. Property Owners and businesses in the Town shall not be solicited by any means during the provision of the work. Any employee involved in any soliciting shall be disciplined by the Successful Bidder, and the Successful Bidder shall advise the Town of any disciplinary measures taken.

Employees are not to engage in arguing, quarrelling, swearing or other confrontational activities with residents. Employees are to be polite at all times and should in the case where a resident approaches the collector in any confrontational manner direct the resident to the Town. Should the Successful Bidder's employee(s) engage in this type of activity the Town reserves the right to have the successful Bidder remove the employee(s) from the position of waste collector for the life of this contract.

There shall be no scavenging of materials by the Successful Bidder or their staff.

In some properties where collection is required, it may be necessary to have employees undergo security and background checks. Bidders shall be responsible for all associated costs and ensuring their employees can conduct the work.

The Successful Bidder shall provide drivers that are trained in the operation of the vehicle(s), familiar with routes, schedules and able to operate the system safely and efficiently. For this purpose the Successful Bidder shall implement a training program to ensure that all drivers are completely familiar with operations, public relations, customer services, safety, policy and compliant procedures. Specifically all drivers of the collection vehicle(s), including temporary staff, are to be fully trained prior to operating a vehicle. The training program details shall be provided to the Town within two (2) weeks of award of contract, and the Successful Bidder shall advise the Town of its training program details on an annual basis and shall implement any changes required by the Town.

1.23 Waste Management

The Successful Bidder shall contain all collected waste materials and immediately clean-up any spilled material resulting from the work or normal route driving. During the provision of the work the Successful Bidder shall keep the serviced locations in as tidy a condition as is practical.

For three (3) stream collection, waste shall be placed at the roadside separated by the property owners. The Successful Bidder shall pick up and deliver the waste to the appropriate facility uncontaminated. If the split vehicle leaks from chamber to chamber or the vehicle is contaminated from previous loads, the Successful Bidder shall wash out the vehicle to minimize risk of contamination. It is the Successful Bidder's responsibility to ensure that there is no contamination between the three (3) waste streams. If there is cross contamination between the streams, any associated costs shall be the sole responsibility of the Successful Bidder.

The Successful Bidder shall understand and comply with all Rules and Regulations at the Robin Hood Bay Regional Integrated Waste Management Facility and all Waste Recovery Facilities.

Any fines, charges and/or fees charged to the Successful Bidder are the sole responsibility of the Successful Bidder. This includes, but are not limited to, landfill rate charges for source separated loads that are rejected at the processing facility and land filled at the per tonne rate.

1.24 Communication

All trucks are to be equipped with a cell phone at all times during waste collection hours. The cost to supply the cell phones shall be the responsibility of the Successful Bidder. The Successful Bidder shall provide the cell phone number of all waste collection trucks to the Town.

All complaints shall be directed to the Town. The Successful Bidder shall provide the Town with a phone number and e-mail address of a contact person to address complaints. The contact person shall be available during all hours of operation.

1.25 Schedule & Routing

The Successful Bidder shall follow a regular schedule for the collection and removal of waste material covering all streets in the Town on a once weekly basis. Discussion of scheduling will occur between the Town and the successful bidder within fourteen (14) days of contract award.

All waste shall be collected from the Town on a five (5) day per week schedule. All collections must be made between the hours of 7:00 A.M. and 6:00 P.M. Notwithstanding the hours of collection, all deliveries of collected materials shall conform to the normal business hours of the accepting facilities, except when otherwise indicated by the Town. If the Successful Bidder's

collection operations run past the deadline on a regular collection day, they shall be required to remain on duty until the collection is finished.

The anticipated collection route and schedule shall be proposed by the Successful Bidder to the Town within one (1) weeks of award of contract to the satisfaction of the Town. All associated costs with the agreed upon collection routes shall be the sole responsibility of the Successful Bidder.

The Town will assume responsibility for communicating the mutually agreed upon route to property owners with the cost being the responsibility of the Town.

Any changes in routing affecting the time of collection initiated by the Successful Bidder through the course of the Contract must receive approval by the Town before they become effective and the Successful Bidder shall be responsible for advising the property owners in writing at least one (1) week prior to the change in the hours of collection at no cost to the Town.

1.26 Statutory Holidays

Holidays are defined as all Statutory Holidays when RHB is closed and not available for the disposal of waste. On all defined Holidays alternate arrangements are to be made in to the satisfaction of the Town for waste collection. In the event of a dispute, the Town shall have the final decision as to these arrangements.

In all cases, waste normally collected on Statutory Holidays shall be collected the next business day unless otherwise agreed by the Town.

The Town will publish, once annually, a full list of the holidays for the year and no changes will be accepted after publication.

1.27 Weather Disruptions

In the event of inclement weather resulting in unsafe road conditions and/or road closures, the Successful Bidder shall contact the Town prior to cancelling or suspending waste collection. Suspended and/or cancelled collection shall be re-scheduled in consultation with the Town with the goal of collecting the waste from households and businesses disrupted. If a full day's route is cancelled due to inclement weather, the Successful Bidder will inform the public by 7 a.m. through one (1) pre-determined media source (VOCM) and Social Media. If portions of routes are cancelled midday due to changing weather conditions, the Successful Bidder will inform the public as early as practical through one (1) pre-determined media source (VOCM) and Social Media. The media sources shall be fixed and mutually agreed upon by the Successful Bidder and Town within two (2) weeks of award of Contract. All charges and/or fees charged are the sole responsibility of the Successful Bidder.

1.28 Failure to Comply with Scope of Work

The Successful Bidder shall be deemed to have failed to complete 100% of a day's collection if any one of the following circumstances occurs:

- the Successful Bidder misses one (1) collection location and does not return to collect it on the day directed by the Town to do so;
- the Successful Bidder has missed part of a route as determined by the Town;

- the Successful Bidder fails to complete a day's collection in the time prescribed;
- the Successful Bidder mixes any materials collected contrary to the specific instructions set-out in this Scope of Work;
- Bulk waste is to be collected on consecutive days until 100% of waste is collected. Consecutive days will not exceed five (5);
- the Successful Bidder fails to deliver to RHB or other location as designated by the Town within forty-eight (48) hours of collection.

1.29 Compliance with Scope of Work

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

- the Successful Bidder missed late "put outs"(as determined by the Town);
- the Town directed the Successful Bidder not to collect all or part of a day's collection;
- the Successful Bidder missed all or part of a day's collection due to a weather disruption (as determined by the Town)
- The Successful Bidder is not required to travel over unsafe roads;
- The Successful Bidder shall not collect recyclables on non-recyclable weeks;
- The Successful Bidder is not required to collect otherwise unacceptable waste.

1.30 Use of Courtesy Tags and Information Notices

Successful Bidder will supply courtesy tags / stickers, which advise the property owner of, generally, but not limited to, waste set-out infractions. The Successful Bidder's employees will affix the courtesy tag to the bag. Where the origin of the material cannot be determined, the Successful Bidder will inform the Town.

Should there be, in the opinion of the Town, an inappropriate distribution of courtesy tags, the Town may discontinue the use of the Successful Bidder's employees to distribute the courtesy tags and require the Successful Bidder's Supervisor to distribute courtesy tags, or may require the Successful Bidder to pay for third party services to distribute the tags, at the Town's sole discretion.

The Successful Bidder shall record all addresses, nature of problems and resolution of problems when a courtesy tag or information notice is issued and submit the record to the Town on a daily basis as required by the Town. This submission shall be in a prescribed format suitable to the Town. Digital photos shall be taken of infractions and included in the report.

1.31 Procedure for Resolution of Problems

The following list is the procedures for the resolution of problems. Where problems are not listed in this section, the Successful Bidder shall inform the Town immediately. The Public Works Superintendent shall act as the final arbitrator for the resolution of all problems associated with this Contract.

Where a collection location is in an unclean state due to the Successful Bidder's collection operations, then the Successful Bidder shall be responsible for cleaning the location.

Where a collection location is in an unclean state prior to the arrival of the Successful Bidder, then the Supervisor will leave an information notice for the resident. Upon repeated occurrence, the Successful Bidder shall notify the Town.

Where waste at a location has been missed by the Successful Bidder, then the Successful Bidder will return within twenty-four (24) hours to collect the item(s) that were missed. Failure to do so will result in liquidated damages as per Section 3.10.

Where waste at a location has been "put out" late, then the Successful Bidder shall return on the day that the item was reported as missed to collect the item and the Supervisor will leave an information notice for the property owner. In the case of a Collection for which there are multiple reported missed collections, the Successful Bidder may establish a record of a late put-out by having their collection personnel call in to report the absence of a container as soon as the truck has passed. The Town will make a good-faith effort to alleviate problems associated with repeated late put-outs at the same address.

Where three (3) stream wastes have contamination, the Successful Bidder will leave waste uncollected, attach a Courtesy Tag and record the address. The list of addresses will be forwarded to the Town on a daily basis.

Where items are hazardous or are considered to be hazardous by the Successful Bidder, which may cause injury to employees or damage to collection equipment, the Successful Bidder shall notify the Town immediately. In instances where non-collection of the material may jeopardize public safety (i.e.: used syringes not properly packaged), the Successful Bidder shall have in place a procedure to safely collect and dispose of (if necessary) the material, unless such collection is not permitted under provincial and/or federal law.

1.32 Contract Supervision by the Successful Bidder

The Town shall be provided with the email address and telephone numbers of the Successful Bidder's representatives who may be contacted and available twenty-four (24) hours per day, seven (7) days per week, on matters relating to this Contract and who shall have overall responsibility for the Contract.

The Successful Bidder shall have on duty on all Collection Days, sufficient and qualified Supervisors required to properly direct the Work, each having a telephone to ensure a courteous, prompt and efficient service for handling complaints.

1.33 Reports of Claims, Damages, and Incidents

All incidents involving property owners will be reported to the Town immediately.

Copies of all claims and reported damages must be reported to the Town in written form for each occurrence.

The Successful Bidder will resolve all claims for damages from property owners within thirty (30) days upon receipt of the claim in writing.

1.34 Town's Powers

The Town may stop any portion of the Work, if the Work is not being executed in accordance with the Tender Documents. The Successful Bidder must obey orders given by the Town relating to the quality of performance at once.

1.35 Tender Surety and Bonding

- (a) Bidding Security – Bidders shall submit with their/his/her Tender a bid bond by an approved Surety Company licensed to do business in the Province of Newfoundland and Labrador made out in favour of the Town.
- The bid bond shall be \$10,000. An approved certified cheque may be submitted in lieu of the bid bond.
 - The bid bonds of unsuccessful Bidders will be returned upon the award and execution of the contract.
 - Should the tender be accepted, the Bidder agrees that should the offer be withdrawn within the stated bid acceptance period, the bid deposit will be forfeited to the Town.
 - Bidders are reminded that failure to submit bid security in accordance with this requirement will result in rejection of Tender submitted.
 - The Town shall not pay interest on Bid and Performance Security.
- (b) Performance Bond – A Performance Bond or Letter of Credit listing the Town as the beneficiary shall be provided by the successful Bidder in the amount equal to 1 month payment for work under this contract. The Performance Security or Letter of Credit shall be received not later than one (1) week following award of contract by issue of a Letter of Acceptance and prior to formal execution of the agreement. The Performance Security or Letter of Credit is renewable each year of the contract. No Work is to be undertaken and no Contract shall be executed until a Performance Security or Letter of Credit has been received by the Town.

1.36 Payment

Payments will be made on a monthly basis upon receipt of detailed invoice and weigh bills and be based on satisfactory completion on work.

B. MATERIAL DISCLOSURES

All locations that were collected under previous contract will be collected by the successful bidder and be included in the tender cost. This includes all existing residential bin locations that are not road side but have been collected at this location under previous contracts. The Town will work with the successful bidder to ensure all locations are identified.

3Stream/Multi-Stream”waste shall include:

1. Household garbage which includes unmixed waste material.
2. Papers products (blue bag), which includes newspapers, flyers, magazines, catalogues, envelopes, writing and computer paper, books, boxboard, egg cartons, paper bags, toilet paper and paper towel rolls, and corrugated cardboard; and
3. Containers (blue bag), which includes aluminum, plastic bottles, tin cans, gable

tops, and tetra paks.

The Bidder is responsible to research area the collection area in Appendix E.

Appendix F identifies past weights collected for bidder information purposes only, the Town is not responsible for any errors in the weights supplied and is not responsible if weights under new contract change.

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix B)

Each bid must include a Submission Form (Appendix B) completed and signed by an authorized representative of the bidder.

2. Pricing Form (Appendix C)

Each bid must include a Pricing Form (Appendix C) completed according to the instructions contained in the form.

3. Bid Security

- \$ 10,000 as identified in section 1.35 of Appendix D

4. Other Mandatory Submission Requirements

- Letter of good standing from WorkplaceNL.
- Proof of Certificate of Clearance from Workers Compensation.
- Completion of Appendix A agreeing to all terms and conditions contained in this tender document and any addendums.
- Proponent must Identify similar work completed by the Proponent in the past 5 years and supply reference for proof of work. This must include administration and execution of work as it is related to waste collection and disposal. This will be verified by Owner.

D. MANDATORY TECHNICAL REQUIREMENT

- A sample Work Plan outlining scheduled collection times per area, type and number of vehicles required for collection, number of employees involved and safe work plan/procedures for all employees involved in collection.

E. PRE-CONDITIONS OF AWARD

- Proof of The Insurance as outlined the Appendix D.
- Name, email, phone number of primary contact for Waste Collection Contract.
- Proof of ownership or availability of all equipment required to complete work as identified in the Tender. All Vehicles will be of like new condition and be 2016 or newer. This may be waived by the Owner if condition can be verified to be in like new condition by independent inspector selected by the Owner.
- Performance bond will be supplied as identified in section 1.35 of appendix D.

APPENDIX E –Collection Area



APPENDIX E –Waste Collection Weights

Below is a 12 month breakdown of weigh bills submitted form waste collected under similar contract with the Town of Placentia.

Month	Garbage (Tonnage)	Recycling (Tonnage)	Bulk (Tonnage)
Sept. 2019	89.21	3.99	
Oct. 2019	124.76	5.07	18.58
Nov. 2019	89.97	3.43	
Dec. 2019	116.23	3.29	
Jan. 2020	81.70	3.06	
Feb. 2020	85.49	2.59	
Mar. 2020	79.14	3.10	
Apr. 2020	134.34	4.48	
May 2020	95.99	3.78	
June 2020	103.95	4.12	39.43
July 2020	114.41	3.89	
Aug. 2020	86.28	3.63	