



Township of North Kawartha

280 Burleigh Street, PO Box 550, Apsley, ON K0L 1A0

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www.northkawartha.ca

The Corporation of the Township of North Kawartha

Bid Document

**Request for Proposal
Curbside Garbage Collection**

Proposal #: RFP-05-2026

Proposal Closing

Date: Thursday October 22, 2026

Time: 2:00:00 p.m. (14:00:00 hours) local time

**Location: The Corporation of the Township of North Kawartha
P.O. Box 550
280 Burleigh Street
Apsley, ON K0L 1A0**

Attn: Shannon Hunter

**Envelopes Should Be Clearly Marked "RFP-05-26"
Late Bids Will Not Be Accepted.**

The Corporation of the Township of North Kawartha reserves the right to accept or reject all or part of any bid and also reserves the right to accept other than the lowest bid and to cancel this call for bids at any time.

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Part “A” Information to Bidders

1. Purpose and Background

The Township of North Kawartha is a small rural lower-tier Township located in the northern portion of Peterborough County, Ontario providing services to a population of approximately 2,877 year-round residents and 12,000 seasonal residents.

North Kawartha is located midway between the City of Peterborough and the Town of Bancroft which both offer all the amenities of larger urban centres. Within the Township are smaller centres such as Apsley and the hamlets of Big Cedar, Burleigh Falls, Glen Alda, Mount Julian, Stoneyridge and Woodview.

The Township of North Kawartha (The Township) wishes to acquire the services of a **Contractor to provide weekly Curbside Garbage Collection and Disposal**. The successful proponent will be expected to supply all labor, equipment, materials, tools, and supervision to complete the scope of work more particularly described in Part B Specifications.

The Township intends to select a bidder to carry out the scope of work, based on the proposals submitted and the evaluation indicated in this document. It shall be the responsibility of the bidder to schedule regular meetings with the Township during the term of this contract to evaluate the service provided and implement necessary adjustments with approval, to improve the service and reduce missed collection reporting.

2. Schedule of Work

The following schedule must be strictly adhered to. Only bidders who can commit to meeting this schedule should submit proposals for the project.

Desired Project Schedule

Description:	Date:
Release the Request for Proposals	October 1, 2026
Deadline for Inquiry Submissions	October 15, 2026 @ 2:00 p.m. local time.
RFP Closing	October 22, 2026 @ 2:00 p.m. local time
Proposal Award	Tuesday November 3, 2026
Proposal Completion	January 31, 2032

Contract Duration: This Contract shall be in effect from February 1, 2027, to January 31, 2032, for an initial five-year term. The Township of North Kawartha reserves the

right to extend the Contract for up to two (2) additional one-year periods upon written notice to the Contractor. The maximum total term of the Contract, including all extensions, shall be seven (7) years.

3. Applicable Document Fees

None required.

4. Bid Deposit Requirements

None required.

5. Performance Surety Requirements

None required.

6. Evaluation Criteria

An evaluation committee will review the submitted proposals, and selection will be based upon the following criteria in concurrence:

% Criteria

10% Completeness of Proposal (Fulfilling all requirements).

20% Demonstrated experience of bidder's team with respect to similar curbside garbage collection service contracts undertaken in rural Ontario and completed successfully with a minimal call-back ratio for missed collections or service disruptions. Please include references.

30% Demonstrated approach, understanding and methodology in fulfilling weekly curbside garbage collection service contract requirements and in defining the work plan to be undertaken. For greater clarity, this must include the weekly collection schedule including route and day. Work plan and procedure for addressing founded complaints and missed collections.

40% Lowest acceptable price.

Bidders are advised that only complete submissions will be reviewed and evaluated. Bidders are further advised that proposals are to be a maximum of 20 pages (excluding references, route schedules, equipment lists and Curriculum Vitae (C.V.'s) which can be attached as appendices).

7. Proposal Award

After an initial review of the proposals, bidders may be interviewed and requested to provide sample information of where the bidder has recently completed work of a similar scope and focus.

Proposal award will be made based upon the highest scored compliant proponent in the evaluation process. The Corporation of the Township of North Kawartha reserves the right to accept or reject all or part of any bid and also reserves the right to accept other than the lowest bid and to cancel this call for bids at any time.

8. Document and Site Review

Bidders shall satisfy themselves by personal examination of the Township road network, and review of any requested documentation that is available.

9. Inquiry

Any inquiries regarding the interpretation of scope of this Curbside Garbage Collection Request for Proposal shall be directed to the office of the Township of North Kawartha in writing, (Gary Gerald – g.geraldi@northkawartha.ca)

No questions/queries will be accepted after October 15, 2026, at 2:00 p.m. local time.

10. Bid Closing Time

One original and three copies of the bid document, properly signed and sealed in an envelope, clearly marked **RFP-05-26**, shall arrive at the office of the CAO, Township of North Kawartha, 280 Burleigh St., Apsley, Ontario, K0L 1A0, no later than **2:00 p.m., October 22, 2026**. Late bids shall not be accepted; however, they shall be time and date stamped and will remain unopened.

The time registered on the office wall clock will be considered the official time when determining exact time of submission.

Persons wishing to attend the RFP opening may do so in person at 2:15 p.m. on October 22, 2026 at the Municipal Office, 280 Burleigh Street, Apsley, ON K0L 1A0.

Part “B” Specifications

1. Project Information

The successful Bidder (Contractor) will provide reliable weekly curbside garbage collection and disposal on all Roads within Municipal boundaries on a year-round basis. These roads will include Provincial Highways, County Roads, Municipal Roads, Private Roads and Fire Routes.

The current curbside collection scheduled days are Monday for all roads north of Long Lake Rd. in North Kawartha Township, and Thursday for Long Lake Rd. and all roads south of Long Lake Rd. in North Kawartha Township.

For various reasons, including winter maintenance on private roads, preference shall be given to Bidders that propose a collection schedule that closely matches the current curbside recycling collection schedule. Or in essence, maintains the current Monday and Thursday curbside garbage collection schedule and areas.

In summary, currently there are approximately 3500 stops in the Township with approximately 50% consisting of private roads.

The Township will incur any associated tip fees for garbage and organics at the Peterborough County City Waste Management Facility located at 1260 Bensfort Road, Peterborough, ON. K9J 1C5.

The proposed Contract shall commence on February 1, 2027, and expire on January 31, 2032, with the Township having the option to renew the Contract for up to two (2) additional one-year terms, for a maximum total term of seven (7) years.

2. Scope of Work

The following are details and specifications of the contract, which have been derived from Township needs and experience. Any additions to below that will improve the service will be considered as presented.

General Items:

1. Quoted price to include the curbside **collection and haulage** of Garbage on all Township roads whether Provincial, County, Municipal, Private or Fire Routes.
2. All Roads to be serviced weekly and for twelve (12) months of the year.

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3. Residents shall be permitted one (1) bag for free and up to two (2) additional bags with North Kawartha bag tags for a total of three (3) maximum weekly.
4. Commercial shall be permitted two (2) bags for free and up to five (5) additional with North Kawartha bag tags for a total of seven (7) maximum weekly.
5. Garbage bags must be clear with a standard clear bag measuring 30" x 37". The maximum clear bag size shall be 30" x 50" and weigh no more than 40lbs. If a garbage bag is not clear or exceeds the size requirements indicated, it should be left behind with a refusal sticker noting that the reason.
6. Residents are prohibited by County By-law No. 2023-50 from placing garbage bags or containers at the curb that contain recyclables. If a clear bag of garbage contains visually more than 10% of recyclables or any amount of electronics or hazardous waste the garbage bag or container should be left behind with a refusal sticker noting that the bag contains prohibited materials.
7. The Township will provide the Bidder/Contractor with refusal stickers that list the main reasons for garbage bag refusal. The Bidder/Contractor shall mark the appropriate box and leave the sticker when required. The refusal stickers may be amended with Bidder/Contractor feedback.
8. Common Collection Areas are prohibited for the collection of garbage.
9. The Bidder/Contractor shall collect clear garbage bags from garbage cans, boxes and residential animal proof containers/bins (commonly known as bear bins) where applicable. The Contractor shall close and lock residential bear bins after collection. The Township will make padlocks and keys available for ratepayers to purchase if requested. For easy access, the Township will provide the Bidder/Contractor keys as required.
10. If the Bidder/Contractor becomes aware of general problems with garbage bins/boxes with respect to the location, state of repair, or serviceability of the garbage bins/boxes, prior to refusing collection the Bidder/Contractor must notify the Township or the Resident of the problem and provide adequate time, as determined by the Township, for the Township to contact the serviced unit's occupant and for the issue to be rectified. The Bidder/Contractor's staff must use care not to damage receptacles or garbage bins/boxes during collection. Garbage receptacles shall be returned to their approximate location in a neat and tidy fashion. Where damage has occurred as a result of the Bidder/Contractor handling the Bidder/Contractor shall replace the receptacle with a receptacle that meets the Township's requirement.
11. In general, residents shall place waste out at the end of the serviced unit's driveway within four (4) metres of the travelled road surface for collection.

In some circumstances due to the presence of large ditches, landscaping, structures, concrete pads etc. the Bidder/Contractor shall be required to collect waste set out further than four (4) metres from the travelled road surface.

Under no circumstances shall any receptacle be placed on the travelled portion of the road, the pedestrian portion of the sidewalk, or such that they obstruct the serviced unit's driveway. In winter months receptacles should be placed behind the windrow of snow to avoid conflicts with snowplows.

Collection Schedule and Areas

12. The Bidder/Contractor shall provide their proposed collection schedule and areas. Although preference will be given to Bidders matching the current Township collection schedule and areas (Monday and Thursday), alternate collection schedule proposals will be considered, specifically where cost savings will be experienced.
13. The collection areas, schedule and routes will not be changed during the contract term without the prior written approval from the Township.
14. The Bidder/Contractor shall create up to date route maps for driver use. Each route map, whether paper or electronic, shall clearly indicate the route starting point, flow and direction of travel, areas serviced by smaller collection vehicles, the route ending point etc. The Bidder/Contractor route maps must also provide the ability to include any special instructions etc. The Bidder/Contractor shall be responsible for updating the route mapping from time to time as necessary or as directed by the Township. The Bidder/Contractor shall distribute updated route mapping to the Township Supervisors, and collection staff.
15. The Bensfort Road landfill and organics facility is closed on the following holidays:
New Year's Day
Family Day
Good Friday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Christmas Eve
Christmas Day
Boxing Day
The Township will be responsible for notification to residents of any changes in collection days associated with holidays. If the Bidder/Contractor is unable to collect on these days, the Bidder/Contractor

should submit in their proposal how they plan to schedule alternative collection days in weeks when holidays occur.

16. Garbage collection shall begin no earlier than 7:00 a.m. local time and finish no later than 6:00 p.m. local time.

Customer Service and Missed Collection

17. The Bidder/Contractor will be the main point of contact for customer concerns and inquiries. The Bidder/Contractor must indicate in their proposal how they will establish a customer service contact system and how they will resolve public complaints concerning missed collection for waste that **meets** the set-out requirements. The Bidder/Contractor shall provide a phone number and email address for customer concerns and inquiries during regular business hours Monday to Friday, except observed holidays.
18. The Bidder/Contractor shall present a proven process for addressing and tracking complaints and concerns, including missed collection.
19. The Bidder/Contractor is required to complete 100% of each day's collection. The Bidder/Contractor shall be deemed to have failed to complete 100% of a day's collection if the Bidder/Contractor misses any, or all of a designated collection route or road, and does not return to rectify the situation the same day, or in the timeline specified by the Township, based on the individual circumstance.
20. The Bidder/Contractor will notify the Township immediately upon determination that there is the potential for late or missed collection to occur. Any Road not travelable for any reason must be reported to the Township on the same day prior to 4:00 p.m. so that a 'disruption to service' public notice can be released prior to 4:30 p.m.
21. The Bidder/Contractor shall provide in writing the reason for the late or missed collection, how and when the situation will be rectified, and where locations, routes or areas are missed, route maps illustrating the missed streets or areas or a listing of specific addresses shall be provided.
22. If collection was missed at a number of serviced units in a given area, then the Bidder/Contractor shall return to collect before the end of the day. Should the Township determine that garbage was missed as a one off or within a limited area, as opposed to a larger number of serviced units missed in a given area, the Township may permit flagging the locations for additional garbage collection on the next scheduled collection day.
23. If the Bidder/Contractor cannot collect from a specific serviced area because of encountering any impassable obstruction, the Bidder/Contractor must immediately report such to the Township. The Bidder/Contractor must return at least once to the obstructed area if there is evidence it may be moved prior to the end of the collection day, allowing

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sufficient time to reasonably allow the obstruction to be removed to make a second attempt at collection.

24. Roads deemed not passable/travelable due to road conditions (e.g. snow, ice, water, wash-out) shall have a digital picture taken and sent to Township. The picture shall include date and time. The Bidder/Contractor shall return to collect the road or area on the following day, if Bidder/Contractor fails to provide a picture or valid reason.

Trucks and Equipment

25. To prevent damage on smaller roads, including Private Roads and Fire Routes, a vehicle of appropriate size and weight must be used so as to not cause damage either to the roadside, or surrounding environment.
26. Although existing in many locations, turn-around locations are the responsibility of the Bidder/Contractor to select and not to be assumed without prior approval from the landowner.
27. Bidder/Contractor shall provide a detailed list and number of trucks and equipment to be used to successfully fulfill this contract. Details shall include the make, model, year and type of road that the listed truck/equipment will service. I.E. type of truck and equipment proposed for Fire Routes, Private Roads, Municipal Roads, etc.
28. All Vehicles/Trucks must be in good condition and not leak oil or any other mechanical fluid.
29. Where possible, trucks shall avoid the application of engine brakes in residential areas.
30. Speeding or operating trucks/equipment in a manner not conducive to the road or conditions will be strictly prohibited.
31. Trucks shall have a GPS recording device to confirm the date and time a road was travelled in the event the information is required for complaint resolution. This information must have near real-time accessibility.
32. All collection vehicles and supervisor vehicles used for the contract must be equipped with a suitable communications system to ensure constant communication between the Bidder/Contractor and its staff.
33. In addition to the above, the Bidder/Contractor shall provide a list of equipment and trucks in their fleet inventory that are available as replacement vehicles to eliminate a service disruption in the event of a breakdown affecting collection.

Other

34. The curbside garbage collection and disposal contract shall commence on February 1, 2027, for a five (5) year term, with up to two (2) one-year extensions at the Township's discretion.
35. Bidder/Contractor must maintain and provide Liability Insurance in the minimum amount of \$5,000,000 and name the Township as an additional

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- insured. Bidder/Contractor will provide Township with copies of such on an annual basis or when requested.
36. Bidder/Contractor must have and maintain W.S.I.B. Insurance and provide the Township certificates on an annual basis or when requested.
 37. Bidder/Contractor shall maintain the Accessibility Training Standards for all employees as set out in Ontario Regulations.
 38. The Bidder/Contractor shall provide training to new Drivers on route locations, route direction, route schedules, special collection instructions, reporting, etc.
 39. The Township considers uninterrupted waste collection to be an essential service. Repeated service interruptions, route cancellations, or failures to complete scheduled collections may be considered material breaches of contract. Where three or more route cancellations occur within 60 days, the Township may issue a notice of default and require a corrective action plan. Continued non-performance may result in termination for cause.

3. Provisional Items (if any)

Alternate Collection Schedules

1. The Bidder/Contractor shall propose and include alternate curbside garbage collection schedules areas and/or routes, and indicate any benefits, such as cost-savings for example.

Organics

2. As the Township is interested in curbside Organic collection, the Bidder/Contractor may include the cost to collect organics;
 - a) weekly with the garbage collection utilizing the same trucks on the same day.
 - b) bi-weekly utilizing a separate truck either on the same day or different day.

Transfer Station Garbage Bins

1. The contractor may include the cost to pick-up and transport the Township owned 40-yard garbage bins from the Township's two transfer station sites for final disposal at the Peterborough County City Waste Management Facility located at 1260 Bensfort Road, Peterborough, ON. K9J 1C5.

This pick-up and transportation is performed on a call-in basis by Township Staff and expected to be completed within 48 business hours from call-in.

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The Anstruther Transfer Station may have 80 loads per year called-in, whereas the Haultain Transfer Station may have 40 loads per year on average.

The two Township Transfer Stations are located at:

Anstruther Transfer Station – 400 Anstruther Lake Rd., Apsley, ON. K0L 1A0

Haultain Transfer Station – 6879 Highway 28, Woodview, ON. K0L 3E0

The Township will incur any associated tip fees for garbage and organics at the Peterborough County City Waste Management Facility located at 1260 Bensfort Road, Peterborough, ON. K9J 1C5.

Part “C” Standard Terms and Conditions

1. Definitions

“Bid” The document issued by the Township in response to which Proposals are invited for the performance of the work or supply of equipment.

“Bidder” A person (s), firm(s) or corporation(s) who has submitted a bid.

“Company” The person(s), firm(s) or corporation(s) to whom the Township has awarded the contract.

“Confidential Information” includes information, including Personal Information, whether oral, written, visual, electronic, or in any other form, relating in any way to the Purchase Order or other information made available by the Purchaser to the Supplier at any time in connection with the Contract or the Deliverables which is identified as confidential or which would reasonably be considered as being confidential but does not include information which (a) is or becomes public knowledge other than by breach of the Contract; (b) has been independently developed by the Supplier or acquired from a source which was not subject to a duty of confidentiality to the Purchaser.

“Contract” One or a combination of any of the following: the purchase order authorizing the company to do the work, the proposal, the bonds or security (if any), the company's proposal, and change notices, appendices, and addenda (if any), formal contract.

“Equipment” The materials, machinery, assemblies, instruments, devices or articles as the case may be, or components thereof, which are the subject of the contract.

“Township” The Township of North Kawartha, its successors and assigns.

“Notice of Award” Notice provided to the successful bidder of contract award.

“Personal Information” means as defined in the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as in effect at any time.

“Subcontractor” A person(s), firm(s) or corporation(s) having a contract with the company for any part of the work.

“Work” All materials, equipment fixtures, services, supplies, and acts required to be done, furnished and/or performed by the company.

2. Document Fees

When a document fee is applicable, the bidder must have previously purchased the respective document.

3. Bid Requirements

Bidders are required to confirm the conditions listed below and those failing to do so may be subject to disqualification.

- a) Bids must be submitted on the bid form supplied by the Township. Bid submissions must not be restricted by a statement added to the bid form or by a covering letter, or by alterations to the bid form supplied unless otherwise provided in the bid document.
- b) Bid submissions shall consist of “Part “D” Bid Form” and all other sections and requirements as requested within the bid document. See “Part “D” Bid Form” for all requirements requested within the bid document.
- c) The Bid Form shall be signed in the space(s) provided by a duly authorized official of the entity bidding. If a joint bid is submitted, it shall be signed on behalf of each of the bidders and if the signing authority for both bidders is vested in one individual, he/she shall sign separately on their behalf. Signatures on behalf of non-incorporated bodies or by individuals shall be witnessed. In the case of an incorporated company, the corporate seal should be affixed to the bid form adjacent to the authorized signature.
- d) Bids must be legible, written in ink or typewritten. Erasures, over-writing or strikeouts must be initialed by the person signing on behalf of the bidder.
- e) Adjustments by telephone, facsimile (Fax), e-mail or letter to a bid already submitted will not be considered. A bidder desiring to make adjustments to a bid must withdraw the bid and/or supersede it with a later bid submission prior to the specified bid closing time.

- f) Bids must be submitted in individually sealed envelopes and must clearly identify the name of the company, address of company, and RFP number on the outside of the envelope. Proposals received after closing time specified in the bid document will not be considered.

Faxed or Emailed Bid Submissions are not acceptable.

- g) Delivery of the bid submission through a courier service shall be the responsibility of the bidder and shall result in the submission being rejected where:
 - i. Bid submission is delivered to a location other than which is stated on the submission and fails to be delivered to the Township of North Kawartha Municipal Office prior to the closing date and time; and/or
 - ii. Bid submission which is enclosed in the courier envelope that does not state, "Bid Document Enclosed" and is not removed from the courier's envelope prior to the closing date and time; and/or
 - iii. Bid submission is delivered later than the closing date and time.
- h) Each item in the bid document shall be a reasonable price for such item. Bids that contain prices which appear to be unbalanced as to affect adversely the interest of the Township may be rejected. The Township will be the sole judge in this matter.

4. Bidder's Statement of Understanding

It is understood that the bidder has carefully examined all of the bid documents and has carefully examined the work to be performed under the contract if awarded. The bidder also understands and accepts the said bid documents, and for the prices set forth in the bid, hereby offers to furnish all labour, machinery, tools, apparatus and other means of implementation, and materials to complete the terms and conditions and requirements in strict accordance with the bid documents.

None of the conditions contained in the bidder's (seller's) standard or general (printed) conditions of sale shall be of any effect unless explicitly agreed to by the Township as set forth or specifically referred to therein.

The bidder declares that their submission is not made in connection with any other bidder submitting an offer for the same commodity or commodities and is in all respects fair and without collusion and fraud.

The contract shall be governed and interpreted in accordance with the laws of the Province of Ontario.

5. Clarification of Bid Documents

No officer, agent or employee of the Township is authorized to alter orally any portion of these documents. During the period prior to submission of proposals, alterations will be issued as written addenda. The Township will issue all written addenda to the Township of North Kawartha website at www.northkawartha.ca/bidsandtenders. It is the bidder's responsibility to check for addenda prior to submission. The bidder shall list in its bid all addenda that were considered when its proposal was prepared.

6. Bid Deposit Requirements

Bidders may be required to submit a bid deposit with each bid, which must be in the same envelope as the bid.

See Part "A" Information to Bidders, which form part of this bid document.

7. Performance Surety Requirements

Performance surety binding the company faithfully to fulfill the obligations of their bid as accepted may be required by the Township within ten (10) working days from the date of request.

See Part "A" Information to Bidders, which form part of this bid document.

8. Insurance and Workplace Safety Insurance Board

The successful bidder shall deliver a certified copy of the firm's Public Liability and Property Damage Insurance, and where applicable the bidder shall carry standard automobile and non-owned automobile liability insurance Policy for the work, within ten (10) working days of receiving the acceptance notice. Coverage shall be at least \$5,000,000.00 per incident, with the Township of North Kawartha named as insured. Additional coverage may be required.

The successful bidder will be required to submit proof of Workplace Safety Insurance Board Coverage, within ten (10) working days of receiving the acceptance notice and shall provide additional certificates as often as is deemed necessary by the Township during the term of the contract to ensure continued good standing with the Workplace Safety & Insurance Board.

Failure to provide such proof shall result in cancellation of the contract.

9. Proof of Ability

The Bidder may be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed sub-contractor, to perform the work by the specified delivery date.

10. Document and Site Review

The submission of a bid shall indicate that the bidder agrees and warrants that they have examined all available documents, drawings, specifications and addenda as well as the opportunity for a site visit (if applicable) and that the bid submitted covers the cost of all the items required in the contract. No claims for extras will be entertained on account of conditions, which could be observed on a site visit.

11. Pricing Requirement

Prices shall be in Canadian funds, quoted separately for each item stipulated.

F.O.B. the point specified therein.

All prices bid shall include applicable taxes, customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the work. Harmonized Sales Tax shall be shown as extra, unless otherwise specified. If the bidder intends to manufacture or fabricate any part of the work outside of Canada, it shall arrange its shipping procedures so that its agent or representative in Canada is the importer of record for customs purposes.

Except as may be provided in Part "B" Specifications, in the proposal document, the prices bid shall not be subject to adjustment for any cost of the work to the company.

In the event of any discrepancy between the unit price and the extension, the unit price shall govern.

12. Disbursements

In general, but not limited to, disbursements such as phone, fax, printing, courier, and/or travel, are to be included. The Bidder will identify any costs believed not to be covered by any of the other items noted herein.

13. Errors and Omissions

It is understood and acknowledged that while the R.F.P. includes specific requirements, a complete review and recommendation is required. Minor items not herein specified but obviously required shall be provided as if specified. Any misinterpretation of requirements within this proposal bid shall not relieve the bidder of the responsibility of providing the services as aforesaid.

14. Contractors Indemnification

The successful contractor shall indemnify and save harmless the Township from and against all losses and all claims, demands, payments, lawsuits, actions, recoveries and

judgements of every nature and description made, brought or recovered against the Township by reason of any act or omission of the Bidders, their agents or employees, in the execution of their work.

The successful contractor shall be responsible for any and all damages or claims for damages or injuries or accidents done or cause by them, their agents, sub-contractors or employees, resulting from the prosecution of the works, or any of their operations, or cause by reason of the existence of location or condition of the works, or of any materials, plant or machinery used thereon or therein, or neglect or omission on their part, or on the part of any of their agents, sub-contractors or their employees, to do or perform any or all of the several acts of things required to be done by them under and by these conditions and such damages and claims for damages.

15. Conflict of Interest

The bidder and the Municipal staff are to discuss any perceived conflict of interest prior to proposal submission to the Township. The bidder shall declare any actual or potential conflict of interest.

16. Terms of Payment

Unless progress payments or any alternate payment terms are specified in the contract, the contract price may be invoiced after delivery and shall be payable 30 days from receipt of invoice. The effect of any alternative payment terms stated clearly in the bid submission will be considered in the evaluation of bids. The Township shall have the right to withhold from any sum otherwise payable to the company such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of the same.

17. Terms of Payment – For Construction Projects

Payment for materials supplied and work completed shall be on a monthly basis at the rate of 90%, providing for a 10% holdback in accordance with the Construction Lien Act, 1990, or its latest edition.

After performance acceptance of the work, and in accordance with the Construction Lien Act, 1990, or its latest edition, the holdback will be paid (after the hold back period and in the absence of no claims), to the Company upon receipt of a Statutory Declaration that all accounts and labour have been paid in full, receipt of a Workplace Safety & Insurance Certificate of Clearance and receipt of all "As Built" drawings and maintenance manuals, where applicable.

Upon inspection and correction of any deficiencies at the end of the maintenance period, to the satisfaction of the Manager or designate the Performance Sureties will be returned to the company.

All payments will be made within thirty (30) days from receipt of an approved invoice. All invoices must be approved by the manager or designate.

18. Patents and Copyrights

The company shall pay all royalties and patent license fees required for the work.

The company shall at its expense, defend all claims, actions or proceedings against the Township based on any allegations that the work or any part of the work constitutes an infringement of any patent, copyright or other proprietary right and shall pay to the Township all costs, damages, charges and expenses, including its legal fees.

If the work or any part thereof is in any action or proceeding held to constitute an infringement, the company shall forthwith either secure for the Township the right to continue using the work, or shall at the company's expense, replace the infringing items with non-infringing work or modify them so that the work no longer infringes.

19. Assignment

The company shall not assign the contract or any portion thereof without the prior written consent of the Township.

20. Occupational Health and Safety Act

The successful bidder, for purposes of the Ontario Occupational Health and Safety Act, shall be designated as the constructor for this project and shall assume all of the responsibilities of the constructor as set out in that Act and its regulations. The foregoing shall apply notwithstanding that the successful bidder has been referred to as the 'company' in this and any other related document.

The company acknowledges that he/she has read and understood the Occupational Health and Safety Act together with the Township's Health and Safety Policies and Procedures.

The company covenants and agrees to observe strictly and faithfully the provisions of the said Occupational Health and Safety Act and all regulations and rules promulgated there under together with the Township's Health and Safety Policies and Procedures.

The company agrees to indemnify and save the Township harmless for damages or fines arising from any breach or breaches of the said Occupational Health and Safety Act and/or the Township's Health and Safety Policies and Procedures.

The company agrees to assume full responsibility for the enforcement of the said Occupational Health and Safety Act and the Township's Health and Safety Policies and Procedures and to ensure compliance therewith.

The company further acknowledges and agrees that any breach or breaches of the Occupational Health and Safety Act and/or the Township's Health and Safety Policies and Procedures whether by the company or any of its sub-contractors may result in the company and/or sub-contractor being removed from the site and in the immediate termination of this contract herein and the forfeiture of all sums owing to the company by the Township.

The company shall allow access to the work site on demand to representatives of the Township to inspect work sites to ensure compliance with the contract and the Township's Policies and Procedures.

The company agrees that any damages or fines that may be assessed against the Township by reason of a breach or breaches of the Occupational Health and Safety Act by the company or any of its sub-contractors will entitle the Township to set-off the damages so assessed against any monies that the Township may from time to time owe the company under this contract or under any other contract whatsoever.

Where any portion of the work or services in this contract is contracted to a sub-contractor, the company agrees that the provisions of this section will apply to the sub-contractor and the company will enforce said provisions.

The company shall provide a list of all controlled hazardous materials or products containing hazardous materials, all physical agents or devices or equipment producing or omitting physical agents and any substance, compound, product or physical agent that is deemed to be or contains a designated substance in accordance with the Workplace Hazardous Materials Information System (WHMIS) as defined under the Ontario Occupational Health & Safety Act and shall provide appropriate Material Health & Safety Data sheets for these substances used for the performance of the required work, all prior to the performance of said work.

Where hazardous materials, physical agents and/or designated substances are used in the performance of the required work, the company shall ensure that the requirements of the Ontario Occupational Health & Safety Act and associated regulations are complied with.

The Township reserves the right to cancel any contract for non-compliance with the terms set out herein, health and safety regulations, the Environmental Protection Act, associated regulations and other applicable legislation.

21. Health Emergency Requirements/Covid-19

The company shall comply with all relevant federal, provincial and Peterborough Public Health Unit's legislations/regulations/orders/health and safety recommendations.

22. Laws, Regulations, Permits, Fees and Licences

The company shall comply with relevant federal, provincial and municipal statutes, regulations and by-laws pertaining to the work and its performance. The company shall be responsible for ensuring compliance by its suppliers and subcontractors.

The contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

The company shall pay for all permits, licenses and fees, and give all notices and comply with all by-laws and regulations of the Township and any other governing body.

23. Substitutes and Alternatives

Unless qualified by the provision "No Substitute", the use of the name of a manufacturer, brand, make or catalogue designation in specifying an item does not restrict bidders to that manufacturer, brand, make or catalogue designation identification. This is used simply to indicate the character, quality and/or performance of the goods and/or services desired, but the goods and/or services on which bids are submitted must be of such character, quality and/or performance that it will serve the purpose for which it is to be used as well as that specified. In submitting a bid on goods and/or services other than as specified, the bidder must furnish complete data and identification with respect to the alternate goods and/or services he/she proposes to furnish.

Consideration will be given to bids submitted on alternate goods and/or services to the extent that such action is deemed to serve the best interests of the Township. If the bidder does not indicate that the goods and/or services he/she proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact goods and/or services as described in the bid document.

24. Quantities

Where quantities are shown as approximate, they are not guaranteed to be accurate and are furnished without any liability on behalf of the Township and shall be used as a basis for comparison only.

25. Samples

Samples when required must be submitted strictly in accordance with instructions. If samples are requested subsequent to the opening of the bid, they shall be delivered within three (3) working days following request, unless additional time is granted. Samples must be submitted free of charge and will be returned at the bidder's expense,

if so requested, provided they have not been destroyed by tests, or provided they are not required for comparison purposes.

The acceptance of samples by the Township shall be at its sole discretion and any such acceptance shall in no way be construed to imply relief of the company from its obligations under the contract.

26. Request for Proposal Procedures

Proposals will be called, received, evaluated, accepted and processed in accordance with the Township's Procurement Policy.

27. Contract Award

The Township reserves the right to award by item, or part thereof, groups of items, or parts thereof, or all items of the bid, and to award contracts to one or more bidders submitting identical bids as to price; to accept or reject any bids in whole or in part; to waive irregularities and omissions. The Township also reserves the right to enter into negotiations with the highest scored compliant proponent if the price bid is over the budgeted amount of the project. Should the Township be unable to reach an agreement with the highest scored compliant proponent, the Township reserves the right to enter into negotiations with the next highest scored compliant proponent, or to cancel the call. If in so doing, the best interests of the Township will be served. No liability shall accrue to the Township for its decision in this regard.

The lowest or any bid may not necessarily be accepted as the Township of North Kawartha reserves the right to reject any or all bids. Bids shall be irrevocable for 90 days after the official closing time and the Township may at any time within that period without notice, accept a bid whether any other bid has been previously accepted or not.

All bids are prepared at the sole risk and cost of the bidders. No payments shall be made to any bidder regarding the preparation and submission of Bids.

Award of this contract is subject to appropriate funding acceptable to the Township.

The successful bidder will be notified of the award of the Proposal. This Request for Proposal document, along with any addenda, together with the successful proponent's submission, and any agreed upon amendments, may form the contract, and if requested, an additional contract may be entered into within thirty (30) working days.

This acceptance shall be conditional on the bidder providing all documentation, security and certifications as required by the bid document within ten (10) working days of the date that the notice of award.

Notwithstanding and without restricting the generality of the statements above, the Township of North Kawartha shall not be required to award or accept a proposal, and may choose to either cancel the call for proposals or recall the proposal at a later date:

The Corporation of the Township of North Kawartha

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Proposal #: **RFP-05-26**

- a) When only one bid has been received as the result of a proposal call;
- b) Where the lowest responsive and responsible bidder exceeds the available project budget for the supplies or services;
- c) When all bids received fail to comply with the specifications of the proposal terms and conditions;
- d) When a change in the scope of work or specifications is required

28. Contract Cancellation

The Township shall have the right, which may be exercised from time to time to cancel any uncompleted or unperformed portion of the work or part thereof. In the event of such cancellation, the Township and the company shall negotiate a settlement.

- a) If the company; commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the company makes a general assignment for the benefit of its creditors; then, in any such case, the Township may, without notice; terminate the contract.
- b) If the company; fails to comply with any request, instruction or order of the Township; or fails to pay its accounts; or fails to comply with or persistently disregard statutes, regulations, by-laws or directives of relevant authorities relating to the work; or fails to prosecute the work with the skill and diligence; or assigns or sublets the contract or any portion thereof without the Township's written consent; or refuses to correct defective work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the contract, then, in any such case, the Township may, upon expiration of ten (10) days from the date of written notice to the company, terminate the contract.
- c) Any termination of the contract by the Township, as aforesaid, shall be without prejudice to any other rights or remedies the Township may have.
- d) If the Township terminates the contract, it is entitled to:
 - i. Take possession of all of the work in progress and finish the work by whatever means the Township may deem appropriate under the circumstances;
 - ii. Withhold any further payments to the company until its liability to the Township is ascertained;
 - iii. Recover from the company loss, damage and expense incurred by the Township by reason of the company's default (which may be deducted from any monies due or becoming due to the company, any balance to be paid by the company to the Township).

The Township shall not be liable to the company for loss of anticipated profit on the cancelled portion or portions of the work.

29. Availability of Labour and Escalation

The bidders shall fully inform themselves regarding availability of labour in the area relative to the requirements of the schedule. The bidder shall make their own assessment of escalation in costs and increased labour costs and include all of these costs in their bid.

30. Correction of Defects

If at any time prior to one year after the actual delivery date of the equipment or service any part of the equipment or service becomes defective or is deficient or fails due to defect in design, material or workmanship, or otherwise fails to meet the requirements of the contract, then the company, upon request, shall make good every such defect, deficiency or failure without cost to the Township. The company shall pay all transportation costs for parts and/or equipment both ways between the company's factory or repair depot and the point of use. Or in the event of a deficient service, the company must make every effort to correct the deficiency to the satisfaction of the Township.

31. Disclosure

Request for Proposals will be opened in a public format and only the name of the bidders submitting responses to the Request for Proposal will be read. Details of the proposals or any financial information will not be publicly disclosed at the opening. After the RFP opening, requests may be submitted to the Township's Treasurer for the results, and only the names of bidders as read out at the RFP opening will be given in the reply.

32. Freedom of Information

All information obtained by the company in connection with this bid is the property of the Township of North Kawartha and must be treated as confidential. It may not be used for any purpose other than for replying to this bid, and for fulfillment of any subsequent contract. Any company who requires that the information in its bid be kept confidential must explicitly advise the Township of that fact.

The company may declare confidentiality of their bid; however, the Township is required by law to adhere to the requirements of the Municipal Freedom of Information and Protection of Privacy Act, as amended.

Personal information contained on this bid form is collected under the authority of Section 29(2) of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56 as amended and will be used to purchase goods and/or services and for the execution of contractual documents. If you have any questions about the

collection, use or disclosure of this information by the Township of North Kawartha, please contact the Clerk, Township of North Kawartha, P.O. Box 550, 280 Burleigh St, Apsley, Ontario K0L 1A0, 705-656- 4445.

33. Confidentiality

The successful bidder shall safeguard and keep confidential all Confidential Information and shall use such Confidential Information only for the purposes of carrying out its obligations under the Contract.

The successful bidder shall, within five (5) business days (or such other period agreed to in writing by the Township) after a direction by the Purchaser to do so, return or destroy all Confidential Information in the Supplier's possession, custody or control.

If the Township or the bidder is required by law to disclose Confidential Information, it shall promptly notify the other party so that party may take action to prevent the disclosure.

The bidder specifically acknowledges that the Township is subject to the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M. 56, and that the Township may be compelled by law to disclose certain Confidential Information.

34. Privacy

Where the successful bidder collects, obtains, uses or discloses Personal Information in connection with the Contract, the Supplier shall:

- a) Comply with all applicable privacy law; and
- b) Take all appropriate measures against the unauthorized or unlawful collection, use or disclosure of Personal Information and against accidental loss, destruction of, or damage to Personal Information.

35. Complaints

Any complaint on the process and procedures as outlined in the Township's Procurement Policy Bylaw (as amended) to define the procedures with respect to the procurement of goods and services by the Corporation of the Township of North Kawartha shall be in writing and shall be submitted to the Chief Administrative Officer for review and response.

36. Accessibility

The Township of North Kawartha is committed to the accessibility principles of preventing and removing barriers in accessing goods and services for people with

Curbside Garbage Collection

disabilities and is bound by the Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

Regulations enacted under the Act apply to every designated public-sector organization and other third parties that provide goods and services to the members of the public.

The contractor, and all sub-contractors hired by the contractor in the completion of its work, will meet or exceed compliance with all applicable regulations under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

It is the contractor's responsibility to ensure they are fully aware of and meet all requirements under the Act. A Declaration of Accessibility Compliance will be required by the successful bidder.

Part "D" Bid Form

**The Corporation of the
Township of North Kawartha
P.O. Box 550
280 Burleigh Street
Apsley, Ontario
K0L 1A0**

Proposal No. RFP-05-26

Curbside Garbage Collection and Disposal

The contents of the proposal submission should not exceed 20 pages (excluding references, route schedules, equipment lists and pictures, C.V's, illustrations/pictures and contents page).

The proposals shall include this Bid Form along with the following:

- Demonstrated approach, understanding and methodology in fulfilling weekly curbside garbage collection service contract requirements and in defining the work plan to be undertaken as outlined in Scope of Work. For greater clarity, this must include the weekly collection schedule including route and day. Work plan and procedure for addressing founded complaints and missed collections.
- Demonstrated experience of bidder's team with respect to similar curbside garbage collection service contracts undertaken in rural Ontario and completed

Curbside Garbage Collection

successfully with a minimal call-back ratio for missed collections or service disruptions. Please include three (3) references.

- Alternate collection schedules and routes for proven cost-savings measures.
- Optional organic collection and methodology for completing weekly with garbage or bi-weekly separately.
- Bidder truck and equipment list to fulfill contract. (I.E. make, model, year, type of road ear-marked for, etc.).
- One (1) Original and Three (3) Copies of the Complete Bid Document Signed & Sealed
- Insurance Certificate (upon award)
- WSIB Certificate (upon award)

Part “D” Bid Form

Bidders Information Form

Bidders must complete this form and include with the Bid Submission
Please ensure all information is legible.

Company Name	
Respondent's Main Contact Individual	
Address (incl. Postal Code)	
Office Phone #	
Toll Free #	
Fax #	
Email Address	
HST Account #	

Acknowledgement of Receipt of Addenda

This will acknowledge receipt of the following addenda and that the pricing quoted includes the provision set out in such addendum(s)

Addendum #

Date Received

☐

Check here if No Addenda Considered.

Respondent

Signature

Date

Part "D" Bid Form

Declaration of Accessibility and Privacy Compliance

Company Name: _____

Print Name: _____

Title: _____

Dated: _____

I/ we acknowledge that as a contractor of the Township of North Kawartha we are bound to comply with all accessibility Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as amended from time to time.

I/we acknowledge that the Township is subject to the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M. 56, and as a contractor of the Township of North Kawartha we are bound to comply with all applicable privacy law; and shall take all appropriate measures against the unauthorized or unlawful collection, use or disclosure of Personal Information and against accidental loss, destruction of, or damage to Personal Information.

Curbside Garbage Collection

I/we declare that I/we have read, understand and will meet or exceed all enacted accessibility standards as amended from time to time.

I/we further declare that I/we will undertake to ensure all sub-contractors hired by us in completion of our work will also comply with the above standards.

Respondent	Signature	Date
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Part “D” Bid Form

Schedule of Items & Prices

All unit prices are **Not to include HST.**

The undersigned agrees to supply and deliver the goods and services as specified and required in accordance with Parts “A”, “B”, “C” and “D” of the Proposal for the following prices:

The Township reserves the right to cancel any or all items.

Year	Garbage Cost	Organic Cost (optional)	Other(indicate)	Total HST extra
Feb. 1/2027 to Jan. 31/2028	\$	\$	\$	\$
Feb. 1/2028 to Jan. 31/2029	\$	\$	\$	\$
Feb. 1/2029 to Jan. 31/2030	\$	\$	\$	\$
Feb. 1/2030 to Jan. 31/2031	\$	\$	\$	\$
Feb. 1/2031 to Jan. 31/2032	\$	\$	\$	\$
Totals for 5 years				

Year	Garbage Cost	Organic Cost (optional)	Other(indicate)	Total HST extra
Optional Feb. 1/2032 to Jan. 31/2033	\$	\$	\$	\$
Optional Feb. 1/2033 to Jan. 31/2034	\$	\$	\$	\$
Optional Feb. 1/2034 to Jan. 31/2035	\$	\$	\$	\$

Part “D” Bid Form

Bidder's Declaration

To The Corporation of the Township of North Kawartha, hereafter called the “Township”:

I/We _____ the undersigned
declare:

1. That the several matters stated in the said bid are in all respects true accurate and complete.
2. That I/we have read and fully understand all information, terms and conditions contained within the Bid Document including: Part “A” Information to Bidders; “Part “B” Specifications; Part “C” Standard Terms and Conditions and Part “D” Bid Form.
3. That I/we do hereby bid and offer to enter into a contract to supply and deliver all materials mentioned and described or implied therein including in every case freight, duty, currency exchange, HST in effect on the date of the acceptance of bid, and all other charges on the provisions therein set forth and to accept in full payment therefore, in accordance with the prices and terms set forth in the bid herein.
4. That this bid is irrevocable for ninety (90) days and prices for as long as stated elsewhere in the bid document, and that the Township may at any time within that period without notice, accept this bid whether any other bid has been previously accepted or not.

Curbside Garbage Collection

5. That the awarding of the contract by the Township is based on this submission, which shall be an acceptance of this bid.
6. That if the bid is accepted, I/we agree to furnish all documentation, security and certifications as required by the bid document and to execute a formal contract in triplicate, if required, within ten (10) working days after notification of award. I/we understand that any acceptance by the Township is fully conditional upon the receipt of said documentation, security and certifications by the Township within ten (10) working days. Bid documents shall form the contract if project is awarded to the bidder. If I/we fail to do so, the Township may accept the next highest scored bid or any bid or to advertise for new bids, or to carry out completion of the works in any other way they deem best.
7. That I/we agree to save the Township, its agents, or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the contract of which the bidder is not the patentee, assignee, or licensee.

The undersigned affirms that they are duly authorized to execute this bid.

Bidder's Signature and Seal: _____

Position: _____

Witness: _____

Position: _____

(If Corporate Seal is not available, documentation should be witnessed)

Dated at the _____ of _____
(Town/City)

this _____ day of _____ 2026.