



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

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:

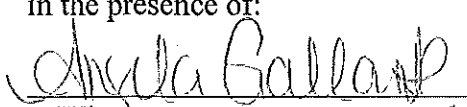


Witness



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 Island Waste Management Corporation, 110 Watts Avenue, Charlottetown, PEI, C1E 2C1 prior to 2 p.m. local time (ADT), Tuesday March 31, 2015

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 – EAST PRINCE COUNTY AREA
COLLECTION & TRANSPORTATION OF
RESIDENTIAL WASTES & ORGANICS**

(OFFICIAL COPY)

**INSTRUCTIONS TO BIDDERS
ISLAND WASTE MANAGEMENT CORPORATION
IWMC – EAST PRINCE COUNTY 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 a.m. and 4:00 p.m. Bidders picking up bid packages will be requested to identify who the contact person is and to provide a contact phone and e-mail address. This is required in the event that should an addendum be prepared, it will be forwarded to all bidders who have picked up official bid packages. This office is located at:

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

2. TENDER CLOSING DATE

Tenders will be received prior to 2:00 p.m. local time (ADT), Tuesday, March 31, 2015, the "Tender Closing Date", at the CHARLOTTETOWN OFFICE of IWMC, located at 110 Watts Avenue, West Royalty Business Park, Charlottetown, PEI at which time the tenders will be opened publicly. **Tenders received after the 2:00 p.m. 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 Cleanup 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 OH&S 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 in writing to the attention of **Gerry Moore** at the Charlottetown office of The Corporation to gmoore@iwmc.pe.ca or via fax 902 894-0331. All questions must be received by The

Corporation at least five (5) working days prior to the Tender Close Date, and a written response shall be available no later than three (3) working days before the Tender Closing Date.

6. **SECURITY REQUIREMENT**

(i) **Bid Deposit**

A bid deposit of \$10,000 in the form of a 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 unsuccessful bidders. If the successful Bidder refuses to enter into the Agreement, their deposit shall be forfeited to The Corporation as liquidated damages.

(ii) **Contract Security**

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**

The 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 in addition to the tender price submitted on the Tender Form. Bidders 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 names of 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 performing 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 and/or be the determining factor in awarding the contract to another bidder. 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 names, titles and phone numbers of all officers must be provided, the proper persons authorized to enter into contracts for said 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/telex 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, PEI prior to Tender Closing Date of **2 p.m. ADT Tuesday, March 31, 2015** **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 this 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 of 2 p.m. ADT, March 31, 2015.

(ii) **After Opening**

No bidder may withdraw its tender for a period of forty-five (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 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. 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 five (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, 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

It shall be noted that the terms and provisions contained in this contract supercede all previous cart collection contracts which may have been issued through The Corporation in the past.

13.1 SERVICE AREA

In general, the East Prince Region includes all residences in the areas of Prince County west of the Queens/Prince County line. It includes the community of Seaview, Rte 20 to the intersection of Rte 101, Irishtown Road. In the community of Margate, it includes the Thompson Point Road and River View Crescent. It proceeds westward to the community of Portage in Prince County and encompassing all areas east of the Percival River in the south and Foxley River on Rte 168 and Rte 12, and not including Lennox Island. Included as part of this contract within these boundaries are the city of Summerside and the town of Kensington. Refer to the map attached as Appendix 2 for details as well as scheduled collection days.

Effective December 31, 2014, the East Prince Region encompassed 14,435 year-round households including single family homes, apartment units and churches. There are 272 properties that had 4 or more units for a total of 2,086 apartment units. Also included in the year-round figure are 13 church properties serviced through the residential program. In addition, there were a total of 1,873 cottages serviced during the 2014 cottage season, 80 of which received extended cottage service. Regular cottage collections begin the week of June 1 each year and continue until the week of September 30. Extended cottage collections are usually scheduled to begin in the week of May 15 and are concluded in the week of October 31. 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 of each calendar year, and subsequent invoices from The Contractor will be based upon these adjusted figures.

The total volume of material (metric tonnes) collected in the East Prince Region for the past three (3) years was as follows: All compost material is transported to the Central Compost Facility and all waste is transported to the East Prince Waste Management Facility.

<u>Material Type</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Waste	3,828MT	4,130MT	4,237MT
Compost	3,709MT	3,503MT	3,569MT

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 collection The Contractor is not required to provide service at an address where there is no Waste Watch cart evident, but drivers should use judgment in determining whether service is warranted or not, i.e. cold ashes set out for pickup without the cart. Current guidelines permit residents to place up to two (2) 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 material is rejected for collection, the driver must immediately indicate to the customer using an info tag or sticker as well as advise the Customer Service Center the reason for the rejection. The Contractor must collect all

materials which have been approved by The Corporation for any particular stream, including, but not limited to, those which are included in the sample Sorting Guide, attached here as **Appendix 3**.

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

Customers will have up to two (2) 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. The Contractor will be advised by The Corporation of valid missed collections and upon notification, is expected to return as soon as possible within two (2) working days to provide collection. Should The Contractor 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 extended. 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

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

Service is offered spring and autumn to customers to allow for pickup of items not usually collected during regular weekly collections. This will comprise of 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 and sorting guide attached as **Appendix 3**. The Corporation reserves the right to alter or adjust the materials collected and the weekly schedule 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 Cleanup Guidelines attached as **Appendix 4**.

In accordance with Appendix 4, Construction & Demolition (C&D) debris/materials are not part of Spring and Fall Cleanup. However, discretion and common sense must be exercised as there is a difference between material from a renovation project from that of simply material that could be classified as C&D. The volume of this type of material permitted is not to exceed the volume of a waste cart. Although the volume permitted

equals a 240-litre cart, it does not need to be inside the cart for collection purposes but must meet all other collection criteria. The Corporation will continue to educate customers that C&D material is not collected during Spring and Fall Cleanup, however the Contractor will not reject customers placing small amounts of material that could be classified as C&D for cleanup collection. If drivers are faced with large quantities of C&D, they should reject the material, leave a tag, and report the situation on the Daily Drivers Report.

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 labour to handle these seasonal peaks and to ensure each area is completed on schedule. The Corporation reserves the right to require The Contractor complete an additional collection beyond the regularly scheduled three-week cleanup period. Compensation for any such additional collection will be negotiated between The Contractor and The Corporation.

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

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

In the event a spring/fall cleanup 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 (1) week following the scheduled cleanup to report a missed collection and The Contractor, following notification, will have one (1) week to complete the collection. Should The Contractor fail to complete the cleanup 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 Contractor's 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. The Contractor must be aware that collection service must be provided to all residential properties in this region. This includes, but is not limited to, customers on narrow roadways/driveways, multi-unit properties, seasonal properties, as well as residences on private roads. Depending upon the type and size of the primary vehicle, The Contractor may require a smaller collection vehicle to provide collections to these properties. The Contractor must be familiar with these collection areas and potential accessibility issues and ensure adequate vehicles are available to provide service. 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.

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 in the 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, all primary collection vehicles used (those that are typically used in year-round day-to-day collections) meet or surpass the Emission Standards for Heavy Duty Engines as issued for the year 2007 by Environment Canada. It is paramount that all vehicles used be well maintained (tires, brakes, etc. in good working condition) throughout The Contract period. Any exceptions to this will require prior approval and inspection from The Corporation as outlined below. **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 Contractor will indicate in his Equipment List (**Appendix 5**) 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 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.

In addition, 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. The Contractor's business telephone number shall be affixed upon all equipment and such other information as 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 and/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, and clean-up equipment for debris spillage including broom and shovel. Collection vehicles must 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 load from the weather and to prevent spillage of material or liquid from the vehicles during transport.

The Corporation's 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 Contractor's monthly payment. The lifter specifications for a typical semi-automated lifter are contained in **Appendix 6** and the Contractor is 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 this equipment at any time.

Note: Appendix 6 shows Industrial Cart Tipper model C220 which is a universal tipper that handles both domestic and European style carts. IWMC currently utilizes SSI Schaefer 240- and 140-litre carts which require the European style cart tipper. The Contractor must ensure that the cart tipper can operate with these types of carts. The main point of the Appendix 6 is to highlight the cycle time which is measured from the point the lifter is in its parked state, through a full

revolution with no stopping, and back to its parked state (under the truck frame). This cycle must be maintained between eight (8) and ten (10) seconds. The maximum weight limit of a cart is 220 lbs. Appendix 6 outlines the specifications model C220 which is able to handle the 140-, 240- and 360-litre cart sizes. The 400 lb reference in this appendix refers to the 360-litre cart maximum. All tippers shall be set to lift a maximum of 220 lbs and have a lift cycle of no less than eight (8) seconds.

The Corporation reserves the right to require The Contractor to install GPS units (or any such similar equipment) in his vehicles with a connection to The Corporation's Customer Service Center to allow tracking. Should this become a requirement, 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 provide customers with 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 at 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 (5) percent (percentage is subject to change at the discretion of The Corporation), 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 The Corporation. It is The Contractor's responsibility to ensure drivers have an adequate supply of tags or stickers. All such tags and stickers can be picked up by drivers at the Corporation's final disposal sites.

If the contamination level is judged to be below five (5) percent but there are contaminating items, the driver shall empty the cart/container and accept the bag (if the appropriate bag is used for the stream being collected--i.e. clear plastic bag for waste or paper bag for compost) and leave behind an education sticker/tag informing 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 material after being dumped into the collection vehicle. If the driver sees contaminating items, he is not expected to remove this material from the collection vehicle, but 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 when an education sticker/tag is left informing the customer of sorting errors, the driver must record this on the Drivers Daily Report form (unless directed otherwise by The Corporation, i.e. through 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. The Drivers Daily Report template will be provided to The Contractor by The Corporation.

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

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 to distribute educational materials/tags/handbills/stickers, etc. to customers in conjunction with collecting the carts. The Corporation will supply the materials and provide direction on how the educational material(s) is/are to be distributed to customers.

(ii) Load Inspections at the Final Disposal Facilities

The Contractor has load quality inspectors at each of the final disposal facilities. When 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 (5) percent contamination by volume (as determined by the IWMC inspector) will be either surcharged or rejected. Loads that contain any amount of contamination determined to 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 five (5) percent 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; or
- The Contractor may request the load be reloaded into the collection vehicle, if possible. The Corporation will cooperate in the reloading process but may choose to charge a fee for this service; or
- If it is not possible to reload the contaminated material 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 twenty-four (24) hours and

will assist in loading for The Contractor but may choose to charge a fee for the loading services. Should The Contractor fail to remove the load within the twenty-four (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 twenty-four (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, e-mail, 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 The Contractor and drivers to resolve issues, provide information or communicate changes. These meetings would not normally exceed a maximum of three (3) per year, and within reason, the Contractor 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.

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 adequate 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. The Contractor is 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 twenty-four (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 contractor's facility to inspect the process at any time. **The Contractor must also be vigilant that all materials consolidated at his facility are originally from the residential collection area. Any comingling 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, backyard collections for residents whose medical or other condition limits their ability to place material curbside. 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 twenty-five (25) such properties in the East Prince County 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 thirteen (13) such properties in the East Prince County 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 period 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 **18 metric tonnes per year**. Typically, trees longer than eight (8) 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) curbside 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 carts in a prone position with the wheels facing upward. In some circumstances, customers may have secured carts to prevent them from blowing (i.e. tied, in a corral, etc.), and the Contractor is 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 a.m. and be completed no later than 6:00 p.m. 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 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 the Contractor is expected to provide to his 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. The Contractor 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

East Prince Waste Management Facility (Winter: – mid-September to April)
Rte 2, Wellington Center
Monday - Friday 8:00 a.m. - 4:30 p.m.
Saturday 8:00 a.m. - 12:30 p.m.
(Summer: May to mid-September)
Monday - Friday 7:00 a.m. - 4:30 p.m.
Saturday 7:00 a.m. - 12:30 p.m.

Organics

Central Compost Facility
Rte 226, Brookfield
Monday - Friday 8:00 a.m. - 5:30 p.m.
Saturday **CLOSED**

Secondary Final Disposal Facilities

Wastes

PEI Energy Systems
Riverside Dr., Charlottetown
Monday - Friday 7:00 a.m. - 4:30 p.m.
Saturday 7:00 a.m. - 12:30 p.m.

Organics

East Prince Waste Management Facility (See above)

15. FUEL PRICE ADJUSTMENT

The Minimum Self Service Diesel Oil Price as of March 2, 2015 as posted by the Island Regulatory and Appeals Commission (IRAC) is listed at 132.0 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 January 1 to December 31 in any year of this agreement increase or decrease by more than five (5) percent (go above 138.6 cents per liter or below 125.4 cents per liter/) 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 (5) 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 (5) 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.

(AMF – base price) x \$900 = 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. **(Note: for 2019, the calculation will be based up to the end of The Contract).**

\$900.00 = 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 (5) percent of the base price.

16. BILLING PROCEDURE

(i) 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 thirty (30) days.

(ii) Payment

The Corporation, upon receipt and approval of an invoice from the Contractor, will pay to the Contractor the sum owed within thirty (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 occurrence against bodily injury and property damage. The Corporation and the Government of Prince Edward Island are to be added as insureds 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**

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.

(iv) **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 subparagraph (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 his

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 January 1, 2016 and shall be complete on August 31, 2019. The Corporation has selected this termination date to have the Contract expire at the same time as its current West Prince Contract to allow the possible opportunity to combine these two (2) contracts in the future. 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 August 31, 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
EAST PRINCE COUNTY AREA
COLLECTION AND TRANSPORTATION OF
RESIDENTIAL WASTES & ORGANICS.

1. **BIDDER**

Name

Label Construction and Sanitation

Address

6 Mac Aleer Dr. Charlottetown, PE

Post Office Address

PO Box 233 Winsloe, PE C1E 1Z2

Telephone Number

902-894-4666

(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:

Two million four hundred and eighteen thousand Two hundred and nine dollars and seventy four cents. Dollars (\$ 2,418,209.74)
(Grand Total from below)

in lawful money of Canada PLUS APPLICABLE TAXES.

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 as the majority of new customers are usually added after June in each calendar year.**

As a baseline, effective December 31, 2014, the number of year round residences and cottages were as follows:

Residences – 14,435 Cottages – 1,873 Extended Cottages – 80

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>
YEAR 1 (January 1, 2016- December 31, 2016)				
Residences	14,435	X	\$ 40. ⁰⁰	\$ 577,400. ⁰⁰
Cottages	1,873	X	\$ 29. ⁰⁰	\$ 54,317. ⁰⁰
Ext cottages	80	X	\$ 29.95	\$ 2,396. ⁰⁰
			2016 Total	(A) \$ 634,113.⁰⁰
YEAR 2 (January 1, 2017-December 31, 2017)				
Residences	14,435	X	\$ 41.57	\$ 601,393. ⁴⁵
Cottages	1,873	X	\$ 29. ⁰⁰	\$ 54,317. ⁰⁰
Ext cottages	80	X	\$ 29.95	\$ 2,396. ⁰⁰
			2017 Total	(B) \$ 658,106.⁴⁵
YEAR 3 (January 1, 2018- December 31, 2018)				
Residences	14,435	X	\$ 42. ⁰⁰	\$ 606,870. ⁰⁰
Cottages	1,873	X	\$ 29. ⁰⁰	\$ 54,317. ⁰⁰
Ext cottages	80	X	\$ 29.95	\$ 2,396. ⁰⁰
			2018 Total	(C) \$ 663,583.⁰⁰

YEAR 4 (Note Year 4 is from January 1, 2019- August 31, 2019 Year Rate is 8/12)**

Residences	14,435	X	\$ <u>43.87</u>	X (8/12)	\$ <u>422,196.74</u>
Cottages	1,873	X	\$ <u>29.00</u>	X (8/12)	\$ <u>36213.14</u>
Ext cottages	80	X	\$ <u>29.95</u>	X (8/12)	\$ <u>1597.41</u>

2019 Total (D) \$ 460,007.29

**** PLEASE NOTE YEAR RATE TO BE CALCULATED AS 8/12**

A+B+C+D = Grand Total*

\$ 2,418,209.74

* plus applicable taxes

The Bidder agrees that the base monthly charge for the all years shall be one twelfth (1/12) of each year's total as allocated above: **Note Year 4 calculations are from January 1, 2019 to August 31, 2019.

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>
<u>Dean Crosby</u>	<u>President/owner</u>	<u>902-894-4666</u>
_____	_____	_____
_____	_____	_____

6: BIDDERS MUST SUBMIT THE FOLLOWING WITH THEIR BID

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. **BID DEPOSIT**

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 P.E.I.,

this 30 day of March, A.D., 2015

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

_____)
 Witness John Cairns)
 _____)
 _____)
 Witness Dean Crowley)
 _____)