



**Request for Tender**  
**Curbside Waste Collection**

**Request for Tender:** T-PW-22-04

**Issue Date:** Tuesday, June 28, 2022

**Closing Date & Time:** Tuesday, July 19, 2022 11:00 a.m. local time

**Address:** Township of Cavan Monaghan  
988 County Road 10  
Millbrook, Ontario, L0A 1G0  
Telephone: 705-932-9327  
Fax: 705-932-3458

**Attention:** Mr. Wayne Hancock  
Director of Public Works

**Late Tenders will not be accepted.**  
**The lowest price or any Tender not necessarily accepted.**

Project: Curbside Waste Collection  
Authority: Township of Cavan Monaghan  
Contract Administrator: Mr. Wayne Hancock  
Director of Public Works  
988 County Road 10  
Millbrook, Ontario, L0A 1G0  
Telephone: 705-932-9327 Fax: 705-932-3458

Tenderer: \_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address (Include Postal Code)

\_\_\_\_\_  
Telephone and Fax Numbers

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Name of Person Signing

\_\_\_\_\_  
Position of Person Signing

Tenders Received By: Wayne Hancock  
Director of Public Works  
Township of Cavan Monaghan  
988 County Road 10  
Millbrook, Ontario, L0A 1G0

To: Mayor and Members of Council  
Re: Curbside Waste Collection

Dear Mayor and Members of Council:

I/We, the undersigned, having carefully examined the sites of the proposed work, and having read, understood and accepted the Provisions, Plans, Specifications and Conditions attached hereto, each and all of which form part of this tender, hereby offer to furnish all machinery, tools, labour, apparatus, plant and other means of construction; all materials, except as otherwise stated in the Contract; and to complete the work in strict accordance with the Provisions, Plans, Specifications and Conditions hereto attached for the unit prices shown in this Tender.

I/We understand and agree that the quantities shown in this tender are approximate only and may be increased, decreased or deleted entirely at the discretion of the Contract Administrator.

Attached to the Tender is a certified cheque, or a Bid Bond, or a Letter of Credit in the amount of 10% of the total tender, made payable to the Township of Cavan Monaghan, the proceeds of which, upon acceptance of this tender, shall constitute a deposit which may be forfeited to the Township of Cavan Monaghan if I/We fail to fulfil the conditions and specifications as set out herein.

I/We hereby agree that notification of acceptance of this tender shall be in writing, and may be sent prepaid post, and if sent prepaid post, acceptance shall be deemed to have been made on the date of the mailing of such notification.

I/We agree that the work specified in the contract will be performed in strict accordance with all of the conditions, specifications and provisions outlined in the following Sections:

- Section 1.0: Instructions and Standard Conditions**
- Section 2.0: Scope of Work**
- Section 3.0: Itemized Bid**

Signed at the Township Office of Cavan Monaghan in the County of Peterborough

this \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Signature of Corporation Witness

\_\_\_\_\_  
Signature of Contractor or Seal of Firm  
& Position Held

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**1.0 Instructions and Standard Conditions**

**1.1 Purpose**

This Tender is being called for the collection of garbage (household waste), organic kitchen waste, and leaf and yard waste in the Township of Cavan Monaghan, and the transfer of waste from the Cavan Transfer Station to the Bensfort Road Landfill. The Tenderer must submit costs for all items outlined in Section 3.0 of this Tender Document.

**1.2 Delivery and Opening of Submissions**

Hard copy submissions of Sealed Tenders plainly marked “Tender T-PW-22-04 Curbside Waste Collection” will be received until: 11:00 a.m., Local time, Tuesday, July 19, 2022.

The Sealed tenders will be addressed to:	Mr. Wayne Hancock Director of Public Works Township of Cavan Monaghan 988 County Road 10 Millbrook, Ontario, L0A 1G0
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The Township of Cavan Monaghan shall not be responsible for Submissions which are not properly marked and/or delivered to any other location, other than that specified above. The use of any means of delivery of a submission shall be at the risk of the Tenderer.

Submissions received after the official closing time will not be considered and will be returned unopened to the respective Tenderer.

Tenders will be opened at 11:15 a.m., Local time, Tuesday, July 19, 2022 in the Council Chambers 988 County Road 10, Millbrook, Ontario, L0A 1G0 and streamed to the Township of Cavan Monaghan YouTube channel.

**1.3 Important Dates**

Tender Release Date	June 28, 2022	
Deadline for Questions	July 13, 2022	11:00 a.m.
Final Addendum Release (if needed)	July 11, 2022	4:30 p.m.
Deadline for Submission	July 19, 2022	11:00 a.m.

Tender Opening	July 19, 2022	11:15 a.m.
Contract Start Date	August 06, 2022	
Contract End Date (minimum)	August 06, 2025	
Contract End Date (maximum)	August 06, 2027	

#### **1.4 Title Definitions**

Wherever the word “Township” or “Owner” or “Authority” or “Corporation” appears in this Tender, it shall be interpreted as meaning the Township of Cavan Monaghan.

Wherever the word “Ministry”, “M.T.C.” or “M.T.O.” appears it shall be deemed to mean the “Ministry of Transportation, Ontario”.

Wherever the work “Contract Administrator” or “Engineer” appears it shall be deemed to mean the Director of Public Works or such other officers as may be authorized by the Authority to act in any particular capacity.

Wherever the word “Contractor” or “Tenderer” appears it shall be deemed to mean the individual and/or company who is submitting this Tender for bid submission of the work outlined herein.

#### **1.5 Examination of Tender Documents**

Each Tenderer must satisfy himself/herself by a personal study of the RFT documents respecting the conditions existing or likely to exist in connection with the proposed award. There will be no consideration of any claim, after submission of a Tender, that there is a misunderstanding with respect to the conditions imposed by this RFT.

Prices submitted must include all costs and the Tenderer must be satisfied as to the full requirements of the RFT. No claims for extra work will be entertained and any additional works must be authorized in writing prior to commencement. Should the Tenderer require more information or clarification on any point, it must be obtained in writing from the designated Township official prior to submission of the Tender.

**1.6 Blank Form of Tender**

One copy of the Tender, on the forms provided in Section 3.0 Itemized Bid, shall be submitted. All information requested shall be shown in the Tender, in the space provided and shall be typed or printed in ink.

**1.7 Tender Opening**

Tenders will be opened following the deadline for submission on Tuesday, July 19, 2022, in the Council Chambers, 988 County Road 10, Millbrook, Ontario, L0A 1G0.

**1.8 Tender Deposits**

All Tenders shall be accompanied by a certified cheque, or a Bid Bond, or a Letter of Credit for an amount equal to at least 10% of the Total Tender Amount, made payable to the Township of Cavan Monaghan, as a guarantee for the execution of the contract.

Bid deposits will be returned to all unsuccessful tenderers by courier or will be available for pick up by the Bidder within twenty (20) working days after the Tender has been awarded and approved by Council. In the case of a pickup, the person picking up the Bid deposit shall sign a receipt.

The Authority will retain the successful Tenderer's deposit until all conditions outlined in the Tender Documents have been fully completed to the satisfaction of the Contract Administrator.

**1.9 Right to Accept or Reject Tenders**

The Authority reserves the right to reject any or all Tenders or to accept any Tender should it be deemed to be in the Authority's best interest to do so. The lowest bid Tender or any Tender will not necessarily be accepted.

Tenders which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind may be rejected as a bid irregularity, in the Authority's sole and absolute discretion. All Tenders are subject to the Township's Policies included in the Purchasing By-law.



**1.10 Unacceptable Tenders**

Each item in the Tender Form shall include a reasonable price for such item. Under no circumstances will an unbalanced Tender be considered. The Authority and the Contract Administrator will be the sole judge of such matters, and should any Tender be considered to be unbalanced, then it will be rejected by the Authority.

**1.11 Ability and Experience of Tenderer**

The Authority reserves the right to reject any Tenderer where satisfactory evidence of sufficient capital, plant and experience to successfully performed and complete the work in the specified time, not furnished by the Tenderer.

**1.12 Harmonized Sales Tax**

The Harmonized Sales Tax shall not be included in Tendered prices for material supplied under this Contract.

**1.13 Execute Contract**

All complete tenders shall be open for acceptance for a period of sixty (60) days after the closing date. After this time, the Tender may only be accepted with the consent of the successful Tenderer.

**1.14 Location**

The work is located on various roads entirely in the Municipality and the Transfer Station within the boundaries of, and under the jurisdiction of the Township of Cavan Monaghan. Transportation of materials outside of the Municipality is necessary.

**1.15 Tenderers to Investigate**

Tenderers must satisfy themselves by personal examination of the sites and by such other means as they may prefer as to the actual conditions and requirements of the work.

The Tenderer shall carefully examine all scope and conditions so that the unit prices Tendered are commensurate with the nature of the work requested.

**1.16 Inquiries During Tendering**

The Tenderer is advised that inquiries regarding the interpretation of the Tender or specifications, shall be directed to the Contract Administrator, the Township of Cavan Monaghan, Telephone: 705-932-9327, Attention: Wayne Hancock, Director of Public Works. The Tenderer or their employees, agents or anyone acting on their behalf shall not contact, with the exception of the Contract Administrator, any Township of Cavan Monaghan Member of Council, Staff, Agent, Employee, Contractor or anyone acting on behalf of the Municipality in regards to this Tender, its evaluation process, or the award of contract. Any communications in regards to this Tender must be made through the Contract Administrator, failing to do so may disqualify the Tenderer for consideration in this Tender.

**1.17 Award of Contract**

The award of this Contract is subject to the approval of the Council of the Township of Cavan Monaghan, acting in its sole and absolute discretion.

**1.18 Addenda**

The Tenderer shall ensure that all addenda issued during the tendering period are attached as part of the submitted bid. Failure to do so will result in disqualification of the bid.

**1.19 Liability Insurance**

The successful bidder shall deliver a certified copy of his/her company or firm's Public Liability and Property Damage Insurance policy within 10 (ten) calendar days of receiving notice of acceptance. Coverage shall be a minimum of \$5,000,000 per accident in the name of the Township of Cavan Monaghan. Failure to provide such proof may result in the cancellation of the contract and forfeiture of the Tender deposit.

**1.20 Workplace Safety & Insurance coverage**

The successful bidder shall provide a Certificate of Clearance from the Workplace Safety & Insurance Board within ten (10) calendar days of receiving acceptance notice. Failure to provide such proof may result in the cancellation of the contract and forfeiture of the Tender deposit. The Authority may request the Contractor to provide an updated Certificate of

Clearance at any point during the term of the contract, prior to making payments to the Contractor.

**1.21 Withdrawal of Tenders**

A bidder may withdraw his/her Tender upon delivering a signed notice of withdrawal at least (3) hours before the closing date and time as set out in the Purchasing By-law.

**1.22 Notification of Acceptance**

Notification of Acceptance of Tender shall be by telephone and written form. The date of Acceptance of Tender shall be the date the written notice is mailed to the successful bidder.

## 2.0 Scope of Work

This Tender involves the provision of the following services:

- **Garbage Waste:** The curbside waste collection of garbage within the entirety of the Township of Cavan Monaghan. As well as the haulage of collected garbage to the County of Peterborough's Bensfort Road Landfill for disposal. (Note: tipping fees will be administered between the Township and the County and not a component of this contract). See Appendix A, for the Geographical Area Boundaries and Roads and the location of the garbage receptacles in downtown Millbrook.
- **Hauling of waste from the Transfer Station at 1427 Syer Line to the Bensfort Road Landfill.**
- **Organic Kitchen Waste:** The curbside collection of organic kitchen waste within the geographical area of Millbrook. As well as the haulage of collected kitchen organic waste to SusGlobal's Belleville Site for disposal. Currently the County of Peterborough does not have a compost and organics collection program however, should they implement a program during this contract the Township would be obligated to participate and this contract would be revised accordingly.
- **Leaf and Yard Waste:** The curbside collection of Leaf and Yard Waste within the Geographical Area of Cavan. As well as the weighing and haulage of collected leaf and yard waste to Woodleigh Farms for disposal. See Appendix A, for the Geographical Area Boundaries.

The contract of this tender is for 3 years commencing on the 1<sup>st</sup> of August 2022 and ending on July 31<sup>st</sup>, 2025. There is an option for the Township to extend the contract for up to 2 years following the end of the 3 year contract, pending budget approval and Council's authorization together.

## 2.1 Special Conditions

This section outlines special conditions related to the Tender:

1. The curbside pickup of garbage for Millbrook, Cavan and North Monaghan Geographical Areas (See Appendix A for Area and Roads Mapping) are to be coordinated with the recycling program throughout the County of Peterborough.

2. The curbside pickup of garbage in the North Monaghan Geographical Area is currently weekly on Wednesday and shall be completed between the hours of 7 a.m. and 5 p.m. (the Operating Hours).
3. The curbside pickup of garbage in the Millbrook and Cavan Geographical Areas is currently weekly on Friday and shall be completed between the hours of 7am and 5 pm (the Operating Hours).
4. All garbage will be taken to the Bensfort Road Landfill located at 1260 Bensfort Road, Peterborough, Ontario, K9J 1C5.
5. The curbside pickup of organic kitchen waste in the Millbrook Geographical Area is currently weekly on Friday and shall be completed between the hours of 7am and 5 pm (the Operating Hours).
6. Organic kitchen waste shall be transported the SusGlobal Site located at 704 Phillipston Road, Bellville, Ontario, K0K 2Y0.
7. The curbside pickup of garbage and organic kitchen waste will occur on a weekly basis.
8. The curbside pickup of leaf and yard waste in the Cavan Geographical Area occurs within specified calendar weeks in spring and fall and shall be completed between the hours of 7am and 5 pm (the Operating Hours) during the week (Monday to Friday).
9. The weeks for curbside pickup of leaf and yard waste in the Cavan Geographical Area will be coordinated with collection of leaf and yard waste with the County of Peterborough, who is responsible for Millbrook and North Monaghan Geographical Areas.
10. Leaf and yard waste shall be transported Woodleigh Farms located at 528 Sharpe Line, Cavan, Ontario, L0A 1C0.
11. The Contractor shall collect 100% of the curbside waste on each scheduled collection route on the scheduled collection day/week. The Contractor shall be deemed to have failed to complete 100% of a day's collection if the Contractor misses any, or all, of a designated collection route and does not return to rectify the situation on the day such collection was missed. The Contractor shall notify the Township if 100% of the day's collection is not completed successfully.

12. It is the responsibility of the Contractor to ensure that enough collection vehicles have been deployed during Operating Hours to collect 100% of the curbside waste. The collection vehicles will be properly maintained and equipped so as to provide the level of services specified in this Contract. The Contractor may be required to provide additional equipment in the event that garbage collection is extended to a two week period.
13. The collection vehicles must be compatible to service the Township's requirements identified herein and have fully enclosed steel bodies of sufficient capacity and strength, capable of loading, compacting and mechanically unloading all garbage, and designed to contain any debris and liquid from the garbage. The above mentioned bodies shall be mounted on an adequate truck chassis all to the approval of the Contract Administrator.
14. The Contractor will ensure that all vehicles are washed with a proper cleaning solution and that vehicles are disinfected inside and out prior to each collection week.
15. The Contractor shall ensure that all Collection vehicles are equipped with a broom, shovel, and supply of absorbent agents for the purpose of cleaning spills. The Contractor will immediately clean-up all spills of liquid or debris caused by the Collection operation, at their own expense, and forthwith notify the Township.
16. Where in the opinion of the Contract Administrator, equipment used by the Contractor is causing or is likely to cause damage to any public or private property, or roadway, a Designated Township Official may direct the Contractor to make changes or substitutions for such equipment at the Contractor's own expense.
17. Each residence is permitted to place two (2) garbage bags out for collection on a weekly basis.
18. Each commercial/business establishment is permitted to place four (4) garbage bags out for collection on a weekly basis.
19. There is no residential limit for number of Leaf and Yard Waste bags/bins.
20. The Contractor will supply and affix warning tags on waste bags that are not in an acceptable condition for pickup. Unacceptable conditions could include garbage bags that are in excess of 30 lbs, bags with tinting, bags that contain sharp objects, too many bags placed out for collection, etc. The Contract Administrator will discuss

unacceptable conditions with the Contractor upon award of the contract. The Contractor must maintain a log of warnings and is encouraged to provide recommendations to the Township to improve the collections and by-law enforcement processes.

21. The Contractor will provide a phone service that will be made available during each day that garbage pickup occurs. The phone service will be available during Operating Hours. The purpose of the phone service is to receive complaints from residents with regards to missed garbage pickup and any other issues. Any complaints made to the Contractor will be summarized and forwarded to the Township on the next business day along with a description of the steps taken to remedy the complaint or issue.
22. The pickup and delivery of waste from the Transfer Station, located at 1427 Syer Line, to the Bensfort Landfill site will include supplying waste bins at the Transfer Station. There are currently 8 bins in use at the Transfer Station; 4 for Household Waste, 2 for Excess Waste, 1 for Drywall, and 1 for Wood.
23. The bins at the Transfer Station will be picked up once per week on average, or at the request of Transfer Station employees. There will be a meeting with the successful Contractor prior to the contract commencing to discuss how Transfer Station pickups work.
24. The Contractor shall provide at their own expense, all materials, personnel and equipment as required for the mandatory collection, transportation and unloading of garbage.
25. In no event shall the Contractor be relieved of its obligations set out herein. Without limiting the generality of the foregoing, the Contractor shall not be relieved of strict performance of its obligations outlined herein due to:
  - a. Strike
  - b. Staff shortages
  - c. Collection Vehicle Breakdown
  - d. Collection Vehicle shortage
  - e. Quantity of materials to be collected

- f. Weather conditions, unless determined to be unsafe by the Contract Administrator
26. If the Contractor encounters any impassable obstruction including without limitation, utilities or other contractors working on the traveled portion of the Collection route, they will notify the Township immediately of the location and indicate the steps they will take to collect the garbage later that day or the following day.
27. The following are deemed to not be impassable obstructions:
- a. Parked vehicles
  - b. Moving vans
  - c. Snow banks
  - d. Ditches
28. The Contractor shall return all emptied containers to the location from which they were retrieved for Collection. Provided that under no circumstances shall they be returned to the traveled portion of any road or lane or sidewalk. Care shall be used not to damage any containers during Collection. The Contractor shall be responsible for replacing any containers damaged as a result of Collection.
29. Where the Township replaces Containers due to negligence of the Contractor, the cost of the replacement Containers will be deducted from the Contractor's payment.
30. The Contractor shall not mix any waste from any source with waste collected under the terms of this tender.
31. Upon the commencement by the Contractor of curbside waste collection, the Contractor shall assume full ownership, responsibility and liability for all waste collected and transported disposal locations.
32. The Contractor agrees to accept all waste materials, under this tender, in an "as is, no warranty" condition.
33. The following days are statutory holidays. There shall be no Collection of garbage by the Contractor on these days unless the Contractor is otherwise directed to do so by the



Contract Administrator. If there is no collection on the day of the holiday then the Township will designate an alternate collection day:

1. New Year's Day
  2. Family Day
  3. Good Friday
  4. Victoria Day
  5. Canada Day
  6. Civic Holiday
  7. Labour Day
  8. Thanksgiving Day
  9. Christmas Day
  10. Boxing Day
34. The Contractor shall bear, at its own expense, any additional or unforeseen costs including, but not limited to, such overtime, rates for extra forces, and cost any additional requirement or services as may be necessary to ensure continuous and uninterrupted service in accordance with Contractors obligations outlined herein.
35. At the outset of the Contract the Contractor will provide the Contract Administrator a route map indicating where trucks will start and follow throughout the collection day.
36. The Contractor will attend monthly meetings with the Township. The purpose of the monthly meetings is to discuss the status of the waste collection operations and any other issues or comments that the Contractor or Townships wishes to make and/or address.
37. The Contractor shall submit receipts to Township of Cavan Monaghan on a bi-weekly basis. The tickets shall be to identify and confirm the delivery of each load to their respective drop-off points or weigh stations.
38. A report will be prepared by the Contractor and submitted to the Township for review annually. The report will outline specifics related to the waste pickup operations during

that year and any issues encountered during the completion of the work. Additionally, recommendations on how the work program could be modified or how efficiencies could be optimized to provide cost savings to the Municipality are to be included in the annual report. Each annual report will address the waste pickup operations that occurred between August 1<sup>st</sup> and July 31<sup>st</sup> of the following year (a twelve month operating period). The annual report must be submitted annually by August 15<sup>th</sup>.

39. The contract is for 3 years commencing on August 1<sup>st</sup>, 2022 and concluding on July 31<sup>st</sup>, 2025. There is an option for the Township to extend the contract each year for 2 years following the end of the 3 year contract.

## **2.2 General Conditions**

### **2.2.1 Occupational Health & Safety Compliance**

The Contractor and his/her agents shall strictly adhere to all safety procedures and regulations as specified in the Occupational Health and Safety Act and Regulations for Construction Projects and Works.

### **2.2.2 Federal, Provincial, Municipal Laws**

The Contractor and his/her agents shall strictly adhere to all Federal, Provincial and Municipal Regulations, Legislation and By-laws.

It shall be the Contractor's responsibility to obtain the current revisions of applicable Acts, Laws and By-laws.

### **2.2.3 Safety Devices**

The Contractor shall place, construct, erect, or otherwise put in place such safety devices as may be required to protect motoring and pedestrian traffic from risk of injury. The Contractor shall ensure that all work areas are secure before leaving the site unsupervised at any time.

### **2.2.4 Access to Buildings and Properties**

The Contractor shall maintain access to buildings and properties in the work area.

### **2.2.5 General Contractor Definition**

The person or company signing this Tender shall be considered the Contractor.

### **2.2.6 Township of Cavan Monaghan Indemnification from Liability**

In and during the performance of the work, the Contractor shall indemnify and save harmless the Township of Cavan Monaghan from and against all claims demands, losses, costs, damages, actions, suits or other proceedings by whosoever made, brought or prosecuted in any manner based upon, occasioned by, or attributed to any such damage, injury or infringement.

### **2.2.7 Supply of Materials**

The Contractor shall supply all materials required to complete the work specified in the Tender. The payment provided in the Tender shall be deemed to include full compensation for the supply of said materials.

### **2.2.8 Contract Time and Liquidated Damages**

#### **a. Time**

Time shall be of the essence of this contract.

#### **b. Contract Schedule**

Work shall commence on or about August 1<sup>st</sup>, 2022 and the Contractor shall diligently carry out the work on this contract to completion on or before July 31<sup>st</sup>, 2025, unless the term is extended.

#### **c. Work Progress**

If the contract operating times (7 a.m. to 5 p.m.) are not sufficient to permit completion of the work by the Contractor it is expected that additional and/or augmented crews will be provided by the Contractor to the extent deemed necessary by the Contractor to ensure that the work will be completed within the time specified herein. Any additional costs occasioned by compliance with these provisions will be considered to be included in the prices bid for the various items of work and no additional compensation will be allowed therefore

**d. Liquidated Damage**

It is agreed by the parties to the contract that in case all the work called for under the contract is not completed in accordance with any portion of Section 2.0, a loss or damage will be sustained by the Authority. Since it is and will be impracticable and extremely difficult to ascertain and determine parties hereto agree that the Contractor will pay to the Authority the sum of \$500.00 as liquidated damages for each instance of non-compliance with Section 2.0, each and every calendar day a non-compliance occurs, as determined at the discretion of the Contract Administrator. It is agreed that this amount is an estimate of the actual loss or damage to the Authority which will accrue as a result of non-conformance with Section 2.0 herein.

The Authority may deduct any amount under this paragraph from any moneys that may be due or payable to the Contractor on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy action of other alternative that may be available to the Authority.

**2.2.9 Vehicle Loading**

Weighing shall be carried out in accordance with OPSS 102, or the latest revision thereof.

Where a vehicle is hauling material for use on the work under this contract, in whole or in part on a public highway, and where motor vehicle registration is required, the Contractor shall not permit any vehicle in his/her employ to be loaded beyond the legal limit or operated without valid registration.

**2.2.10 Spills Reporting**

Spills or discharges of pollutants or contaminants under the control of the Contractor, and spills or discharges of pollutants or contaminants that are the result of the Contractor's operations that cause, or are likely to cause adverse effects, as defined in the Environmental Protection Act, R.S.O. 1990, shall forthwith be reported to the Contract Administrator and shall be the responsibility of the Contractor. This reporting shall not relieve the Contractor of his/her legislated responsibilities regarding such spills or discharges. Additional notification and follow-up response / action may also be required under Provincial or Federal legislation.

**2.2.11 Method of Payment**

During or upon completion of the work on the Contract, the Contractor shall submit an invoice to the Township of Cavan Monaghan at least once each month. Such invoice shall specify the amount of work done, materials supplied and the value thereof according to the terms of the Contract and shall include all applicable taxes.

Terms shall be thirty (30) days net from the date the Contractor's invoice is received by the Township of Cavan Monaghan.

**2.2.12 Contract Schedule**

Work on the contract shall commence on the first regular collection day on or following August 6<sup>th</sup>, 2022 and be completed on the last regular scheduled collection day on or prior to August 5<sup>th</sup>, 2025.

**2.2.13 Quantity Adjustments**

The Township of Cavan Monaghan reserves the right to adjust the quantities of the tender items as required to meet budgetary constraints.

**2.2.14 Accessibility Standards**

As part of the Township's Accessibility Policy, upon acceptance of the successful tender, a Township Accessibility pamphlet will be mailed to the successful Tenderer. The Tenderer is requested to read the pamphlet and sign a form acknowledging that they have done so and comply with the requirements of the Policy.

**2.2.15 Disputes and Termination**

1. In cases of dispute as to whether or not deliverables required by any contract awarded under this RFT meet the requirements of the Township, the parties agree to attempt to negotiate a mutually agreeable settlement prior to submitting the matter at issue to a third party mediator or arbitrator or the court. The decision of such agent, mediator or arbitrator as the Township may appoint will be final and binding.
2. Notwithstanding the above, the Township may terminate any contract awarded under this RFT for any reason whatsoever, by giving one hundred and twenty (120) days

written notice to the Contractor of such intent. The Contractor shall not be entitled to any monetary compensation for work done following the notification period.

3. Notwithstanding any other provision in any contract awarded under this RFT, at the option of the Township, the Contract, or any part thereof, may be terminated on twenty-four (24) hours written notice to the Contractor, in the event that the Contractor:
  - a. declares its inability to pay debts as they generally become due;
  - b. is adjudged or adjudicated bankrupt or insolvent;
  - c. becomes subject to or requests any benefit or exemption relating to any provision or enactment concerning bankruptcy or insolvency;
  - d. withholds any funds payable to the Township or information from the Township;
  - e. abandons the Work under this Contract;
  - f. disregards any laws, by-laws, rules, regulations, standards, approvals or orders of any of the authorities having jurisdiction, including without restricting the generality of the foregoing, the directives of the Township;
  - g. gives or offers any gratuity to or attempts to bribe any member of Council, officer or servant of the Township; or
  - h. repeatedly fails to adhere to the terms of any contract awarded under this RFT and in particular commits repeated infractions in the performance of the Work.
4. In the event that the Township terminates all or part of any contract awarded under this RFT, the Township may take any steps to secure the completion of the Work and any damages or extra expenditures thereby incurred may be collected from the Contractor.
5. In the event the Township temporarily relieves the Contractor of a portion of the Work, it shall in no way affect the obligations of the Contractor with respect to the remainder of the Work or the same portion of the Work to be done in future.
6. In the event that the Township exercises their right to terminate the Contract then the Contractor shall be paid for only those Work(s) performed up to the date of termination that have been pre-approved by the Township.

7. Any representation or warranty given by the Contractor shall survive beyond termination of this Contract.

### **2.2.16 Character and Employment of Workers**

The successful Tenderer shall employ only orderly, competent and skillful workers to ensure that the works are carried out in a respectable, professional manner.

In the event that any person employed by the Contractor in connection with the work arising out of this Contract gives, in the opinion of the Township, just cause for complaint, the Contractor, upon notification by the Municipality in writing, shall not permit such person to continue in any future work arising out of this RFT.

### 3.0 Itemized Bid

This section outlines the itemized bid for each of portion of work outlined in Section 2.0. Each blank field outlined in the tables below must be populated with the contractor's cost estimates. At the time of drafting this RFT the frequency of the garbage pickup from residences, commercial/business establishments is weekly.

#### 1. Weekly pickup of Bins at Transfer Station

Size of Bin	Number of Bins Required	Price per lift and haul (40km round trip)	Weekly Cost (8 Bins)	Number of Collections per year	Total Annual Cost (Excluding HST)
40 Yard	8			52	

#### 2. Collection of Leaf and Yard Waste 7 times per year (3 weeks in spring and 4 weeks in fall with dates to be set up each year)

Item	Estimate Route Distance	Price per Collection (lump sum)	Number of Collections Per year	Total Annual Cost (Excluding HST)
Cavan	335 km		7	

#### 3. Weekly Residential Garbage Pickup (2 bags maximum per household)

Item	Estimated Number of Stops	Estimated Route Distance	Unit Price per Stop	Number of Collections per year	Total Annual Cost (Excluding HST)
North Monaghan	412	65 km		52	
Millbrook	926	17 km		52	
Cavan	2220	335 km		52	

#### 4. Weekly Commercial/Business Garbage Pickup (4 bags maximum per business)

Item	Estimated Number of Stops	Estimated Route Distance	Unit Price per Stop	Number of Collections per year	Total Annual Cost (Excluding HST)
North Monaghan	71	65 km		52	
Millbrook	60	17 km		52	
Cavan	62	335 km		52	



### 5. For Residential/Commercial Organic Kitchen Waste Pickup

Item	Estimated Number of Stops	Estimated Route Distance (Total)	Unit Price per Stop	Number of Collections per year	Total Annual Cost (Excluding HST)
Millbrook	986	17 km		52	

### 6. Transportation Costing, Organic Kitchen Waste

Item	Unit Price per Trip	Number of Collections per year	Total Annual Cost (Excluding HST)
SusGlobal Disposal		52	

### Annual Summary

#### Option 1 (Weekly Collection): Total Annual Cost for Services: Items 1, 2, 3, 4, 5 & 6

	Subtotal Cost	HST	Total Annual Cost
Year 1			
Year 2			
Year 3			
Year 4*			
Year 5*			

\* This is a provisional item in the event that the contract is extended for up to two (2) years subject to Township approval. Year 4 and 5 pricing must be honoured by the contractor at the completion of the first three years, failure to honour the pricing provided herein, upon the request of the Township, will constitute an incomplete contract and result in all or a portion of the Tender Deposit to be surrendered to the Township. The deposit amount surrendered will equal any amounts paid by the Township to have the services continued for years 4 and 5 above the costs provided herein for years 4 and 5.

**All garbage will be taken to the City/County of Peterborough Landfill at 1260 Bensfort Road, Peterborough, Ontario. All organic kitchen waste will be taken to the SusGlobal**

**Bellville Site at 704 Phillipston Road, Bellville, Ontario. All leaf and yard waste will be taken to the Woodleigh Farms at 528 Sharpe Line, Cavan, Ontario.**

**Weekly Collection:**

**Subtotal Cost for Years 1-3: \_\_\_\_\_**

**HST for Years 1-3: \_\_\_\_\_**

**Total Cost for Years 1-3: \_\_\_\_\_**

**Tenderer's H.S.T. Registration Number: \_\_\_\_\_**

**4.0 Contractor's Equipment and Experience**

The Authority reserves the right to reject the Tender of any bidder who does not furnish satisfactory evidence of sufficient capital, resources, equipment and experience to successfully undertake and complete the work in the specified time.

In order to aid the Authority in determining the ability of each Tenderer, the Tenderer shall complete Statement "A" through "D" as outlined below (if there is insufficient space below please attached additional sheets and label as such).

**4.1 Statement A**

State the Tenderer's experience in similar work which he/she has successfully completed. Please complete in the space provided below:

**4.2 Statement B**

Provide a list of the Tenderer's senior supervisory staff with a summary of the experience of each. Please complete in the space provided below:

**4.3 Statement C**

Provide a list of the Tenderer's proposed equipment; be sure to specify any additional equipment available to facilitate a bi-weekly collection frequency. Please complete in the space provided below:

**4.4 Statement D**

The Township is requesting additional information pertaining to the Tender based on the Tenderer's past experience. Please provide a brief description of approaches that will add value to the services priced above. Also, the Tenderer is encouraged to provide comments with respect to bi-weekly collection frequencies based on their experience with waste collection. Please complete in the space provided below:

**5.0 Contractor’s Acknowledgement and Understanding of Tender**

The work specified in the Contract shall be performed in strict accordance with the following Section. The contractor also acknowledges that the information presented in these sections is understood and completed (where necessary):

- Section 1.0: Instructions and Standard Conditions**
- Section 2.0 Scope of Work**
- Section 3.0 Itemized Bid**
- Section 4.0 Contractor’s Equipment and Experience**
- Appendix A: 1. Geographic Boundary Map**  
**2. Waste Receptacles Locations in Millbrook**

The Contractor, by this Tender, offers to complete the work of this Contract in strict accordance with the terms contained herein.

By my/our signature hereunder, I/we hereby identify this as the Schedule of Tender Data, Plans and Specifications, for Tender T-PW-22-04, executed by me/us bearing date this day \_\_\_\_\_ of \_\_\_\_\_ 2022.

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

(Company Seal)

Name of Firm: \_\_\_\_\_

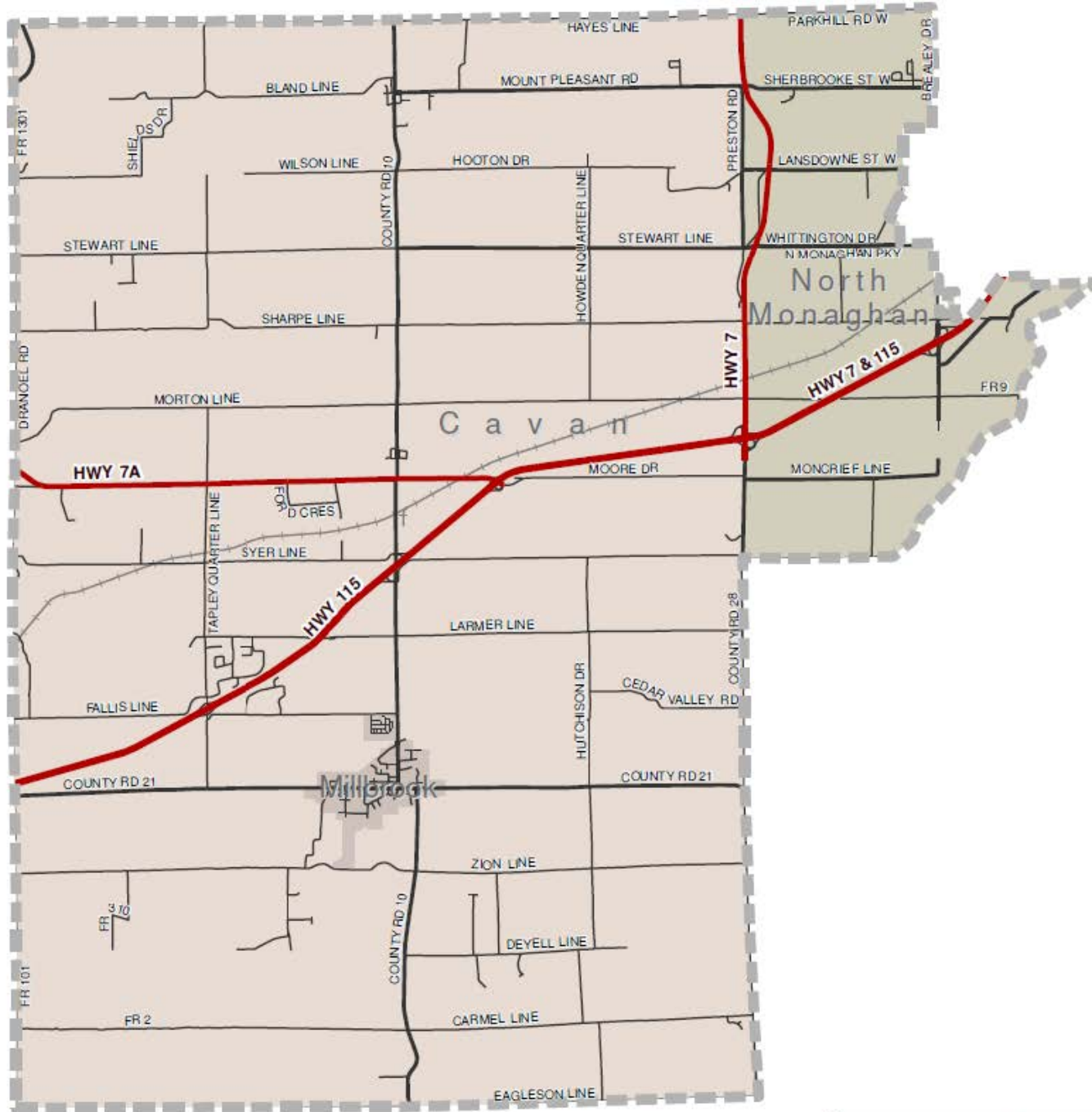
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**Appendix A**  
**Township Maps**

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**REQUEST FOR PROPOSAL  
CURBSIDE PICKUP**  
TOWNSHIP OF CAVAN-MONAGHAN



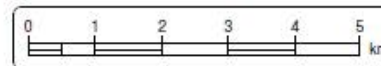
**LEGEND**

- Highway
- Major Road
- Minor Road
- Railroad
- Township of Cavan-Monaghan Boundary
- Geographical Area**
- Cavan
- Millbrook
- North Monaghan

Notes:  
- Ward boundaries were obtained April 2017 from the County of Peterborough online GIS.  
- Base mapping features are © Queen's Printer of Ontario, 2015 (this does not constitute an endorsement by the Ministry of Natural Resources or the Ontario Government).




**GEOGRAPHICAL AREA MAP**



Scale:	1:110,000	Projection:	NAD 1983 UTM Zone 17N
Date:	June 2022	Figure:	<b>Appendix A</b>
Rev:			

**REQUEST FOR PROPOSAL  
CURBSIDE PICKUP  
TOWNSHIP OF CAVAN-MONAGHAN**

**LEGEND**

 Waste Receptacles

**Notes:**  
 - 2013 aerial imagery obtained April 2017 from the County of Peterborough online GIS.  
 - Base mapping features are © Queen's Printer of Ontario, 2015 (this does not constitute an endorsement by the Ministry of Natural Resources or the Ontario Government).



**WASTE RECEPTACLES  
IN MILLBROOK**

Scale:	1:4,000	Projection:	NAD 1983 UTM Zone 17N
Date:	April 2017	Figure:	<b>Appendix A</b>
Rev.:			

