



**ISLAND WASTE MANAGEMENT CORPORATION**

110 Watts Avenue  
Charlottetown, PE C1E 2C1  
Toll Free: 1 888 280 8111  
Fax: 902 894 0331  
[www.iwmc.pe.ca](http://www.iwmc.pe.ca)

January 15, 2019

Label Construction & Sanitation  
PO Box 233  
6 MacAleer Dr  
Charlottetown PE  
C1E 1Z2

**Attention: Mr. Dean Crosby**

As per our meetings, conversations, and your letter dated August 20, 2018 (which outlined your conditions for an extension), please be advised that Island Waste Management Corporation (IWMC) is in approval with your proposal for the extension of Island Waste Management Corporation's Waste and Compost Collection Contracts for the areas of East Prince and West Prince. The extension period will be from September 1, 2019 to August 31, 2024 with the option for an additional term based on mutual agreement from both parties.

Label Construction & Sanitation and IWMC hereby agree to the following:

**East Prince**

The existing contract for the area of East Prince scheduled to expire August 31, 2019 will be extended for 5 years based on the per unit price for each year as outlined in the table below:

TERM	ANNUAL HOUSEHOLD RATE	ANNUAL COTTAGE RATE	ANNUAL EXTENDED COTTAGE RATE
Sept 1, 2019-Aug 31, 2020	\$51.56	\$29.00	\$29.95
Sept 1, 2020-Aug 31, 2021	\$53.43	\$29.00	\$29.95
Sept 1, 2021-Aug 31, 2022	\$55.30	\$29.00	\$29.95
Sept 1, 2022-Aug 31, 2023	\$57.17	\$29.00	\$29.95
Sept 1, 2023-Aug 31, 2024	\$59.04	\$29.00	\$29.95

**West Prince**

The existing contract for the area of West Prince scheduled to expire August 31, 2019 will be extended until August 31, 2024 based on the pricing on the original contract as outlined below:

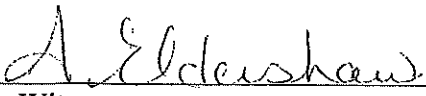
TERM	ANNUAL HOUSEHOLD RATE	ANNUAL COTTAGE RATE	ANNUAL EXTENDED COTTAGE RATE
September 1, 2019 - August 31, 2024	\$76.00	\$25.08	\$45.08

In addition it is understood that:

- This extended agreement shall not be assigned or subcontracted in whole or in part by Label Construction & Sanitation without the prior written consent of IWMC.
- Collection equipment vehicles replaced during this term shall be equipped as outlined in our original agreements.
- All payments including monthly contract payments and annual housing and fuel adjustments will be processed based on the terms of the original contracts or any amendments made to these original contracts.
- All terms and conditions of the original collection contract including any amendments made to the original contract will remain in place for the duration of the contract extension term.

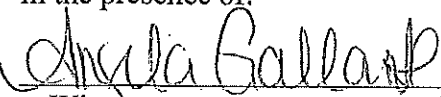
IN WITNESS WHEREOF the parties hereto agree to this extension of Island Waste Management Corporation's East Prince and West Prince Waste and Compost Collection Contracts. Both Parties have executed this AGREEMENT on January 16, 2019.

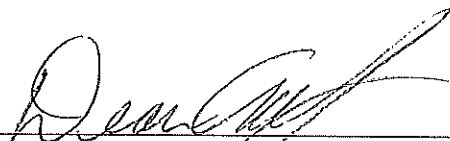
SIGNED SEALED AND DELIVERED  
in the presence of:

  
Witness

  
Island Waste Management Corporation

SIGNED SEALED AND DELIVERED  
in the presence of:

  
Witness

  
Label Construction & Sanitation



**ISLAND WASTE MANAGEMENT CORPORATION**

**TENDER**

**FOR**

**ISLAND WASTE MANAGEMENT CORPORATION**

**PROVINCE OF PRINCE EDWARD ISLAND**

Sealed tenders will be received at the Island Waste Management Corporation, 110 Watts Avenue, Charlottetown, PEI, C1E 2C1 prior to 12:00 noon local time (ADT), Thursday 15 September, 2011

Tenders will be opened at the above advertised time and place and bidders are invited to be present at the opening. Lowest or any tender will not necessarily be accepted.

**TENDERS WILL BE CLEARLY MARKED:  
IWMC -WEST PRINCE AREA  
COLLECTION & TRANSPORTATION OF  
RESIDENTIAL WASTES & ORGANICS**

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**(OFFICIAL COPY)**

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**INSTRUCTIONS TO BIDDERS  
ISLAND WASTE MANAGEMENT CORPORATION  
IWMC -WEST PRINCE AREA  
COLLECTION & TRANSPORTATION OF  
RESIDENTIAL WASTES & ORGANICS**

**1. SECURING DOCUMENTS**

Copies of the Official Tender Bid Package are available at Island Waste Management Corporation's CHARLOTTETOWN OFFICE Monday to Friday between the hours of 8:00 AM and 4:00 PM. The office is located at:

**110 Watts Avenue, West Royalty Business Park Charlottetown PEI**

**2. TENDER CLOSING DATE**

Tenders will be received prior to 12:00 noon local time, (ADT) Thursday 15 September 2011 the "Tender Closing Date", at the **CHARLOTTETOWN OFFICE** of the Corporation, located at 110 Watts Avenue, West Royalty Business Park, Charlottetown PEI at which time the tenders will be opened publicly. **Tenders received after the 12:00 noon deadline will be returned unopened to the bidder.**

**3. TENDER BID PACKAGE**

The complete tender bid package includes the following:

- (i) Invitation to Tender
- (ii) Instructions to Bidders (Contract A)
- (iii) Tender Form
- (iv) Contractual Agreement (Contract B)
- (v) Appendix 1 - Evaluation Criteria
- (vi) Appendix 2 - Area Collection Map
- (vii) Appendix 3 - IWMC Calendar/Sorting guide
- (viii) Appendix 4 - Spring / Fall Clean-up details
- (ix) Appendix 5 - Proposed Collection Equipment list
- (x) Appendix 6 - Cart Lifter Specifications
- (xi) Appendix 7 - Apartment List
- (xii) Appendix 8 - Waste Watch Orientation/Training Guideline
- (xiii) Appendix 9 - Example of OS&H Manual topics

#### 4. **BIDDERS RESPONSIBILITY**

(i) **Examination of Tender Bid Package**

Before submitting a bid, each bidder shall carefully examine the complete Tender Bid Package documents and be familiar with all working conditions and take into consideration all such conditions when submitting a bid. In addition all submitted bids shall be completed and signed as indicated on the Tender Form. No allowance shall be made to any bidder because of lack of such examination or knowledge.

(ii) **Examination of Legislation**

Before submitting a tender, each bidder shall familiarize himself with all applicable legislation which governs and impacts on the performance of work including; Workers' Compensation Act, Occupational Health and Safety Act, Highway Traffic Act, PEI Environmental Protection Act, Transportation of Dangerous Goods Act, and The Canadian Environmental Protection Act.

(iii) **Independent advice**

The Bidder is responsible for obtaining, prior to submitting a tender, independent financial, legal, accounting, engineering, environmental and other technical advice.

(iv) **OH&S Program manual**

The successful bidder will be required to submit to The Corporation for examination and retention, a copy of their company Occupational Health & Safety Program Manual which satisfies the requirements as set out by PEI Workers Compensation Board OH&S Act & Regulations and with which they must comply. Refer to Appendix 9 for an example of topics to be covered. Acceptance by The Corporation does not imply that any OHS manual presented by the contractor is thus endorsed or approved by The Corporation. Failure to submit this manual may be grounds for rejection of the Tender.

#### 5. **INTERPRETATION OF TENDER BID PACKAGES**

If a potential bidder is in doubt as to the meaning of any part of the Tender Bid Package, or finds discrepancies or omissions from any part of the Tender Bid Package, the bidder may request an interpretation or correction thereof at any time prior to the Tender Closing Date. Any interpretation or correction of the Tender Bid Package by The Corporation shall be made only by written Addendum and shall be mailed, faxed or delivered to each bidder. The Corporation shall not be responsible for any other explanation or interpretation of the Tender Bid Package. All communications regarding this work and the tender process shall be addressed to the attention of **Gerry Moore** at the Charlottetown office of The Corporation,

gmoore@iwmc.pe.ca, phone 902-894-0333, fax 902-894-0331. All questions must be received by The Corporation at least five working days prior to the Tender close date, and a written response shall be available no later than three working days before the tender closing date.

## 6. SECURITY REQUIREMENT

### (i) Bid Deposit

A bid deposit of \$10,000 in the form of Performance Bond from a surety company licensed to do business in Prince Edward Island, or a certified cheque payable to Island Waste Management Corporation must accompany the bid. The Corporation reserves the right to retain the deposit of other bidders until an agreement has been completed with the successful bidder, at which time all other deposits shall be returned to the bidder. If the successful bidder refuses to enter into the Agreement, their deposit shall be forfeited to The Corporation as liquidated damages.

### (ii) Contract Security

*# 50,000 AM*

The successful contractor shall be required to provide The Corporation with a Performance Bond or a performance deposit in the form of a certified cheque payable to The Corporation in the amount of \$100,000 (one hundred thousand dollars). The required Bond shall be provided by a Surety or Insurance Company licensed to do business in the province of Prince Edward Island, reasonably acceptable to The Corporation, and shall be payable to The Corporation and contain such terms and conditions as are acceptable to The Corporation. The premium of said bond shall be paid by the Contractor and must be filed with The Corporation prior to or at the time of signing the contract. The performance deposit shall be invested in a term deposit and the interest earned thereon shall be paid to the contractor on an annual basis. Upon completion of the contract the original deposit and any retained interest will be returned to the Contractor.

## 7. COMPETENCY OF BIDDER

Bidder must be capable of performing the various items of work bid upon and are advised that this Tender will be evaluated based on several criteria besides the Tender price submitted on the Tender form. They are required to furnish with the Tender form the following:

- Bid deposit
- Proof of insurance
- List of proposed equipment
- Company structure, years in business and officers
- Incorporated certificates
- List of key management personnel who will be responsible for carrying out the contract and their prior experiences
- Statement covering corporate experience in similar work

- Statement of financial resources
- OH&S company manual
- References

The Corporation retains the right to request additional information as required to fairly assess the bids and all information presented here will be used in the tender evaluation process as further outlined in Evaluation Criteria **Appendix 1**.

## 8. **TENDER FORM**

In order to receive consideration, all bids shall be completed in strict accordance with the following:

### (i) **Forms**

All bids shall be made upon the forms provided, properly executed and with all items completed. The wording of the Tender Form shall not be changed, and words shall not be added or subtracted except where specifically authorized by The Corporation in writing. Unauthorized conditions, limitations or provisions attached to the proposal may be cause for rejection of the proposal.

### (ii) **Name of Bidder**

If the bidder is an individual, the name and address must be shown; if the bidder is a partnership, the name and address of each partner must be shown. If the bidder is a company, the name, title and phone number of all officers must be provided and the proper persons authorized to enter into contracts for the company must sign the Forms of Tender and the corporate seal must be affixed. If the successful bidder is a company, it may be required to furnish, prior to award of the contract, a copy of the resolution of the Board of Directors authorizing the signing officer(s) to sign the tender on behalf of the company.

### (iii) **Submitting of Tenders**

No telegraphic/telefax bid or telegraphic modification of a bid will be considered. No bids received after the Tender Closing Date and time will be considered. Late bids will be returned to the bidder unopened. The bid shall be addressed to The Corporation **with the name of the bidder on the sealed envelope** and shall be delivered/received at the Corporation's Charlottetown Office Located at 110 Watts Avenue, West Royalty Business Park Charlottetown prior to Tender Closing Date of 12 noon ADT on Thursday 15 September 2011. **It is the sole responsibility of the bidder to ensure that such bid is received on time.**

(iv) **Tender on Part or All of Contract**

Tenders must be for "all" work. Tenders for part of contract will not be accepted. Bidders are required to submit their bid on the attached tender sheet.

9. **WITHDRAWAL OF TENDERS**

(i) **Prior to Opening**

Any bidder may withdraw its unopened or unannounced tender, either personally or by written request to The Corporation's Charlottetown Office, at any time prior to the Tender Closing Time 12:00 noon, ADT, Thursday 15 September 2011.

(ii) **After Opening**

No bidder may withdraw its tender for a period of 45 days after the Tender Closing Date and all tenders shall be subject to acceptance by The Corporation during this period. The Corporation may choose to return early the Bid Deposits to those bidders whose bids are not considered likely to be selected at the completion of the evaluation process.

10. **AWARD OR REJECTION OF TENDERS**

(i) **Reserves the Right**

The Corporation reserves the right to reject any or all tenders, not necessarily accept the lowest tender, or to accept any tender or revised tender which it may consider to be in its best interest. The Corporation also reserves the right to waive formality, informality or technicality in any tender. While the lowest tender will be of prime consideration in determining which tender offers the best value to The Corporation, The Corporation's assessment of the bidder's overall competence and capability to perform the contract will be critical factors in the selection of a successful bidder, as outlined in the Evaluation Criteria **Appendix 1**.

(ii) **No Obligation or Liability**

Submission of a Tender shall not obligate nor should it be construed as obligating The Corporation to accept any such offer or to proceed further with the project. The Corporation may in its sole discretion elect not to proceed with the project and may elect not to accept any proposal for any reason. The Corporation shall not be liable for any information or advice or any errors or omissions which may be contained in the documents, addendum, appendices, data, materials or other documents disclosed or provided to the Bidder pursuant to this Request for Tenders. The Corporation makes no representation or warranty express or implied in fact or in law with respect to the



accuracy or completeness of this Invitation to Tender and The Corporation shall not be responsible for any action, cost or liability whatsoever arising from the Bidder's reliance or use of such documents, appendices, data, and materials presented in respect to this project.

(iii) **Unsuccessful Tenders**

Unsuccessful bidders shall be notified in writing by The Corporation no later than forty five (45) days after the Tender closing date.

(iv) **Successful Tenders**

The successful bidder shall be notified in writing by The Corporation no later than forty five (45) days after the Tender closing date.

**11. EXECUTION OF AGREEMENT**

The form of agreement which the successful bidder, as Contractor, will be required to execute is included in the Tender Bid Package as Contract B and shall be carefully examined by each bidder. The Successful Bidder shall, within 5 business days after notice of award and receipt of Agreement forms from The Corporation, execute and deliver to The Corporation all required copies of the Agreement together with the required insurance certificates, Occupational Health and Safety Manual, and the required contract security as outlined and any further information as may be requested by The Corporation, all in form and content acceptable to The Corporation.

**12. DEFINITIONS**

All definitions used in this document shall be the same as those used in Item 1 of Contract B which is part of this tender package.

**13. SCOPE OF WORK**

Note: The terms and provisions contained in this contract supersedes all previous cart collection contracts which may have been issued through IWMC in the past.

**13.1 SERVICE AREA**

In general the West Prince Region includes all residences in the areas of Prince County, west of the community of Portage proceeding westward to North Cape. Included as a part of this contract within these boundaries are the towns of O'Leary, Alberton and Tignish. Refer to the map attached as **Appendix 2** for details as well as collection schedule days.

Effective 31 March 2011, West Prince region encompassed **5002 year round households** of which there are 58 properties that had 3 or more units totaling 355 apartment units. Also included in the year round figure are **11 church properties** which are serviced through the residential program. There were also a total of **731 cottages** during the 2010 cottage season and an additional **21 cottages** which received extended cottage service. Regular cottage collections begin the week of June 1<sup>st</sup> each year, and continue until the week of September 30<sup>th</sup>. Extended cottage collections are usually scheduled to begin in the week May 15<sup>th</sup> and are concluded in the week of October 31<sup>st</sup>. The Corporation will advise the contractor each year of the exact collection start and end times.

**Note: For the purpose of bidding, the Contractor must provide yearly unit bid prices for collection of individual households, cottages and extended cottage service as set out in the tender form.**

The Corporation reserves the right to adjust the boundaries within the service area, and numbers of serviced units within the area on an annual basis. This adjustment will usually be completed before April 1<sup>st</sup> of each calendar year, and subsequent invoices from the contractor will be based upon these adjusted figures.

**The total volume of material collected in the West Prince Region during the calendar year of 2010 was as follows: Waste – 1695 metric tonnes, Compost – 1144 metric tonnes, this includes both the spring and fall cleanup periods.**

### **13.2 WEEKLY COLLECTION GUIDELINES**

#### **(i) Collection Procedure - Weekly**

Residential collection is provided on a cart-based system alternating weekly between waste and compost, currently using 240 or 140 liter SSI Schaefer carts. The Corporation reserves the right to change the brand of cart utilized at any time throughout the contract period. Contractors are required to travel roads in both directions to collect carts on either side of the highway; under no circumstance shall carts be wheeled across the highway to the collection vehicle. During regular weekly collections the contractor is not required to provide service at an address where no waste watch cart is evident, but drivers should use judgment in determining whether service is warranted or not, i.e. cold ashes set out for pick-up without cart. Current guidelines permit residents to place up to two additional bags or containers of excess material with their cart, and these containers must not exceed 50 lbs gross weight and be physically sized such that they can be handled safely by one person. In the event that a container is rejected for collection, the driver must immediately indicate to the customer with an info tag or sticker and advise the Customer Service Center the reason for the rejection. Contractor must collect all materials which have been approved by The Corporation for an particular stream, including but not limited to those which are included in the Sample collection calendar/ sorting guide, attached here as **Appendix 3**.

(ii) **Missed Collection Procedure - Weekly**

Customers will have up to two working days to report a missed collection. The Corporation will maintain customer call records, analyze trends, evaluate daily driver reports and determine the validity of the missed collection report. Contractors will be advised by The Corporation of valid missed collections and upon notification, are expected to return as soon as possible but will have up to two working days to provide collection. Should contractors fail to provide collection within this specified time frame, The Corporation will provide the collection and in doing so reserves the right to withhold \$60.00 per collection from the contractor's monthly payment for each missed collection.

NOTE: In the event that a collection is delayed due to extenuating circumstances such as road conditions, low branches or electrical wires, limited turning area, or road construction, the two day return time limit may be expanded. The contractor must notify The Corporation with details on the situation, and with an estimated time frame of when the collection will be completed. The Corporation retains the right to approve or reject the time limit extension.

**13.3 SPRING / FALL CLEANUP COLLECTION GUIDELINES**

(ii) **Collection Procedure – Spring/Fall Cleanup**

Service is offered spring and autumn to customers to allow for pick-up of items not usually collected in the regular weekly collections. This will comprise a week of yard waste organics collection, a week of waste collection, and another week of yard waste organics collection. These collection schedules are determined by The Corporation and published semi-annually on the collection calendar & sorting guide attached as **Appendix 3**. The Corporation reserves the right to alter or adjust the materials collected and the weekly schedule as may become necessary during the contract term. The contractor is expected to collect these materials using a separate vehicle from the regular weekly cart collections, and all materials collected are to be delivered to the appropriate final disposal facility. Contractors must collect all materials which have been approved by The Corporation for a particular stream, including but not limited to those which are listed on the sample clean up guidelines attached as **Appendix 4**.

The contractor must understand that during this period there will be elevated amounts of material to be collected. It will be the responsibility of the contractor to provide sufficient vehicles, personnel and labor to handle these seasonal peaks and each area is to be completed on schedule. The Corporation reserves the right to require the contractor to complete an additional collection beyond the regularly scheduled three-week clean up period. Compensation for any such additional collections will be negotiated between the contractor and The Corporation.

**NOTE: Cottage units are not included as a part of this service.**

**(ii) Missed Collection Procedure – Spring/Fall Cleanup**

In the event a spring/fall collection is missed through no fault of the customer, the contractor is required to return and provide collection. The customer will have up to one week following the scheduled clean up to report a missed collection and the contractor, following notification will have one week to complete the collection. Should the contractor fail to complete the clean up within the above time limit, The Corporation will provide the collection and in doing so reserves the right to withhold \$60.00 per collection from the contractors monthly payment.

**13.4 ROAD ACCESS**

The contractor must travel all roads, both public and private, within the service area, unless otherwise directed by The Corporation. In cases where the regular truck cannot safely access a property, the contractor is expected to provide a smaller vehicle at no additional cost to The Corporation to complete the route. This includes but is not limited to narrow roadways, driveways, multiunit properties as well as private roads. When the collection schedule is interrupted due to inclement weather, poor road conditions, weight restrictions, blocked vehicle access, or due to any other circumstance not the fault of the customer, an alternate collection must be provided as per procedure outlined in 13.2 (ii). There may be circumstances where access to a particular property is impractical. In such cases, The Corporation will be the sole judge on what services will be provided to resolve the issue.

**13.5 EQUIPMENT**

All bidders must submit their proposed equipment lists with their tender on the attached **Appendix 5**. Prior to award of Contract, The Corporation shall approve the original equipment selected for carrying out the work. It is a minimum requirement of this Tender that at any time during the contract period, that all collection vehicles used for this contract meet or surpass the Emission Standards for Heavy Duty Engines as issued for the year 2010 by Environment Canada and that all vehicles used will be maintained throughout the contract period. Any exceptions to this will require prior approval and inspection from The Corporation as outlined in below.

The Contractor will indicate in his Equipment List the original number of Primary and Spare collection vehicles he will supply to perform the collection of the various source-separated solid waste streams within the Area(s) in the time period prescribed. At any time after the beginning of the Contractor's operations and at no additional cost to the Corporation, The Corporation reserves the right to instruct the Contractor to increase the number of collection vehicles (which meet the above primary vehicle standards) to ensure adequate performance. The Contractor will be required to supply whatever additional collection vehicles are necessary to adequately handle weekly and/or seasonal variations in the amount of material placed for collection. It shall be the Contractor's responsibility to provide for adequate fleet to

reflect growth in serviced units and seasonal fluctuations in amount of materials to meet the requirements of the contract. **The Corporation or its designate may inspect the collection equipment of the Contractor at any time and the contractor is required on demand to immediately deliver the vehicle to a designated inspection facility as determined by The Corporation.**

The collection vehicles are to be properly constructed and maintained to eliminate the depositing of waste or organics onto the road or street during the performance of the Contract. It is the Contractor's responsibility to immediately clean up any debris caused as a result of spillage from containers while handling materials or which falls from the collection vehicles onto the road or street. Open-top container loads must be secured and covered in accordance with the Highway Safety Act.

Moisture content of organics is to be considered in design and construction of collection vehicles. Liquid or moisture shall not be permitted to drain or spill from collection vehicles.

All equipment supplied by the Contractor must be kept clean at all times. All equipment shall be properly washed, at least once per week. No advertising may be carried on the equipment; except the name of the Contractor and business telephone number shall be affixed upon all equipment and such other information as may be permitted by The Corporation. The Corporation reserves the right to place messaging on the Contractor's collection vehicles promoting The Corporation's solid waste resource management programs and services. If requested, the Contractor will place such appropriately designed and sized labels, signs or decals on each collection vehicle as directed by The Corporation. Any and all costs of such messaging are to be at The Corporation's expense.

The Contractor is advised that all equipment used for collection under this Contract must have the vehicle information and TARE weight registered with The Corporation. Each vehicle will have an identification number which is to be displayed on the left front of the vehicle in characters at least 10 cm (4") in height.

The equipment shall be well maintained, mechanically and operationally sound, clean, rust and dent free in appearance, painted in the Contractor's company colours to the satisfaction of The Corporation upon commencement of this Contract and on a regular basis thereafter as may reasonably be required to maintain its appearance to the satisfaction of The Corporation. Vehicles that are losing paint or have rust on a visible portion of their surface will be required to be repainted. All collection vehicles shall be designed so that the maximum height in the dumping position is compatible with and shall not cause damage to the Receiving Facilities.

All vehicles supplied in the performance of this Contract shall be equipped with strobe warning lights, back up beepers or any other safety features as required by applicable legislation for safe operation of the vehicle. The lights shall be operating at all times during collection operations.

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

All collection vehicles used under this Contract shall be designed so as to protect the material hauled from the weather and to prevent spillage of material or liquid from the vehicles during transport. The Corporation residential carts must be emptied into the collection vehicles using lifters.

It is the responsibility of the Contractor to provide, install and maintain the semi-automated cart lifters to ensure safe and effective operation and to prevent damage to the carts. Should cart damage occur, which in the opinion of The Corporation is the result of the lifter being improperly set-up or operated, The Corporation reserves the right to deduct the cost of cart replacement from the monthly payment. The Lifter specifications for a typical semi-automated lifter are contained in **Appendix 6** and Contractors are required to maintain the lifter hydraulic pressure settings as well as cycle time within the manufacturer's specifications. The Corporation reserves the right to examine or test the equipment at any time.

The Corporation reserves the right to require the contractor to install GPS units (or any such similar equipment) in their vehicles with a connection to the Corporation's CSC to allow tracking. The Corporation will negotiate with the contractor to offset associated costs.

### **13.6 CURBSIDE INSPECTIONS & EDUCATION/ LOAD INSPECTIONS**

#### **(i) Curbside Inspection and Education**

Customer Education must be a priority in the driver's daily routine. It is paramount that drivers leave customers the proper education tags or stickers on their carts, excess bags/containers and/or material. An effective education campaign will secure the program's integrity and ensure that the customer can make appropriate sorting decisions in the future.

Drivers shall inspect each cart and excess bag/container curbside prior to dumping it and judge the level of contamination on the viewable portion of the cart or bag/container. If the contamination level is more than five percent (percentage is subject to change), the driver shall reject the contaminated cart/bag/container and leave it curbside. When a cart/bag/container is rejected, the driver must leave a sticker/tag with the cart/bag/container indicating the reason(s) it was rejected. The education tags/stickers will be provided by IWMC. It is the contractor's responsibility to ensure drivers have adequate supply of tags or stickers. All such tags and stickers can be picked up by drivers at all IWMC final disposal sites.

If the contamination level is judged to be below five percent but there are contaminating items, the driver shall empty the cart/container and accept the bag (if

the appropriate bag for the stream being collected i.e. clear plastic bag for waste or paper bag for compost) and leave behind an education sticker/tag indicating to the customer what the contaminating item(s) is/are so that the customer can correct the problem in the future.

The driver shall also perform an inspection of the cart/container materials after being dumped into the collection vehicle. If the driver sees contaminating items, they are not expected to remove this material from the collection vehicle, but they must leave a sticker/tag behind to educate the customer on what the contaminating item(s) is/are so the customer can correct the problem in the future. When carts/bags/containers are rejected or an education sticker/tag is left with the customer, the driver must record this on the *Drivers Daily Report* form (unless directed otherwise by IWMC i.e. special education campaigns). The driver shall record the civic address as well as the reason for rejecting the cart/bag/container or leaving an education sticker/tag. This report must be received by IWMC Customer Service Center at the end of each day. This Drivers Daily Report template will be provided to the contractor by IWMC.

In the event that carts/bags/containers or materials are not collected and no tag or sticker is left for the customer, IWMC will consider this a missed collection and apply the procedure outlined in Section 13.2 (ii) or 13.3 (ii). In the event that the cart/material was rejected and the driver failed to attach the appropriate tag or sticker, then the driver will be required to return to the address immediately and educate the customer on why the cart/material was rejected.

IWMC Waste Watch Program guidelines may change from time to time or new programs may be implemented. When directed by The Corporation, the contractor will be required in conjunction with collecting the carts, to distribute educational materials/tags/handbills/stickers etc to individual customers. The Corporation will supply the materials and provide direction on how the educational material(s) are to be distributed to the customers.

(ii) **Load Inspections at the Final Disposal Facilities**

IWMC has load quality Inspectors at each of the Final Disposal Facilities. Once the drivers unload, they shall remain at the facility and inspect the load with the inspector. Loads that are judged to contain more than five percent contamination by volume (as determined by the IWMC Inspector) will be either surcharged or rejected. Loads that contain any amount of contamination that will be detrimental to the facility equipment (or product i.e. compost product) will be rejected.

(iii) **Surcharged Loads**

In the event that the site inspector determines a load contains greater than 5% contamination, the contractor can choose one of the following options to rectify the situation:

The load may be left at the facility; it will be billed to the contractor at the current mixed waste disposal fee.

The contractor may request the load be reloaded into the collection vehicle, if possible; The Corporation will co-operate in this but may choose to charge a fee for the loading services.

If it is not possible to reload onto the collection vehicle, the contractor may choose to send an alternate vehicle that can be loaded; The Corporation will hold these loads for a maximum of 24 hours, and will assist in loading these for the contractor but may choose to charge a fee for the loading services. Should the contractor fail to remove the load within the 24 hour period, the entire load will be charged to the contractor at the current mixed waste disposal rate.

(iv) **Rejected Loads**

In the event that a load is rejected, the contractor is to have the load removed from the facility. The vehicle it arrived on will be re-loaded if possible or within 24 hours an alternate vehicle must sent and a reloading fee may apply in all cases.

(v) **Collection Routes**

Prior to the termination of the contract or during a Contractor change the Contractor agrees that it will work with the corporation to ensure a transition that has little impact with the customer base serviced in the area. **This may entail allowing IWMC representatives to ride in collection vehicles and/or to provide collection routes and truck scheduling to the Corporation when requested.**

**13.7 COMMUNICATION**

The Corporation requires that the contractor designate a dispatch office where he (or representative) will be available and respond to daily communications from the Customer Service Center. This will assist in dealing with collection related complaints from customers by allowing the CSC to discuss the issue with the Contractor and quickly respond to the customer. The contractor is to equip all collection vehicles such that he can have immediate communication with all drivers throughout the collection routes. The contractor is required to maintain a functioning telephone, internet access, email and fax machine in the dispatch office. The successful Bidder will be required to provide the following at the time of the Contract signing:

Contractor Representative (dispatcher), mailing address, phone, fax and email address.  
The Corporation reserves the right to schedule meetings with contractors and drivers to



resolve issues, provide information or communicate changes. These meetings would not normally exceed a maximum of three per year and within reason, contractors and drivers must attend these sessions. No compensation from The Corporation to the contractor will be provided for such meetings.

### **13.8 MULTI-UNIT DWELLINGS**

See **Appendix 7** for a breakdown on the multi-unit dwellings currently in this service area. There may be locations where it is not possible for residents to place carts curbside due to space restrictions or for other reasons, in these cases drivers are expected to collect carts from their storage location and return them when emptied. In the event that The Corporation determines a location does not have adequate space for carts, The Corporation may make alternate arrangements by supplying dumpsters, renting dumpsters or other options depending on the situation. Payment for the use of any contractor supplied dumpsters shall be negotiated at the time of set-up. **There are currently no such properties requiring this type of service in the West Prince Area.**

Should the need arise to utilize dumpsters at any location; the Contractor must collect these sites separate from any commercial collections. Contamination rates in these loads must continue within acceptable limits and The Corporation will negotiate the rate of payment for the additional service provided.

In those situations where space does not permit placement of sufficient dumpsters to provide sufficient capacity to a location, then the contractor, at no additional charge to the contract, must schedule sufficient visits to ensure that the volumes are accommodated. Cart replacement capacity is calculated at one 240 liter cart = .3 cubic yards. Contractors are advised that these loads must be collected separate from commercial collections. **Delivery of a mixed Commercial / Residential load to the Final Disposal Sites and representing this as a residential only load is grounds for immediate termination of the contract.**

### **13.9 DELIVERY OF COLLECTED MATERIALS**

With the exception of the terms of Sec 13.8 above, The Corporation requires that all materials collected as a part of this contract be delivered to a Final disposal site within 24 hours of collection. The Corporation recognizes that the Contractor may wish to consolidate loads at his own facility, but requires that this consolidation does not interrupt the balanced delivery of materials to the disposal sites. Further, all such load consolidations must be completed on a hard surface and protected from the weather, such that there is no weight gain to the total of the collected materials. Contractors must present for approval any such load consolidation plans to The Corporation before commencing such practice, and The Corporation retains the right to enter the contractors facility to inspect the process at any time. **Contractors must also be vigilant that all materials consolidated here are originally from the residential collection area, any co-mingling of wastes from other sources not a part of this contract is grounds for termination of the contract.**

**All collection routes in this contract are for residential materials only. Any collection of commercial material during residential collections is not permissible and will be grounds for immediate termination of the collection contract.**

#### **13.10 SPECIAL SERVICES**

The Corporation may approve special residential collection services and these will be forwarded to the contractor. This may include, but is not limited to, back yard collections for residents whose medical or other condition limits their ability to place material curb side. Upon notification from The Corporation of these locations, the contractor is required to collect the carts from the backyard storage area, complete the collection, and return the emptied carts to their original location. **There are currently 28 such sites in the West Prince Area.**

In certain situations, variations to the collection frequency may be agreed upon between the customer and contractor but all such variations must be pre-approved by The Corporation.

#### **13.11 CHURCH PROPERTIES**

Church properties may be approved by The Corporation for residential collection: Residential carts will be provided and the Contractor notified to commence service at the property. There are currently 11 such sites in the West prince area and all are accounted for in the Year Round Household Count. Upon request, the successful contractor will be provided a list of the church locations.

#### **13.12 CHRISTMAS TREES**

The contractor will provide a separate vehicle to collect Christmas trees during the one week each year as designated by The Corporation on the collection calendar. All trees collected are the property of The Corporation and will usually be delivered to the Central Compost Facility, although The Corporation retains the right to direct these to EPWMF or other approved facilities or locations. Historically the area has produced an average of 7 metric tonnes per year. Typically trees longer than eight feet shall be cut in half for collection purposes. When a customer reports a missed collection of a Christmas tree, The Corporation will apply the procedure outlined in Section 13.3 (ii).

#### **13.13 CART / MATERIAL PLACEMENT CURBSIDE**

**Contractors and drivers are advised that the following are guidelines only, and the overriding factor at all times is to provide the service to residents.**

Under normal weather conditions, residents must place carts (and or material) curb side within 1.8 meters (6 feet) of the curb. During winter conditions, these should be placed within 5.5 meters (18 feet) of the curb.

Drivers must not place empty carts and or containers in the ditch, rather they must be placed in an area which does not impede road traffic, snow removal operations or access to the driveway, and will place these in a prone position with the wheels facing up-ward. In some circumstances customers may have secured carts to prevent them from blowing (tied, in a corral, etc), contractors are obliged to replace the carts as they were.

#### **13.14 STORM DAYS**

The Corporation in consultation with the Contractor will determine when collections will be delayed or cancelled due to weather or road conditions. Collections which are cancelled due to a storm will normally be collected on the following Saturday, unless otherwise indicated by The Corporation. In the event that there is more than one storm or holiday which cancels regular collection within the same week, the contractor must provide all collections on the following Saturday, or an alternate day as approved by The Corporation.

The contractor must supply The Corporation with a storm day contact name and telephone number and this person must be available by 6:00 A.M on the storm day to consult with The Corporation on whether to begin collection routes.

#### **13.15 COLLECTION TIMES**

Collection routes will typically begin no earlier than 7:00 am and be completed no later than 6:00 pm. All collections shall be performed Monday to Friday inclusive, except as required by statutory holidays or storm delayed collections.

Collections may occasionally be permitted outside these time frames provided that prior approval has been granted by The Corporation.

#### **13.16 RIGHTS OF MATERIALS**

Materials placed for collection under the terms of this Contract are the property of The Corporation once it is collected by the Contractor. The Contractor, his employees and agents shall not retain for their benefit any of the materials collected from serviced units pursuant to this Contract but shall deliver all the materials to the designated Final Disposal Site.

#### **13.17 EMPLOYEE & DRIVER TRAINING**

The collection and transportation of source separated material is a public service paid for by the public and the Contractor must ensure that his employees carry out this function in a professional and courteous manner at all times. The contractor shall ensure that drivers of collection vehicles are adequately trained are familiar with the collection routes and schedules, possess a valid drivers license of the appropriate class, wear appropriate attire and personal protective equipment and operate the equipment in a safe, effective and skilled manner. All drivers are required to attend any information sessions as scheduled by The Corporation and outlined in Paragraph 13.7. **Appendix 8** is a suggested Waste Watch Program Orientation as a minimum standard which Contractors are expected to provide to their employees.

#### 14. FINAL DISPOSAL FACILITIES

For the purposes of this contract, there are two types of final disposal sites, Primary and Secondary. For this contract, materials will usually be delivered to one of the Primary Disposal sites. The Corporation retains the right to divert materials to a secondary facility at any time, and compensation for any additional mileage will be negotiated at such time. Contractors may request that facilities be opened earlier or kept open later on a particular day, but all such requests must be approved by The Corporation. All such requests must be made to The Corporation no later than noon on the previous day. The Corporation reserves the right to amend the hours of operation for any of the above sites at any time throughout the contract term, or to add or delete sites as may become necessary.

##### **Primary Final Disposal Facilities**

###### Wastes

**West Prince Waste Management Facility** (Winter – mid September - April)  
Rte 2, Wellington Center  
Monday - Friday 8:00 am - 4:30 pm  
Saturday - 8:00 am - 12:30 pm  
(Summer – May – mid September)  
Monday - Fri. - 7:00 am - 4:30 pm  
Saturday - 7:00 am - 12:30 pm

###### Organics

**Central Compost Facility**  
Rte 226, Brookfield  
Monday - Friday 8:00 am - 5:30 pm  
Saturday - **CLOSED**

##### **Secondary Final Disposal Facilities**

###### Wastes

**PEI Energy Systems**  
Riverside Dr, Charlottetown  
Monday - Friday 7:00 am - 4:30 pm  
Saturday - 7:00 am - 12:30 pm

###### Organics

**West Prince Waste Management Facility (See above)**

## 15. FUEL PRICE ADJUSTMENT

The Minimum Self Service Diesel Oil Price as of **Monday August 8<sup>th</sup>, 2011** (date of tender issue) as posted by the Island Regulatory and Appeals Commission (IRAC) is listed at **123.6 cents per litre**. This will be the benchmark price for diesel fuel as it relates to this contract.

Should the average price as posted by IRAC for diesel fuel over a period of 1<sup>st</sup> January – 31<sup>st</sup> December in any year of this agreement increase or decrease by more than five percent (go above 129.8/L or below 117.4/L) during the term of the contract, The Corporation will provide a fuel adjustment based on Fuel Price Formula below to the contractor above this five percent increase. Conversely, The Corporation will deduct the appropriate adjustment based on the Fuel Price Formula below from the monthly invoice total in any year where the average fuel price decreases by more than five percent. This adjustment will be done at the completion of each year of the contract. The Corporation will apply the calculated monthly price adjustment as outlined below.

The Fuel Price Adjustment formula which will apply for this contract is as follows:

**(AMF – base price) x \$600.00 = Annual Fuel Price Adjustment**

**AMF** = the annual average of monthly prices per litre of self serve diesel fuel as set by IRAC during the contract year, calculated by aggregating the averaged monthly price for January to December and dividing by 12.

**Base Price** will be designated as the current self serve diesel fuel price on the date of contract signing.

**\$600** = the deemed effect to annual fuel costs to the contractor as a result of a 1 cent per litre change in diesel prices above or below five percent of the base price.

## 16. BILLING PROCEDURE

### (iii) Invoices

The contractor shall submit to The Corporation at the end of each month, a detailed invoice with individual line items for all services provided in the previous 30 days.

### (iv) Payment

The Corporation, upon receipt and approval of an invoice from the Contractor, will pay to the Contractor the sum owed within 30 days of receiving the invoice.

## 17. INSURANCE REQUIREMENTS

The Contractor shall, without limiting his obligations or liabilities herein, and at his own expense, provide and maintain the following insurances in forms and amounts acceptable to The Corporation.

### (i) Comprehensive General Liability

Comprehensive General Liability in an amount not less than \$5,000,000.00 inclusive per occurrences against bodily injury and property damage. The Corporation and the Government of Prince Edward Island are to be added as insured's under this policy and such insurance shall include, but not be limited to:

- (a) Blanket Written Contractual Liability including this agreement;
- (b) Personal Injury Liability;
- (c) Non-owned Automobile Liability;
- (d) Cross-Liability; and
- (e) Product and/or Completed Operations.

**(ii) Automotive Liability**

Of all vehicles owned, leased, operated or licensed for use on public highways in the name of the Contractor shall be in an amount not less than \$5,000,000.00

**(iii) Primary Insurance**

All of the foregoing insurance policies shall be primary and not require the sharing of any loss by any insurer of the Province nor by any other form of recovery available such as the Provincial Self Insurance and Risk Management Fund.

**(iv) Proof of Insurance**

A certified copy of the required insurance shall be furnished to The Corporation along with the Tender Form, and shall be considered as an essential part to constitute a legitimate bid. Approval by The Corporation of any insurance policy of the Contractor shall in no way relieve the Contractor of his obligations to provide the insurance referred to in the contract nor shall it imply that the policies are in accordance with the terms of this agreement.

- (a) All required insurance shall be endorsed to provide The Corporation with thirty (30) days advance written notice of cancellation or material change;
- (b) The Contractor hereby waives all rights of recourse against The Corporation and the Province with regard to damage to the Contractor's property; and
- (c) The Contractor shall require and ensure that each subcontractor maintain liability insurance comparable to that which is required by this contract.

**(v) Right to Review**

The policies required by this Agreement shall be in a form and with insurers. Satisfactory to The Corporation and The Corporation shall have the right, but not the obligation, to review in any of its offices the originals or certified copies of any or all such insurance policies. Default of delivery or receipt of Certificate(s) of Insurance required in sub-paragraph (d) above, or any review of the originals or Certified copies by or on behalf of The Corporation, shall not be construed as acknowledgement or concurrence that there has been compliance with the terms of this agreement.

**18. ARBITRATION**

In the case of any dispute arising between The Corporation and the Contractor as to their respective rights and obligations under the Contract, either party hereto shall be entitled

to give to the other notice of such dispute and to request arbitration thereof; and the parties may, with respect to the particular matters then in dispute, agree to submit the same to arbitration in accordance with the provisions of The Arbitration Act of Prince Edward Island. Arbitration proceedings shall not take place until after the completion or alleged completion of the work except, (a) on a question of certificate for payment, or (b) in a case where either party can show that the matter in dispute is of such nature as to require immediate consideration while evidence is available.

**19. INDEPENDENT CONTRACTOR**

It is agreed that the Contractor is and shall be an independent contractor and is not, and shall not represent himself to be, an agent of Her Majesty the Queen, the Government of Prince Edward Island, or The Corporation.

**20. THE CORPORATION'S RIGHT TO DO WORK**

If, in the opinion of The Corporation, the Contractor neglects to execute the work properly or fails to perform any provisions of this Contract, The Corporation may without prejudice to any other right or remedy it may have, **immediately** make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor including any surety or other Bond filed by the Contractor.

**21. TERM OF CONTRACT**

This contract shall commence on 1 September 2012 and shall be complete on 31 August, 2019 (Seven Year Contract). The contract may be extended for an additional period by mutual agreement between the two parties. Failure by the two parties to reach such agreement will result in termination of the contract on 31 August 2019. This agreement shall not be assigned or subcontracted in whole or in part by the Contractor without the prior written consent of the Corporation.



## TENDER FORM

ISLAND WASTE MANAGEMENT CORPORATION  
WEST PRINCE AREA  
COLLECTION AND TRANSPORTATION OF  
RESIDENTIAL WASTES & ORGANICS.

1. **BIDDER**

Name

LABEL CONSTRUCTION AND SANITATION

Address

6 MACALEER DR

Post Office Address

P.O. Box 233 WINSLOE PEI C1E  
122

Telephone Number

902-994-4606

(herein called the "Bidder")

2. **TO:**

Island Waste Management Corporation  
110 Watts Avenue  
West Royalty Industrial Park  
Charlottetown, PEI C1E 2C1

(Herein called "The Corporation")

Having carefully examined the complete tender bid package as defined in Article 13 of Contract A and having examined all conditions affecting the Work, the Bidder hereby offers to furnish all materials, equipment and labour necessary for the proper collection and transportation of wastes and organics as outlined and in accordance with Section 13 of Contract A for the sum of:

2,796,025.<sup>12</sup> Dollars (\$ 2796025.12)

(Seven year Grand Total from below)

in lawful money of Canada.

### 3. PRICE ALLOCATION

Unit numbers will be updated each year as provided by PEI Property Tax assessments and calculations will be based on the new Unit count at the beginning of each contract year. **At the end of each year of the contract, a housing count adjustment will be calculated. This calculation will adjust the number of residence/cottage additions/deletions on a yearly basis. The calculation will be at a rate of 50% of the net change, and the majority of new customers are usually added after June in each calendar year.**

As a baseline, effective 31 March 2011, the estimated number of year round residences and cottages were as follows:

**Residences – 5002 Cottages – 731, Extended Cottages – 21**

For the purposes of calculating the bid, the above figures are to be used, but it is recognized that they will be adjusted at the end of each year to reflect the actual count.

<u>ESTIMATED NUMBER</u>			<u>UNIT PRICE</u>	<u>AMOUNT</u>
<b>YEAR 1</b>				
Residences	5002	X	\$ <u>76.00</u>	\$ <u>380,152</u>
Cottages	731	X	\$ <u>25.08</u>	\$ <u>18,333.48</u>
Ext cottages	21	X	\$ <u>45.08</u>	\$ <u>946.68</u>
			2013 Total	(A) \$ <u>399,432.16</u>
<b>YEAR 2</b>				
Residences	5002	X	\$ <u>76.00</u>	\$ <u>380,152</u>
Cottages	731	X	\$ <u>25.08</u>	\$ <u>18,333.48</u>
Ext cottages	21	X	\$ <u>45.08</u>	\$ <u>946.68</u>
			2014 Total	(B) \$ <u>399,432.16</u>
<b>YEAR 3</b>				
Residences	5002	X	\$ <u>76.00</u>	\$ <u>380,152</u>
Cottages	731	X	\$ <u>25.08</u>	\$ <u>18,333.48</u>
Ext cottages	21	X	\$ <u>45.08</u>	\$ <u>946.68</u>
			2015 Total	(C) \$ <u>399,432.16</u>

**YEAR 4**

Residences	5002	X	\$ <u>76.00</u>	\$ <u>380,152.<sup>00</sup></u>
Cottages	731	X	\$ <u>25.08</u>	\$ <u>18,333.48</u>
Ext cottages	21	X	\$ <u>45.08</u>	\$ <u>946.68</u>
			2016 Total	(D) \$ <u>399,432.16</u>

**YEAR 5**

Residences	5002	X	\$ <u>76.00</u>	\$ <u>380,152.<sup>00</sup></u>
Cottages	731	X	\$ <u>25.08</u>	\$ <u>18,333.48</u>
Ext cottages	21	X	\$ <u>45.08</u>	\$ <u>946.68</u>
			2017 Total	(E) \$ <u>399,432.16</u>

**YEAR 6**

Residences	5002	X	\$ <u>76.00</u>	\$ <u>380,152.<sup>00</sup></u>
Cottages	731	X	\$ <u>25.08</u>	\$ <u>18,333.48</u>
Ext cottages	21	X	\$ <u>45.08</u>	\$ <u>946.68</u>
			2018 Total	(F) \$ <u>399,432.16</u>

**YEAR 7**

Residences	5002	X	\$ <u>76.00</u>	\$ <u>380,152.<sup>00</sup></u>
Cottages	731	X	\$ <u>25.08</u>	\$ <u>18,333.48</u>
Ext cottages	21	X	\$ <u>45.08</u>	\$ <u>946.68</u>
			2019 Total	(G) \$ <u>399,432.16</u>

A+B+C+D+E+F+G = Seven Year Grand Total\* \$ 2,796,025.<sup>12</sup>

\* plus applicable taxes

The Bidder agrees that the base monthly charge for the Seven (7) years shall be one twelfth (1/12) of each year's total as allocated above:

4. The Bidder agrees that The Corporation has the right to accept or reject the sums allocated as per the above.

5. **OFFICERS OF COMPANY (if bidder is a Company)**

<u>NAME</u>	<u>TITLE</u>	<u>PHONE NO.</u>
DEAN	CROSBY	President
		902 894-4666

6. **BIDERS MUST SUBMIT**

In accordance with the Evaluation Criteria (Appendix 1)

- Bid deposit
- Proof of insurance
- List of proposed equipment
- Company structure, years in business and officers
- Incorporated certificates
- List of key management personnel who will be responsible for carrying out the contract and their prior experiences
- Statement covering corporate experience in similar work
- Statement of financial resources
- OH&S company manual
- References

**Failure to provide all the requested information can result in a total bid rejection.**

7.

**Enclosed is the bid deposit in the form of a certified cheque for \$10,000 payable to Island Waste Management Corporation.**

DATED AT Charlottetown, in the Province of Prince Edward Island  
this 14th day of September, A.D., 2012

**SIGNED, SEALED AND DELIVERED** )  
**in the presence of:** )

**Witness**

**Witness**