

REQUEST FOR PROPOSAL
TRANSPORTING, PROCESSING and MARKETING
of
RECYCLABLE MATERIAL

REQUEST FOR PROPOSAL: NUMBER 2017-009
Issue Date: Wednesday October 11, 2017
Questions Due Before: Thursday November 2, 2017 at 3:00 p.m. local time
Closing Date & Time: Thursday November 23, 2017 3:00 p.m. local time
Address: Township of Perry
 1695 Emsdale Road, Emsdale ON
 P0A 1J0
Contract Administrator: Kim Seguin, Treasurer

LATE PROPOSALS WILL NOT BE ACCEPTED.
THE LOWEST PRICE OR ANY PROPOSAL NOT
NECESSARILY ACCEPTED.

<u>SITE AND/OR INFORMATION MEETING REQUIREMENTS:</u>	
MANDATORY:	Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/>
<u>Attendance Information</u>	
Date:	
Time:	
Location:	
ATTACHMENTS:	Yes <input type="checkbox"/> No <input type="checkbox"/>
<u>DEADLINE FOR QUESTIONS</u> (Questions must be in writing):	Thursday, November 2, 2017 at 3:00 pm

PROPONENT'S SUBMISSION CHECKLIST

NOTE: Proposals not submitted in two (2) separate sealed envelopes will be rejected unopened. Proposals submitted with any cost/pricing information submitted in the "TECHNICAL PROPOSAL" envelope will be rejected.

Before sealing Envelope 1, please check to ensure the following has been done:

1. Has your technical proposal been signed by the proper officers for your firm? (SECTION 5.1)
2. Have you enclosed the Certificate of Independent Proposal Submission? (SECTION 5.2)
3. Have you enclosed a Current WSIB Clearance Certificate?
4. Have you enclosed the Current proof of Insurance Liability Coverage? (SECTION 4.7)
5. Have you enclosed the completed Subcontractor Form (if required)? (SECTION 5.3)
6. Have you enclosed one original of items 1 through 5 and enclosed copies? (SECTION 2.4)
7. Have you labelled Envelope 1 as specified in Section 2.5?
8. Are you satisfied that your Envelope 1 submission does not make any reference to pricing or any other commercial terms and conditions? All such references should be included in Envelope 2.

Before sealing Envelope 2, please check to ensure the following has been done:

1. Has your price proposal been signed by the proper officers for your firm? (SECTION 5.1)
2. Have you enclosed one original of the Schedule of Items & Price Proposal and enclosed 2 copies? (SECTION 5.4)
3. Have you labelled Envelope 2 as specified in Section 2.5?
4. Are you satisfied that your Envelope 1 submission does not make any reference to pricing or any other commercial terms and conditions? All such references should be included in Envelope 2.

The Municipality has provided this checklist for the convenience of the Proponents responding to this RFP and provide no guarantees it is complete. This checklist does not relieve a Proponent of their obligation to review the RFP in its entirety in order to understand fully its submission requirements, and that your submission, in response to the RFP, is complete and meets those requirements.

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SCHEDULE A: Estimated Tonnages

SCHEDULE B: Depot Location and Hours of Operation

1.0 DEFINITIONS

“AODA” means The Accessibility of Ontarians with Disabilities Act, 2005, a law passed by the Ontario legislature that allows the government to develop specific standards of accessibility and to enforce them.

“BUSINESS DAY” means any day from Monday to Friday inclusive, excluding statutory or civic holidays observed in the Municipality.

“COLLECTION” means the collection of Recyclable Material and includes delivery to a Materials Recovery Facility or any other facility designated by a Designated Municipal Officer.

“CONTAINERIZED COLLECTION” means the collection of recyclable material via front end loading containers.

“CONTRACT” means an Agreement and any attachments approved by the Municipality.

“DESIGNATED COLLECTION AREA” means that area within the Municipal limits that is designated to receive the collection of garbage, recyclable material, and compostable material either singularly or in total.

“DESIGNATED MUNICIPAL OFFICIAL” means the Manager of Environmental Operations or person(s) designated by them.

“EVALUATION COMMITTEE” means a committee composed of representatives of the Municipality and/or such designates, assigns or consultants as may be authorized to review and evaluate any/all proposals submitted in accordance with this RFP and provide recommendations to Municipal Council as required.

“IC& I LOCATIONS” means Industrial, Commercial and Institutional locations.

“INCOMPLETE ROUTE” means three (3) or more consecutive collection locations, or such other number as may be determined by the Designated Municipal Officer that was not collected by the Contractor within the specified times on the specified route.

“MATERIAL RECOVERY FACILITY” or “MRF” means the Waste Management Receiving Facilities for Recyclable Material as described in this RFP.

“MAY” used in this document denotes permissive.

“MOECC” means the Ontario Ministry of Environment and Climate Change;

“MUNICIPALITY” means the City, Town, Township, Owner of the Work and Materials/Services required under this RFP or any subsequent contract awarded as a result of this RFP.

“OCC” means old corrugated cardboard which is a recyclable material as defined in the applicable Waste Collection By-law as amended from time to time.

“RECYCLABLE MATERIAL” is defined in the Municipality’s Waste Collection By-law as amended from time to time.

“REQUEST for PROPOSAL” (RFP) means the document issued by the Municipality

“RESOURCE PRODUCTIVITY and RECOVERY AUTHORITY” (RPRA), formerly Waste Diversion Ontario, the Provincial oversight, compliance, and enforcement organization.

“PROPONENT” refers to any legal enterprise making a submission in response to this RFP.

“SHALL” and “WILL” used in this document denotes imperative.

“SUBMISSION” means information submitted by a Proponent in response to this RFP.

“SUCCESSFUL PROPONENT(S)” means a Proponent (s) whose submission (s) has been accepted by the Municipality.

“WASTE COLLECTION BY-LAW” means the By-law passed by the Municipality providing for and governing the collection of waste, refuse and recyclables within the Municipality.

“WORK” means the performance of the Collection services and all related services including, but not limited to the supply of all materials, vehicles, labour, facilities, supervision, services, permits, licenses or approvals required to complete the Contractor’s obligations under the Contract Documents including any changes to the Work which may be ordered by a Designated Municipal Official as provided herein.

2.0 INSTRUCTIONS TO PROPONENTS

2.1 PURPOSE

This Proposal is being called for the transfer, processing/marketing of recyclable material. The Proponent can submit a proposal for all or either of the options as listed in Section 5.0, Submission Forms.

2.2 REGISTRATION

Registration as a document taker is mandatory to have a Submission recognized as compliant and to ensure all relevant information (i.e. addenda) is received.

Contract Administrator for this proposal process is Kim Seguin, Treasurer of the Township of Perry.

Proponents may register as a document taker with the Township by requesting via e-mail to kim.seguin@townshipofperry.ca, or in person at the Township of Perry municipal office at 1695 Emsdale Road, Emsdale ON P0A 1J0 prior to the stated closing date and time.

2.3 DELIVERY AND OPENING OF SUBMISSIONS

Sealed Submissions labelled with the template provided within this document and affixed to the front of the Submission, must be received by the Township of Perry Finance Department at 1695 Emsdale Road, Emsdale ON P0A 1J0 on/before the date and time referenced on the front page of this document.

Submissions will be time stamped by the date and time noted at the reception desk and shall be the only recognized time piece for the purpose of Submissions.

The Municipality shall not be responsible for Submissions which are not properly marked and/or delivered to any location other than that specified above. The use of any means of delivery of a submission shall be at the risk of the Proponent.

Electronically transmitted submissions (facsimile, e-mail, etc.) will **NOT** be accepted for this Request for Proposal.

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

Proponents are advised there will not be a public opening for this RFP. Submissions received, by the date and time of closing, will be opened administratively by the designated official at a time subsequent to the closing.

2.4 COMPLETION OF THE SUBMISSION

The submission must be completed in hard copy. All entries shall be clear and legible and made indelible. All items shall be submitted according to any instructions in this document.

Alterations to comply with instructions within the document may be made providing they are legible and initialled. Submissions which are incomplete, conditional, illegible or obscure that contain additions not called for, reservations, erasures, alterations incorrectly submitted, or contain irregularities of any kind not defined may be rejected.

All Submissions must be submitted in sealed packages, clearly marked as to contents and shall include **One (1) complete original** document submission and **Two (2) copies** and One Electronic copy on USB/Flash drive of their Project/Technical Proposal of the complete submission and shall include:

- **Proposal Form**
- **Table 1: Company Capabilities and Credentials**
- **Certificate of Independent Proposal Determination**
- **Current WSIB Clearance Certificate**
- **Current proof of Insurance Liability Coverage**
- **Subcontractor Form**
- **Schedule of Items and Prices**
- **Proponent's Applicable Proposal Details**

2.5 FORM OF PROPOSAL

The Corporation has elected to utilize a Two (2) Envelope submission format for this Request for Proposal.

Envelope 1 must contain the Technical Proposal only and shall include at minimum the following:

- Proposal Form (original)
- Table 1: Company Capabilities and Credentials
- Certificate of Independent Proposal Determination
- Current WSIB Clearance Certificate
- Current proof of Insurance Liability Coverage
- Subcontractor Form
- Proposal Details (Excluding Financial Details to be submitted in Envelope 2)
- Alternative Proposals (Excluding Financial Details to be submitted in Envelope 2)(optional)

Each Proponent must submit One (1) original identified as "Master" and Two (2) copies marked as "Copy" and One Electronic copy on USB/Flash drive of their Project/Technical Proposal (Envelope 1); sealed and clearly marked as "**Technical Proposal**".

Envelope 2 must contain the Financial Proposal only and shall include the following:

- Proposal Form (copy)
- Schedule of Items and Prices
- Alternative Proposals – Pricing details (optional)

Each Proponent must submit One (1) original identified as "Master" and Two (2) copies marked as "Copy", Financial Proposal (Envelope 2); sealed and clearly marked as "**Financial Proposal**".

2.6 NON-MANDATORY MEETING

There shall not be a pre-bid meeting for this RFP, questions may be directed in writing to kim.seguin@townshipofperry.ca prior to the deadline Thursday, November 2, 2017 at 3:00pm.

2.7 SUBMISSION WITHDRAWAL OR ALTERATION

Any Submission may be withdrawn prior to the scheduled time for Submission Closing, or authorized postponement thereof. Submissions received after the date and time of closing will not be considered. No Submission may be withdrawn within five (5) calendar days from the actual date and time of closing for the Submissions.

Proposals must be irrevocable and open for acceptance by the Municipality for a period of ninety (90) calendar days after the Closing Time even if the proposal of another Proponent is accepted by the Municipality.

2.8 ALTERATION OF PROPOSAL DOCUMENT

The Proposal shall contain no alterations or additions, except those to comply with instructions within the document, as issued by the Municipality, or as necessary to correct errors in which case such corrections shall be initialled by the authorized person or persons signing the proposal submission. Any unauthorized alterations to the Municipality's proposal document will result in the rejection of the submission.

2.9 PROPONENT'S CONTACT

The Proponent shall name a person through whom all inquiries and communications about the goods/services they propose may be directed. This person shall have sufficient technical knowledge and responsibility to respond directly to any inquiries regarding this proposal. This contact name is to be listed on the Proposal Form included in the Submission document.

2.10 UNBALANCED SUBMISSION AND DISCREPANCIES

Each item in the Proposal Form – Schedule of Unit Prices, shall indicate a commercially reasonable price for such item. Proponents may not submit unreasonably low prices for one portion of the required work along with unreasonably high prices for another portion of the work. The Evaluation Committee shall be the sole judge of such matters and, should any proposal be considered unbalanced, it may be rejected without further consideration.

Proposals containing minor non-conformances and/or mathematical errors may be considered following correction of said errors by the Evaluation Committee. Proposals containing major mathematical errors may be rejected or the proponent may be contacted for clarification/amendments at the sole discretion of the Evaluation Committee.

2.11 PROPONENT EXPENSE AND RISK

The Proponents waive any claim, action or demand, however arising, whether in contract (including fundamental breach or breach of a fundamental term), tort (including negligence) or otherwise, for loss of profits, overhead expenses, liabilities, costs, expenses or other losses or damages incurred, sustained or suffered by themselves or any third party in connection with the acceptance or non-acceptance by the Municipality of any Submission, any delay in the acceptance of a Submission, or any other matters connected to the procurement or any subsequent negotiation process. All costs incurred in the preparation and presentation of the Submission and any subsequent negotiations shall be wholly absorbed by the Proponent. All supporting documentation submitted shall become the property of the Municipality.

2.12 EXAMINATION OF PROPOSAL DOCUMENTS

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

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

2.13 EXAMINATION OF SITE(S)

Each Proponent must satisfy himself/herself by a personal inspection of all sites as provided in this document. There will be no consideration of any claim, after submission of Proposals, that there is a misunderstanding with respect to the conditions of these sites or the works required to manage them.

2.14 INQUIRIES, OMISSIONS, DISCREPANCIES AND INTERPRETATIONS

The Municipality shall not be held liable for any errors or omissions in any part of this RFP. While the Municipality has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Municipality, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve the Proponents from performing their own research and forming their own opinions and conclusions with respect to the scope of work addressed in the RFP.

Should a Proponent find omissions from or discrepancies in any of the RFP documents or should the Proponent be in doubt as to the meaning of any part of such documents, the Proponent shall notify the designated contact without delay. If the designated contact considers that a correction, explanation or interpretation is necessary or desirable, an addendum will be issued to all registered document takers.

NOTE: No oral explanation, discussion or interpretation will modify any of the requirements or provisions of the RFP or Submissions.

All questions, concerns and communications with respect to the RFP process will be made directly and solely to the designated contact. Failure to abide by this requirement will be grounds for disqualification. Questions and answers will be circulated in writing as a RFP addendum to all registered document takers.

2.15 ADDENDA

The Municipality may choose to issue addenda to provide clarification or additional information to document takers. Addenda will be distributed to all who have registered as a document taker. Addenda will be distributed using the latest contact information provided. The onus is upon the document takers to ensure the Municipality has the correct contact information. It is the Proponent's ultimate responsibility to ensure they have received all addenda. Document takers must acknowledge receipt of addenda on the form contained in the proposal document or the submission may be disqualified.

2.16 ACCEPTANCE/REJECTION OF SUBMISSION AND MUNICIPALITY RIGHTS

The Municipality reserves the right to accept or reject any Submission(s) in whole or in part, to negotiate the scope of work or any other requirements under this RFP, with the highest scoring Proponent(s) and to waive formalities, irregularities and/or omissions, if in so doing the best interests of the Municipality will be served without stating reasons therefore. No liability shall accrue to the Municipality for its decision in this regard. Any Submission or any part of any Submission will not necessarily be accepted. The lowest priced Submission does not necessarily constitute an award.

Notwithstanding and without restricting the generality of the statement immediately above, the Municipality shall not be required to award and accept a Submission, or recall a Submission at a later date:

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- When only one (1) Submission has been received as a result of the RFP;
 - Where the lowest responsive and responsible Proponent substantially exceeds the estimated cost;
 - When all Submissions received fail to comply with the specifications or Submission terms and conditions;
 - Where a change in the scope of work or specifications is required.

The Municipality reserves the right in its absolute discretion to:

- Vary, discontinue or cancel the procurement process, and/or commence a new process for the same or similar deliverables, if it deems reasonable conditions exist to do so.
- Provide additional written information to Proponents.

The Municipality may, in its absolute discretion, reject a Submission if the Proponent, or any officer or director of the Proponent is or has been engaged, either directly or indirectly, in a legal action or claim against the Municipality, its elected or appointed officers and staff in relation to:

- Any other contract with the Municipality
- Any matter arising from the Municipality's exercise of its powers, duties or functions.

In determining whether or not to reject a Submission under this clause, the Municipality will consider whether the litigation or claim is likely to affect the Proponent's ability to work with the Municipality, its consultants and representatives.

These reserved rights are in addition to any other express rights under this RFP and other rights that may be implied in favour of the Municipality in the circumstances.

2.17 ABILITY AND EXPERIENCE OF PROPONENT

It is not the Municipality's intention to award this contract to any Proponent who does not furnish satisfactory evidence of possessing the ability and experience in this class of work and sufficient resources to ensure acceptable performance and completion of the work.

The following criteria may be used by the Municipality to determine whether a Proponent is qualified to undertake the contract;

- The Proponent's ability and agreement to complete the work within the required schedule;
- The Proponent's ability to work effectively with Municipality staff, consultants and other representatives;
- The Proponent's ability to effectively manage and do the work with its own forces, contractors or subcontractors and, others that may share the work areas;
- The Proponent's history with respect to quality of work, scheduling, providing satisfactory results and acceptable cooperation;

The Municipality reserves the right to disqualify those Proponents whose historical performance for the Municipality has been unsatisfactory in terms of failure to meet contract specifications, terms and conditions or for Health and Safety violations, of which the Municipality shall be the sole judge.

Proponents are invited to provide any additional information they determine will assist the Municipality in using the aforementioned criteria. The Municipality may reject the lowest or any Submissions if, after investigation and consideration, the Municipality concludes, in its sole discretion, that the Proponent is not qualified to do the work and/or cannot do the work and perform the contract in a manner satisfactory to the Municipality.

2.18 CONFIDENTIALITY

Proponents shall acknowledge the confidential and proprietary nature of certain information that is involved with the award of this Proposal and, as such, agrees to take all reasonable measures necessary to ensure that Municipality information is treated with the utmost confidentiality.

2.19 CONFLICT OF INTEREST AND INELIGIBLE PERSONS

- (1) Each Applicant Representative, on behalf of the Prime Members, Equity Member and any other Team Member identified in the Applicant's Response, must declare and continue to be under an obligation to declare all Conflicts of Interest or any situation that may be reasonably perceived as a Conflict of Interest that exists now or reasonably foreseeably may exist in the future. In this RFP, "Conflict of Interest" includes any situation or circumstance where in relation to the Project, an Applicant and/or its Team Members have other commitments, relationships or financial interests that,
 - a. could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of the Municipality's independent judgment; or
 - b. could, or could be seen to, compromise, impair or be incompatible with the effective performance of its obligations under the Project Agreement.
- (2) In connection with its Response, each Applicant shall:
 - a. avoid any Conflict of Interest in relation to the Project;
 - b. disclose to the Municipality without delay any actual or potential Conflict of Interest that arises during the RFP Process; and
 - c. comply with any requirements prescribed by the Municipality to resolve any Conflict of Interest.
- (3) In addition to all contractual or other rights or rights available at law or in equity or legislation, the Municipality may immediately exclude an Applicant from further consideration or remove the Applicant from the RFP Process if:
 - a. the Applicant fails to disclose an actual or potential Conflict of Interest;
 - b. the Applicant, a Prime Member, Equity Member or any Team Member identified in the Applicant's Response fails to comply with any requirements prescribed by the Municipality to resolve a Conflict of Interest; or
 - c. the Applicant's Conflict of Interest issue cannot be resolved.
 - d. the Applicant gives or offers any gratuity to or attempts to bribe or coerce any member of Council, officer or servant of the Municipality.
- (4) With respect to Ineligible Persons or their subcontractors or consultants, the Municipality reserves the right, in its discretion, to exclude any Applicant, Affiliate or any subcontractor or consultant to any Applicant or Affiliate on the grounds of Conflict of Interest. The Municipality may also, in its discretion, waive the ineligibility of an Affiliate, subcontractor or consultant of an Ineligible Person on such terms and conditions as the Municipality, in its sole discretion, may require, including that the Applicant or entity put into place adequate safeguards to mitigate the impact of any Conflict of Interest and to ensure that any and all Confidential Information the Applicant, Affiliate, subcontractor or consultant may have continues to be kept confidential and not disclosed or used except as expressly allowed by the Municipality.
- (5) Other firms or persons that may be contracted or retained by the Municipality to work on the Project may also be deemed Ineligible Persons.

2.20 NEGOTIATIONS

The Municipality may award the RFP on the basis of Proposals received, without discussion. Each Proposal should, therefore, contain the Proponent's best terms and complete detailed information. The Municipality reserves the right to enter into negotiations with the highest ranked Proponent or when only one proposal is received and it exceeds the estimated budget for the specified work if the Proponent is responsive to negotiations.

The Municipality reserves the right to enter into negotiations with selected Proponent(s), prior to recommendation of a preferred Proponent, for the purpose of clarifying any items proposed, making minor amendments to the proposal document as required for the proposal to be compatible with the project, the schedule and budget, including amendments to the Scope of Work included in the proposal or the manner in which the Work will be undertaken.

2.21 QUANTITIES

Quantities shown in this RFP document are approximate only and shall be used by the Municipality as a basis for calculation with respect to the economic evaluation of the award. Quantities are based on historical data however and are not guaranteed to be accurate and are furnished without any liability on behalf of the Municipality.

2.22 FREEDOM OF INFORMATION

All proposals submitted to the Municipality become the property of the Municipality and, as such, are subject to the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, C.M. 56, as amended (the "MFIPPA").

The Proponent hereby consents to the disclosure of the information contained in their proposal submission, pursuant to the MFIPPA. If a Proponent considers any part of their proposal submission proprietary, the Proponent shall clearly mark such page or section of the submission as confidential and accompany the submission with a brief explanation as to why the Proponent requires such information not be disclosed to the public.

This procedure will not automatically protect the submission from release, but will assist the Municipality in making a determination of what information shall be released if a request is made. Any decision made under MFIPPA may be appealed to the Information and Privacy Commissioner of Ontario, who may direct the release of such information.

The identity of submitting Proponents as well as the Proponent's price submission amount may be made available to the public following evaluation of the proposals and/or at a public Council meeting, as part of the award process.

Any questions regarding the MFIPPA may be directed in writing to the Contract Administrator.

Once the procurement process has been closed and the Submissions are opened administratively by staff, total price information may be made available to the public. There may be a charge for this information. Requests for additional information may be subject to a fee.

2.23 SUBJECT OF APPROVAL

The signed Submission shall be taken as statement that:

- The Proponent understands the Instructions to Proponents and scope of work contemplated hereunder and agrees to comply with all terms, conditions and

-
- specifications stated in the RFP.
 - The Proponent will honour the prices submitted for the term of the Contract.
 - The Proponent understands that the acceptance of any Submission will be conditional on the Proponents ability to supply the goods and/or services at the time the Municipality requires the services.

2.24 SELECTION PROCESS AND AWARD

Unless stated otherwise the following procedures will apply:

- Proposals will be evaluated by the Municipality evaluation team and a preferred Proponent(s) recommendation will be made to Council.
- The Municipality will notify the successful Proponent of the award within Ninety (90) calendar days of the Submission Closing.
- Immediately after acceptance of the Submission by the Municipality, the Successful Proponent shall provide the Municipality with any required documents within fourteen (14) calendar days of the date of notification of Acceptance & Award.
- Following receipt of the required documents the successful Proponent will receive written authority, in the form of a Purchase Order or other contract document.

The Municipality reserves the right to award this requirement in whole or in part to one or more Proponents.

2.25 REQUIRED APPROVALS

The Successful Proponent shall obtain all permits, permissions, licenses and approvals required prior to starting the work if applicable. Approval copies shall be provided to the Municipality.

1. The Contractor shall provide the following documentation to the Municipality on or before the contract start anniversary of each year. Failure to submit, and/or maintain and/or keep valid any of the aforementioned documents and certificates may result in the cancellation of the contract.
 - (a) A Certificate of Insurance which complies with the insurance requirements set out in section 4.7 of this proposal;
 - (b) A WSIB clearance certificate as outlined in section 3.24 of this proposal;
 - (c) A copy of a valid Commercial Vehicle Operator's Registration (CVOR) and a copy of a current CVOR abstract;
 - (d) A copy of the Contractor's vehicle ownership;
 - (e) A copy of evidence of compliance with the Ontario Highway Traffic Act, Regulation 575 periodic mandatory commercial vehicle inspection, or dump vehicle inspection);
 - (f) A copy of a Valid Class DZ (minimum) license for all drivers provided by the Contractor. This is required for every driver that maybe used on the contract;
 - (g) A current (within 3 months) abstract for all drivers provided by the Contractor. This is required for every driver that may be used on the contract; and
 - (h) A copy of compliance with MOE regulations as applicable for driver training and equipment operation.

2. It is the Contractor's obligation to notify the Municipality, within five (5) business days, if there are changes to any of the above and immediately if any of the above are cancelled or withdrawn by the issuing agency.

2.26 SCHEDULE OF ITEMS AND PRICES/FEEES

All prices quoted shall be F.O.B. destination, Freight Prepaid. All delivery costs including, crating, transport, handling charges, customs brokerage & clearing, and all other related ancillary delivery charges shall be included in the quoted price.

In addition, the price Submission offered by the Proponent shall include all costs for the goods and/or services specified in this RFP but shall exclude applicable taxes.

No alterations, additions or deletions from the accepted Submission price will be permitted without the prior written approval of the Municipality.

Proponents are advised that all references to currency within this Submission document must be quoted in Canadian Funds and payments arising from this Submission award will be made in Canadian Funds.

2.27 PROPONENT SUBMISSION FORMAT & EVALUATION CRITERIA

Proposals shall be submitted based on the following format and must be submitted using the same headings as listed and topic sequence identified in Table 1 below. Failure to follow the submission requirements as outlined below may result in disqualification and a submission may not be considered any further within the procurement process.

The Proposal submission shall include one (1) original and two (2) copies of the complete submission. Proponents are requested to provide responses to each of the sections listed below.

Table 1: SUBMISSION EVALUATION CRITERIA			
Company Capabilities and Credentials			
Item	Category	Evaluation Criteria	Weight Value
1.	Company Profile	<ul style="list-style-type: none"> ◆ Company details, officers, size, number of employees, office locations. ◆ Number of years in business. ◆ Subcontractor (if any) company details, officers, size, number of employees, office locations. ◆ Subcontractor (if any) number of years in business ◆ Evidence that the company has adequate capacity to finance the resources required to complete the work outlined in this RFP (e.g. financial statements, bank references, etc.) ◆ Articles of Incorporation. <p><i>(Proponent must provide satisfactory evidence to demonstrate that the legal entity proposing to undertake the contract is in sound financial condition and has the economic capacity to complete the contract. In the event that a parent or affiliate company proposes to guarantee the obligations of the contracting entity, similar evidence should be provided in respect of that parent or affiliate. Such evidence may include audited or accountant-reviewed financial statements, as well as bank or trade references. Proponents will be evaluated based on the quality of the evidence provided).</i></p>	8

2.	Experience	<p>The Proponent shall describe, where applicable, their experience including:</p> <ul style="list-style-type: none"> ◆ experience undertaking curb-side collection of Recyclable Material as specified in the RFP document; ◆ experience undertaking the processing and marketing of recyclable materials ◆ value and size of past and current contracts; and ◆ The Respondent shall provide up to three (3) separate municipal references for similar services and specify the duration of the contract, location and collection/processing/marketing methods (vehicles/types of waste streams collected, etc.) utilized for past and current contracts. 	10
3.	Certificates of Approval	<ul style="list-style-type: none"> ◆ Provide copies of all Certificates of Approval/Environmental Compliance Approval required to perform the Work specified in the RFP. ◆ Describe any orders/charges/violations to your company by the Ministry of Environment as the result of any contravention of the Environmental Protection Act over the past five (5) years. 	3
Human Resource Requirements			
4.	Organizational Plan	<ul style="list-style-type: none"> ◆ Describe how the Work would be directly supervised to ensure daily completion and how sufficient personnel will be available to ensure daily completion of the Work. ◆ Proposed organizational structure including the name and resumes for the following key individuals as they would relate to the Work undertaken as identified in the RFP: <ul style="list-style-type: none"> ◆ District/Regional Manager(s)/Senior Executive Staff; ◆ Senior Administration Staff; ◆ Fleet/MRF manager; ◆ Supervisors ◆ Customer service; and ◆ Any other management staff. ◆ If a specific person is not named for any of the above positions, the Proponent shall identify the position by title and description and list the key qualifications of the person who would ultimately hold the position. 	8
5.	Health & Safety Plan	<ul style="list-style-type: none"> ◆ Describe or provide your company's Health and Safety Policy. ◆ Describe your plan to ensure that your company and its staff will deliver the Work described in this RFP in a safe manner to themselves and the public. ◆ Describe Health and Safety training you have/will provide staff for the delivery of the Work described in this RFP. ◆ Describe any orders/charges/violations to your company by the Ministry of Labour or the Workplace Safety and Insurance Board as the result of any contravention of labour, health and/or safety regulations over the past five (5) years. 	4
6.	Training Plan	<ul style="list-style-type: none"> ◆ Provide an outline and schedule of the staff training plan and procedures for contract start-up and implementation. ◆ Provide an outline and schedule of on-going staff training during the term of the contract. 	4

Facilities / Equipment Requirements			
7.	Facilities	<ul style="list-style-type: none"> ◆ The Proponent shall list the locations of each of the following facilities that are applicable to the Proponent's submission: <ul style="list-style-type: none"> ◆ office(s); ◆ yard for storage of fleet; ◆ vehicle maintenance facility; ◆ materials processing facility (MRF) ◆ other <p>The evaluation committee will consider the travel time to the facilities and contingency plans for collection delays if facilities are not located within the service area.</p>	10
8.	Vehicles & Equipment	<p>The Proponent shall provide the following information on their processing equipment and/or collection vehicles (data sheet for each type of vehicle proposed to be supplied, new or used, as of time of award of the contract):</p> <ul style="list-style-type: none"> ◆ number and type of vehicles required to carry out the work, as described in the RFP; ◆ age of all vehicles and equipment proposed to carry out each of the services identified in the RFP; ◆ type of vehicles and equipment that would be used to carry out the work; ◆ cargo capacity of vehicles; ◆ proposed number of spare vehicles; ◆ type of any ancillary equipment e.g. to collect carts; ◆ indication of that primary fleet will be dedicated to the contract; ◆ fleet maintenance plan; and ◆ any other facilities/equipment necessary to carry out the proposed work. <p>Supporting rationale/calculations to support the number of vehicles routinely required, calculations to support management of seasonal tonnage increases and population growth over the term of the Contract.</p>	10
Implementation / Operational Requirements			
9.	Transition / Start-Up Plan	<ul style="list-style-type: none"> ◆ Provide an outline of intended communications, equipment and staffing procurement scheduling, staff training schedules, facility siting if required and other implementation plans to ensure a smooth transition to your start-up of the Work specified in this RFP. ◆ Provide a schedule (tasks/time) from award to full implementation of the services under the Contract. 	8
10.	Operating Plan	<ul style="list-style-type: none"> ◆ Provide a proposed Operating Plan describing how your Company will provide each of the service(s) your Company has priced under this RFP as follows: <ul style="list-style-type: none"> ◆ capabilities and limitations for the collection of materials; ◆ proposed days for collection, daily start and finish times; ◆ plan to accommodate changes in population/number of sites requiring collection; ◆ plan to accommodate fluctuations in quantity of material throughout the year. ◆ any other operational items. 	9

11.	Environmental Considerations	<ul style="list-style-type: none"> ◆ Incorporate any environmental considerations in the proposal, such as: <ul style="list-style-type: none"> ◆ green fleet initiatives; ◆ alternative fuels; ◆ methods of increasing diversion of recyclable materials; ◆ other. 	2
QA/QC / Communication / Contingency Plan			
12.	Communication Plan	<ul style="list-style-type: none"> ◆ Describe your intended methods of regular communication with the Municipality through-out the course of the Contract and how the Contractor will keep the Municipality informed about operational matters arising, intended routing changes, other service changes, alterations and the like. 	5
13.	Quality Control / Quality Assurance Plan	<ul style="list-style-type: none"> ◆ Provide an outline of how you will ensure that the Scope of Work proposed under this RFP will be performed consistently, how you will ensure adequate staff training, ongoing communication to staff, or other methods proposed to ensure that quality control is maintained. 	5
14.	Customer Service & Complaints Management	<ul style="list-style-type: none"> ◆ Describe procedures and communication flows, response of your Company or drivers/agents to a direct complaint; ◆ Describe related tracking/recording procedures and how this will be communicated to Municipal staff; ◆ Describe your after-hours response procedure/protocol; 	6
15.	Business Interruption/ Contingency Plan	<ul style="list-style-type: none"> ◆ Describe any circumstance(s) where your company has been unable to deliver any/some of the Work described in any past or current Contract arrangement (e.g. daily collection due to winter storm conditions); ◆ Describe the contingency your company implemented in that instance if and when it occurred; ◆ Describe your company's contingency plan for a larger scale/longer term business interruption e.g., work stoppage, fire. 	6

(B) FINANCIAL SCORING

NOTE: All price submissions must be made in an envelope separate from technical submissions. Failure to comply may result in disqualification.

The following is a summary of the Financial Scoring:

- The lowest compliant Proposal price will receive 50 points.
- Each subsequent compliant Proposal price will then be divided into the lowest compliant Proposal price, the result will then be multiplied by 50. Financial points will be added to technical points to determine a total score for each proposal.

Note: Proponents must score a minimum of 65% on the technical proposal score portion in order to proceed to the financial scoring portion of the evaluation process. The Municipality reserves the right to interview the Proponents with the top Two (2) technical proposals.

2.28 INTERVIEWS

Proponents are advised that only the most feasible Proposals, as determined by members of the Proposal Evaluation Team, will be "short listed" and considered for further review. Those selected Proponents may be contacted and invited to attend an interview by the Evaluation Team.

3.0 STANDARD CONDITIONS

3.1 ENTIRE AGREEMENT/PARAMOUNTCY

Any Contract awarded shall consist of:

- any purchase order(s) and any agreements and other documents required to be delivered by the parties;
- any addenda to the RFP;
- the RFP;
- any modifications to the Submission acceptable to the Municipality, in its sole discretion; and
- the Submission.

The Contract shall constitute the entire agreement between the parties pertaining to the subject matter of this RFP and shall supersede all prior agreements, understandings, negotiations and discussions, oral or written, between the parties. Any conflict or inconsistency between the components of the Contract shall be resolved in accordance with the order of authority stated above.

3.2 PRICES ALL-INCLUSIVE

The Successful Proponent shall represent that it has fully considered all of the elements required to price the work and that the prices in the Submission bear all such considerations. The prices quoted shall include the furnishing of all labour, supervision, overhead, profit, service truck charges, fuel and all other job costs and charges necessary to perform and complete the work contemplated under the Contract, including all miscellaneous work, whether specifically included in the Contract or otherwise.

3.3 PURCHASING BY-LAW

N/A

3.4 ACCEPTANCE OF STANDARD TERMS AND CONDITIONS

The Municipality Standard Terms and Conditions as set out in Section 3 apply to this RFP and any subsequent contract awarded. Submission of a proposal is deemed acceptance of the standard terms and conditions.

3.5 RESPONSIBILITY FOR DAMAGES/INDEMNIFICATION

The Successful Proponent shall indemnify and hold harmless the Municipality, its officers and employees from and against any and all liabilities, claims, demands, loss, cost, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out of the project attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property caused by any negligent acts or omissions of the Successful Proponent, its officers, agents, servants, employees, customers, invitees or licensees, or occurring in or on the premises or any part thereof and, as a result of activities under the Contract.

The Successful Proponent shall be responsible for all damages caused by it or its agents or any workmen or persons employed by it, or under its control, or arising from the execution of the work, or by reason of the existence or location or condition of work or any materials, plan or machinery used thereof or therein, or which may happen by reason of its failure or the failure of those for whom it is responsible, to do or perform any or all of the several acts or things required to be done by them under the Contract.

3.6 REGULATION COMPLIANCE AND LEGISLATION

The selected Proponent shall ensure all services and products provided in respect to the contract are in accordance with, and under authorization of all applicable authorities, Municipal, Provincial and Federal legislation.

3.7 GOVERNING LAWS

The RFP and/or any contracts arising therefrom will be interpreted and governed by the laws of the Province of Ontario.

3.8 PERMITS AND LICENCES

The selected Proponent shall obtain any necessary permits, licenses and certificates and pay the fees required for the performance of the work which are in force at the date of the RFP closing.

3.9 ASSIGNMENT OF CONTRACT

The selected Proponent shall not assign transfer, convey, sublet or otherwise dispose of this contract or his/her right, title or interest therein, or his power to execute such contract, to any other person, company or Municipality, without the previous consent, in writing, of the Municipality's officials, which consent shall not be unreasonably withheld.

3.10 BUSINESS LICENSE

The selected Proponent may be required to provide evidence of possessing a current, Business Licence for the work conducted under this Submission. The Proponent shall be solely responsible for obtaining a Business Licence at their own cost.

3.11 TERMS OF PAYMENT

The Municipality's standard Terms of Payment will be Net Thirty (30) calendar days upon receipt of goods/services or invoice, whichever is later.

3.12 INVOICING INSTRUCTIONS

(1) Payment will be made in accordance with the terms of payment above following verification that goods/services listed have been provided to the satisfaction of the Municipality. All invoices shall include the Contractor's HST number, as applicable. All invoices must be supported by a detailed summary of services provided and shall include copies or suitable electronic records of all waybills generated.

(2) All waybills will indicate the tonnage and type of recyclables collected from each location serviced by the Contractor. The Municipality reserves the right to weigh any material/containers serviced under this contract and verify any weights submitted by the Contractor.

(3) The Contractor will maintain and keep sufficiently complete and accurate books, payrolls, accounts and records relating to the performance of the contract to permit their verification and audit and they will have no claim to payment unless such books, payrolls, accounts and records have been so maintained and kept. On request, the Contractor will furnish all the time sheets, records, bills of lading and other vouchers in MS Excel format or a similar format compatible with Municipal electronic accounting systems.

3.13 HARMONIZED SALES TAX (HST)

Harmonized Sales Tax (HST) is to be excluded from the unit prices quoted.

All invoices and progress billings issued to the Municipality must contain adequate information and supporting documentation as specified in the HST legislation and prescribed regulations thereof, for purposes of obtaining input tax credits and/or rebates in respect of the HST paid or payable by the Municipality. Specifically, the Successful Proponent must provide his HST registration number and must separately disclose the amount of HST payable on each invoice.

The Successful Proponent shall make available any other reasonable information which the Municipality may require in respect of supporting HST input tax credits or rebates claims.

3.14 LIMITED LIABILITIES

The Municipality's liability under this RFP shall be limited to the value of the goods/services provided.

3.15 DISPUTES AND TERMINATION

- (1) In cases of dispute as to whether or not deliverables required by any contract awarded under this RFP meet the requirements of the Municipality, the parties agree to attempt to negotiate a mutually agreeable settlement prior to submitting the matter at issue to a third party mediator or arbitrator. The decision of such agent, mediator or arbitrator as the Municipality may appoint will be final and binding.
- (2) Notwithstanding the above, the Municipality may terminate any contract awarded under this RFP for any reason whatsoever, by giving one hundred and twenty (120) days written notice to the Contractor of such intent. The Contractor shall not be entitled to any monetary compensation for work done following the notification period.
- (3) Notwithstanding any other provision in any contract awarded under this RFP, at the option of the Municipality, the Contract, or any part thereof, may be terminated on twenty-four (24) hours written notice to the Contractor, in the event that the Contractor:
 - (a) declares its inability to pay debts as they generally become due;
 - (b) is adjudged or adjudicated bankrupt or insolvent;
 - (c) becomes subject to or requests any benefit or exemption relating to any provision or enactment concerning bankruptcy or insolvency;
 - (d) withholds any funds payable to the Municipality or information from the Municipality;
 - (e) abandons the Work under this Contract;

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- (f) disregards any laws, by-laws, rules, regulations, standards, approvals or orders of any of the authorities having jurisdiction, including without restricting the generality of the foregoing, the directives of the Municipality;
 - (g) gives or offers any gratuity to or attempts to bribe any member of Council, officer or servant of the Municipality; or
 - (h) repeatedly fails to adhere to the terms of any contract awarded under this RFP and in particular commits repeated infractions in the performance of the Work.
- (4) In the event that the Municipality terminates all or part of any contract awarded under this RFP, the Municipality may take any steps to secure the completion of the Work and any damages or extra expenditures thereby incurred may be collected from the Contractor.
- (5) In the event the Municipality temporarily relieves the Contractor of a portion of the Work, it shall in no way affect the obligations of the Contractor with respect to the remainder of the Work or the same portion of the Work to be done in future.
- (6) In the event that the Municipality exercises their right to terminate the Contract then the Contractor shall be paid for only those Work(s) performed up to the date of termination that have been pre-approved by the Municipality.
- (7) Any representation or warranty given by the Contractor shall survive beyond termination of this Contract.

3.16 SUBCONTRACTORS

Subcontracts must be listed on the Subcontractor Form provided in this document. Any Subcontractors must be approved by the Municipality in advance of starting any Work.

3.17 CHANGES TO CONTRACT

Changes to the Contract may only be made in writing signed by duly authorized representatives of both parties.

No party shall have any obligation with respect to the implementation of a Change Request unless or until the parties have reached agreement in writing and a purchase order describing the change has been issued by the Municipality.

3.18 CHARACTER AND EMPLOYMENT OF WORKERS

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

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

3.19 ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT (AODA)

The Accessibility of Ontarians with Disabilities Act, 2005 (AODA), is a law passed by the Ontario legislature that allows the government to develop specific standards of accessibility and to enforce them. The standards are made into laws called regulations, and they provide the details to help meet the goal of the AODA, which is a fully accessible Ontario by 2025.

In 2007, the Ontario Government adopted the first AODA Standard, *Ontario Regulation 429/07*, respecting Accessibility Standards for Customer Service. All public-sector organizations in Ontario, including the Municipality, must comply with this regulation. The Accessibility Standard for Customer Service also applies to third parties that provide goods and services to members of the public on behalf of a public-sector organization.

The Municipality requires all third-party vendors to warrant being compliant with the Accessibility Standards. It is the successful Proponent's responsibility to ensure that it is fully aware of, and meets all requirements under the AODA and associated regulations.

Further information on compliance can be found at the Ministry of Community and Social Services website: <http://www.mcsc.gov.on.ca/mcsc/english/pillars/accessibilityOntario/accession/compliance>.

Upon award and prior to commencement of the work, the successful Proponent(s) must provide confirmation of completion of AODA training.

3.20 DUTY TO NOTIFY

If the Selected Proponent becomes aware of any problem and/or condition which may adversely affect the supply, delivery and installation, or the cost, functional capability or performance, of the Deliverables to be provided, or the ability of the Proponent to conform with any Specifications for the term of the Contract, then the Successful Proponent shall promptly, and in no event more than two (2) Business Days after becoming aware of same, notify the Municipality, in writing, of such occurrence and of the nature of the relevant problem or condition in sufficient detail to permit the Municipality to understand the nature and scope thereof. In any event, the Successful Proponent's Project Manager will provide such written progress reports to the Municipality as reasonably requested by the Municipality but not less frequently than monthly unless otherwise agreed to in writing by the Municipality.

3.21 FORCE MAJEURE

(1) Delays in or failure in the performance of either party under any contract awarded under this proposal shall not constitute default hereunder or give rise to any claim for damages if and to the extent caused by occurrences beyond the control of the party affected, including but not limited to decrees of federal or provincial government, acts of God, fires, floods, explosions, riots, war, rebellion, sabotage and atomic or nuclear incidents ("force majeure"), but lack of finances, strikes or other concerted acts by workers, delay or failure arising out of the nature of the work to be done, or from the normal action of the elements or from any normal difficulties which may be encountered in the performance of the work, having regard to the nature thereof, shall in no event be deemed to be a cause beyond a party's control.

(2) In the event that the performance of any contract awarded under this proposal, in the reasonable opinion of either party, is made impossible by force majeure, then either party shall notify the other in writing and the Municipality shall either; terminate the contract forthwith and without any further payments being made; or authorize the Contractor to continue the performance of the contract with such adjustments as required by the existence of the force majeure and agreed upon by both parties. In the event that the parties cannot agree upon the aforementioned adjustments, it is agreed by the parties that the contract shall be terminated.

(3) Proponents, by making a submission, acknowledge that Ontario Municipalities are subject to the Waste Diversion Act, 2002, (SO 2002, c6) (WDA) and Provincial Blue Box Program Plan (BBPP), which are outside the control of the Municipality. Repeal, replacement or amendment of either, the WDA and/or BBPP may change the operation of any Contract awarded under this RFP sufficiently to be classified, in the sole discretion of the Municipality, as a “Force Majeure” event. The parties hereby acknowledge that the Waste-Free Ontario Act, 2016 (WFA) has received Royal Assent in June, 2016, and the WFA, along with associated regulations, may operate to change the scope of work of any contract(s) awarded under this RFP.

(4) In the event of a strike or lockout, the Contractor is responsible to maintain all collection and processing services, to whatever reasonable degree possible and, if necessary, in co-operation with the Municipality as specified in the “Force Majeure” clause above.

(5) Within 30 days of the award of any contract, the Contractor shall submit to the Municipality a contingency plan explaining in detail how performance of the service during any strikes and/or lockouts shall be maintained at the Contractors cost. Such plan shall become a part of the contract and shall be subject to all the terms of the contract. Failure to submit a sufficient contingency plan, in the sole discretion of the Municipality, may result in termination of the contract.

3.22 TIME OF THE ESSENCE AND LIQUIDATED DAMAGES

Time shall be the essence of the contract. Goods and/or services shall be delivered within the time promised, failing which the Municipality reserves the right to cancel the contract or portion thereof without penalty or prejudice or the Municipality may apply liquidated damages.

In a case that the Contractor fails to perform the Work in accordance with the terms, Conditions and Specifications of the Contract, the Municipality shall give the Contractor notice as a written warning detailing the performance failure. Any subsequent occurrence of that same failure will result in the Contractor being assessed liquidated damages.

In view of the difficulty of ascertaining the losses which the Municipality will suffer by reason of delay in the performance of the said Work, it is hereby agreed upon, fixed and determined by the parties hereto, as to the amount of liquidated damages that the Municipality will suffer by reason of said delay and default, and not as a penalty; and the Municipality may deduct and retain the amounts of such liquidated damages out of the monies which may be due or become due to the Contractor under the Contract in accordance with table 2 below:

Table 2 – Liquidated Damages

Infraction	Amount	Unit
Failure to remove bins within 24 hours of notice	\$500	per incident
Improperly replaced containers	\$ 500	per incident
Discourtesy or inappropriate behaviour	\$ 1,000	per incident
Failure to resolve damage claim to property within reasonable time	\$ 1,000	per incident
Failure to submit reports in the required time/submitting inaccurate reports	\$ 5,000	per incident
Failure to clean up spillage (plus clean up and safe disposal costs) e.g. hydraulic oil	\$ 5,000	per incident
Failure to pick up litter in a timely manner	\$200	per incident
Failure to scale all vehicles	\$500	Per incident

Infraction	Amount	Unit
Marketing of any other material as “recyclables” that are not part of the Municipal Recycling Program without written permission.	\$1000	Per incident
Failure to provide a minimum of fourteen (14) days written notice in advance of a scheduled MRF shutdown	\$500	Per Day
Failure to process received recyclables within 2 weeks of receipt	\$1000	Per week
> 10% of recyclable materials in residual after processing	\$1000	Per incident
Material scavenging	\$1000	Per incident
Mixing of Municipal Recyclables with IC&I or other sources	\$1000	Per incident
Unscheduled downtime affecting Municipal operations	\$500	Per incident
Failure to provide requested reports/documentation within 5 days	\$500	Per incident
Market rejections	\$250	Per load
Market downgrades	\$250	Per load
Documentation on scale recertification not provided within 5 days of request	\$250	Per incident

3.23 SAFETY AND PROTECTION

The Successful Proponent shall:

- Comply with all laws, rules and regulations relating to the work to be provided including but not limited to the Ontario Occupational Health and Safety Act, as amended from time to time;
- Be responsible for the safety of all workers in undertaking delivery of the work, in accordance with all applicable legislation;
- Comply with the Municipality’s Corporate Statement - Occupational Health and Safety and all other reasonable guidelines respecting employee and subcontractor conduct as may be set by the Municipality, as applicable.
- Acknowledge its obligations to comply with the requirements of all legislation pertaining to the “Workplace Hazardous Materials Information System” and shall provide the work in accordance with the health and safety requirements of all applicable laws, regulations and requirements of any government authorities.
- Submit and continue to provide (every 90 days) to the Municipality a copy of its current WSIB clearance certificate or declaration of independent operator status.

3.24 HEALTH AND SAFETY

All PROPONENTS covenant that all their employees are knowledgeable in and follow the regulations pertaining to their duties included in the Occupational Health and Safety Act (R.S.O.), 1990, as amended and any regulations made pursuant to the Act. (OHSA)

All PROPONENTS covenant and agree to observe strictly and faithfully the provisions of the OHSA.

All PROPONENTS agree to indemnify and save the Municipality, its servants or agents, harmless for damages or fines arising from any breach or breaches of the OHSA.

All PROPONENTS agree to assume full responsibility for the enforcement of the OHSA, and the Municipality's Health and Safety policies and safe work practices.

All PROPONENTS further acknowledge and agree that any breach or breaches of the OHSA, may result in the immediate termination of this Service Provider and the forfeiture of all sums owing to them by the Municipality.

All PROPONENTS agree that any damages or fines that may be assessed against the Municipality by reason of breach or breaches of the OHSA, by the Service Provider will entitle the Municipality to offset the damages so assessed against any monies that the Municipality may, from time to time, owe the Service Provider under this Contract or under any other contract whatsoever.

All PROPONENTS shall, when requested by the Director, provide the Municipality with a copy of the Service Provider's Corporate Health and Safety Policy that has been developed for the company.

All PROPONENTS shall demonstrate establishment and maintenance of a Health and Safety Program with objectives and standards consistent with the applicable legislation and with the Municipality's Health and Safety policies and requirements.

The Successful Proponent shall ensure that all of its supervisory personnel performing the work under this contract are "competent persons" within the meaning of the OHSA.

3.25 NON-EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the successful Proponent. This Contract shall not restrict the Municipality from acquiring similar, equal or like goods and/or services from other entities or sources.

3.26 PROTECTION OF WORK & PROPERTY

The successful Proponent shall provide continuous and adequate protection of all work from damage and shall protect the Owner's property from injury or damage arising from or in connection with this work. The successful Proponent shall make good any such damage or injury.

Due care and attention shall be given to each project to ensure that buildings and the surrounding areas are protected from damage. Any restorations made necessary as a result of damage caused by the service provider or their sub-contractor are the total responsibility of the service provider.

3.27 CARBON CREDITS

Carbon credits means all credits, benefits, offsets, reductions, rights or indicia relating to:

(i) the reduction, mitigation or control of greenhouse gas emissions, including, without limitation, carbon dioxide, methane, nitrous oxide, hydro fluorocarbons, or any other gas, matter or substance, or

(ii) the generation or creation of energy from sources recognized as renewable, or generated from otherwise wasted resources, directly or indirectly arising out of the production, use, sale, capture, flaring, burning, destruction, processing, conversion, utilization, fueling, storage or sequestration that now or hereafter qualifies for recognition under any domestic, international or foreign emissions reduction or emissions program, scheme or organization or law or governmental authorization.

Any carbon credits resulting from any Work performed under any contract(s) awarded under this RFP shall remain the sole property of the Municipality for their exclusive use.

4.0 SPECIFIC CONDITIONS

The following Specific Conditions form part of this RFP and in the event of a conflict between the provisions of the Specific Conditions and those of the General Conditions, the Specific Conditions shall prevail.

4.1 SCOPE OF WORK

- (1) The Municipality is situated along the Highway 11 corridor at the northern edge of the Town of Huntsville, Ontario, and operates one (1) depot for the collection of waste and recyclable materials. It is anticipated that each year approximately 180 tonnes of Blue Box recyclables will be moved from the Municipal Depot to a private MRF for processing. The tonnage collected at the Municipal sites is significantly affected by seasonal fluctuations. Proponents are cautioned to take notice that an estimated 50% of the total tonnage is received between June 1, and Sept 1, each year. (See Schedule "B")
- (2) This RFP is for the hauling and/or processing/marketing of Blue Box recyclable materials collected at the local depot site and delivered for processing at a licensed Materials Recycling Facility (MRF) which must be within 225km. distance, (450km. return). Schedule "B" provides addresses for each of the depot sites.
- (3) The Municipality operates a two-stream recycling program for the separate collection of fibres and containers. Blue box materials are currently collected in rented 40 yd³ compaction roll-off containers. The Municipality will either continue to ship in roll-off containers or lease or purchase enough 8 yd³ Front End Load (FEL) containers to service all the operating depots.
- (4) Proponents may submit proposals for any or all of the following services:
 - A. Emptying FEL containers, on-truck compacting and hauling of materials from designated sites to a licenced processing facility.
 - B. The lease or sale to the Municipality of sufficient numbers of 8 yd³ containers with plastic lids suitable for unsupervised use by Municipal residents, to service all the collection requirements of all active depots, including seasonal increases.
 - C. Processing, marketing and sales of two (2) stream recyclables at a licensed MRF.
 - D. Processing, marketing and sales of single (1) stream recyclables at a licensed MRF.
 - E. Hauling 40 yd³ roll-off compactor container trains (2 units per trip) to a licenced processing facility.

4.2 BLUE BOX PROGRAM

- (1) Blue box recyclables are collected at a single depot located within the Municipality. The depot presently accepts material divided into two (2) separate streams:

FIBRES:

- Newspaper, mixed paper, box board, magazines, catalogues, household fine paper, etc.
- Books, soft cover or with hard cover removed, telephone books

-
- Brown bags, wrapping paper
 - Corrugated cardboard

CONTAINERS:

- Aseptic cartons
- Aluminum cans, containers, plates and foil
- Steel cans and containers
- Metal paint cans (empty, dry, lids removed- no plastic paint pails)
- Aerosol cans (empty, no propane or butane containers)
- Frozen Juice containers
- Cartons (milk, juice, cream)
- Egg cartons (plastic or fibre)
- Clear glass containers
- Coloured glass containers
- Plastics containers including PET, HDPE, mixed plastics, tubs & lids
- Clam shell packages

NOTE: Proposals submitted for processing materials must include a full list of recyclable materials currently accepted at the facility and any exceptions to the above list.

- (2) A summary of the tonnages of recyclables collected at each site is provided in Schedule "B".
- (3) Data is included for information purposes only and is not necessarily an indicator of the total amounts which can be expected. Although every attempt has been made to ensure accuracy, the Municipality expressly disclaims any liability whatsoever from reliance or non-reliance on the data provided in the attached Schedules. Proponents are advised to review the volumes generated and seasonal variance at each location when determining staffing and equipment requirements in preparation of their proposal submission. Questions concerning the RFP should be directed in writing to the Contract Administrator.

4.3 PROCESSING RECYCLABLES

- (1) The location of the MRF shall be identified in the FORM OF PROPOSAL – SCHEDULE OF UNIT PRICES, and must be within 225km (1 way) of the depot located at 775 Hwy 592 North Emsdale, ON
- (2) The MRF Contractor shall assume all responsibility for the processing of materials, marketing, sale and collection of sale revenues. Any cost to the Municipality for the processing of Recyclables and any sharing of revenue proposed by the processor shall be provided on the FORM OF PROPOSAL – SCHEDULE OF UNIT PRICES.
- (3) In the event that the MRF is unable or unwilling to process Recyclables, the Contractor shall immediately locate a satisfactory alternative at their cost. Under no circumstances may recyclable materials be landfilled, stockpiled indefinitely or incinerated.
- (4) The Contractor shall provide the Municipality with monthly reports on (1) the marketed tonnes and revenues by material and (2) tonnage of residue, with sufficient detail to allow the Municipality to complete the Resource Productivity and Recovery Authority (RPRA) datacall. In each report, the Contractor shall identify the markets secured for sale of recovered material.
- (5) All weigh scales used in the performance of this contract are to be certified by and maintained in compliance with the Canadian Weights and Measures Act, R.S.C., 1985, c. W-6 and records shall be made available on request.

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- (6) The Contractor/Sub-Contractor shall permit the Municipality to audit the material quality, quantity, residue, sales agreements, shipping records and any other records pertinent to the Contract resulting from this RFP, on twenty-four (24) hours' notice. Any irregularities resulting from an audit that are not immediately corrected by the Contractor to the satisfaction of the Municipality may result in the cancellation of the contract. Material audits shall be conducted in accordance with the CIF MRF Audit Guide. http://thecif.ca/projects/documents/803-MRF_Audit_Guide.pdf
 - (7) The Municipality reserves the right to add to or delete materials from the list of Recyclables collected from time to time or as mandated by changes to legislation. Only materials that are able to be processed at the MRF shall be added and only following consultation with the Contractor. Additional materials required by changes to legislation shall be subject to mutual agreement by the Municipality and the Contractor and failing such mutual agreement, the Municipality reserves the right to require that the Contractor provide an alternative processor at a price to be negotiated and failing agreement, at a price to be mediated or arbitrated.

4.4 TERM OF CONTRACT

The term of the contract shall be **Five (5) years commencing March 1, 2018 to March 1, 2023.**

The Municipality retains the option to extend the term of the contract for **Two (2) Additional One (1) Year Terms** based on satisfactory performance and the continuing competitiveness of pricing and services.

No alterations, additions or deletions from the accepted Proposal price will be permitted without the prior written approval of the Municipality.

All annual contract renewals are subject to Council budget approvals. The Municipality will notify the successful Proponent six (6) months prior to expiration of the contract term to negotiate the optional renewal based on satisfactory performance and the continuing competitiveness of pricing and services.

The Municipality reserves the right, at its sole discretion, to obtain the same or similar services from other sources during the term of this agreement, to maintain the service levels deemed appropriate.

4.5 PRICE ADJUSTMENTS

Where applicable, the contract prices identified in the successful Proponent's Financial Proposal for this RFP will be adjusted, on an annual basis, during the **Second (2) year's term starting March 1st, 2019** and adjusted thereafter on the 1st of March.

Price adjustments will be made separately for fuel and general inflation on a regular basis as outlined below.

Fuel Adjustments

- (1) The Contractor shall submit, prior to the execution of the Contract, the estimated quantity of fuel that will be consumed annually in the performance of this Contract and a proposed starting base price for the fuel to be used during the performance of this Contract.
- (2) The Contractor's monthly payment will be adjusted to allow for Seventy Percent (70%) of any difference greater than Ten percent (10%) **above** the agreed Commencement Date base price/km upon receipt of satisfactory evidence of the actual km. travelled to perform the Work.
- (3) The Contractor's monthly payment will be adjusted to allow for a deduction of Seventy Percent (70%) of any difference lesser than Ten percent (10%) **below** the agreed Commencement Date

base price/km upon receipt of satisfactory evidence of the actual km. travelled to perform the Work

Example Fuel Price Adjustment Calculation:

- (1) Verify 1,000km travelled to perform the Work last month.
- (2) Calculate price difference/km above 10% threshold:

Sample Calculation

$$$/km > (\text{base rate} \times 10\%) \times 1,000\text{km driven} \times 70\%$$

Parties agree on base fuel type and cost/km as at commencement date e.g.		fuel cost 6 mo. > start date	fuel adjustment per 1,000km driven	fuel cost 12 mo. > start date	fuel adjustment per 1,000km driven
diesel \$/km	\$1.00	\$1.09	\$0.00	\$1.25	\$105.00
electric \$/km	\$0.80	\$0.90	\$14.00	\$0.95	\$49.00
CNG \$/km	\$1.25	\$1.30	\$0.00	\$1.40	\$17.50

The base price of fuel for the term(s) of the Contract and the fuel price tracking method will be agreed upon on or before the Commencement Date of the Contract.

The Municipality reserves the right to verify any fuel consumption records submitted by the Contractor prior to payment of any fuel price adjustment amounts.

CPI Adjustment

Unit costs will be adjusted annually on the anniversary date of the execution of the Contract. The increase will be equal to 75% of the increase set out in the Consumer Price Index for Canada (all items excluding fuel) as published for the previous 12 month period (i.e. if the CPI increases by 2.0% over the 12 month period between May 1, 2016 and April 30, 2017, the unit prices paid to the Contractor will increase by 1.5% as of May 1, 2017). **Any CPI increases will not apply to fuel costs which are calculated separately under the fuel adjustment clause above.** The Consumer Price Index will be equal to the Consumer Price Index for Ontario excluding gasoline, by Statistics Canada as found on:

http://www.statcan.gc.ca/access_acces/getLatest.action?l=eng&catid=62-001-x

4.6 PERFORMANCE SURETY

The Successful Proponent shall, upon written notice from the Municipality, be required to furnish within seven (7) days, a suitable, in the sole discretion of the Municipality, performance bond, letter of credit or certified cheque for an amount equivalent to Sixty (60) days' of Work performed under the Contract to guarantee the full and due performance of the Work, or portion of the Work contracted and such security will remain valid for the term of the contract. The Municipality may, in its sole discretion and with the agreement of the Contractor, withhold Sixty (60) days payment under the Contract as a suitable performance security.

4.7 INSURANCE REQUIREMENTS

The successful Proponent shall maintain throughout the term of the contract the following liability insurance(s). The Certificate(s) of Insurance must contain an endorsement indicating that the insurer agrees to provide at least thirty (30) days written notice to the Municipality in the event of cancellation, coverage reductions, or any other changes.

COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

General Liability Insurance from an insurer licensed in the province of Ontario, for FIVE (5) Million Dollars (\$5,000,000), per occurrence with an annual aggregate limit of no less than TEN (10) Million Dollars (\$10,000,000), to the Municipality against any liability for property damage or personal injury, negligence including death, which may arise from the Contractor's operations under this Contract.

In addition, the Commercial General Liability shall contain Cross Liability and Severability Clauses, Products & Completed Operations and Standard non-owned automobile coverage including a standard contractual liability endorsement.

The Corporation must be included as an "Additional Insured" on the successful Proponent's relevant documents and must submit copy of same prior to commencement of work.

AUTOMOBILE LIABILITY INSURANCE

Ontario Standard Vehicle Liability Insurance from an insurer licensed in the province of Ontario, (for all licensed vehicles & equipment) for **FIVE (5) Million Dollars (\$5,000,000.00)**, per occurrence for and against claims for bodily injury and/or property damage in respect of motor vehicles both owned or leased vehicles.

4.8 APPENDICES

Proponents may include any additional information regarding their firm and/or services, brochures and case histories that could prove beneficial to the evaluation team in assessing their submission. This must be directly relevant information only.

4.9 CHANGE MANAGEMENT

The Municipality shall be entitled to make changes to the Work in accordance with this Section. If the Municipality requires a change in the Work, the Designated Municipal Official shall notify the Contractor of the change in the Work describing the required change in sufficient detail so as to enable the Contractor to calculate and provide a cost estimate (the "Estimate"), if any, and requiring the Contractor to provide the Municipality with the Estimate within fifteen (15) Working Days of receipt of the Municipality's notification.

As soon as practicable and in any event within fifteen (15) Working Days after having received notification, the Contractor shall deliver the Estimate to the Municipality. The Estimate shall include the opinion of the Contractor on:

- whether relief from compliance with obligations is required during the implementation of the change in the Work;
- any impact on the provision of the Work;
- any amendment which may be required to be made to the Contract Documents as a result of the change in the Work;

-
- any change in Contractor costs that may result from the change in the Work;
 - any loss of revenue that may result from the change in the Work; and
 - any gain in revenue that may result from the change in the Work.

As soon as practicable after the Municipality receives the Estimate, the parties shall discuss and agree to the issues set out in the Estimate, including providing evidence that the Contractor has used best efforts, including (where practicable) the use of competitive quotes to oblige its Sub-Contractors to minimise any increase in costs and maximise any reduction in costs, and demonstrating that any expenditure to be incurred or avoided has been measured in a cost effective manner.

If the Contractor does not intend to use its own resources to implement any change in the Work, it shall source, to the satisfaction of the Municipality, the required resources with the objective of ensuring that it obtains best value for money when procuring any work, services, supplies, materials or equipment required in relation to the change in the Work.

If the parties cannot agree on the contents of the Estimate then the dispute will be determined in accordance with the dispute resolution provisions contained herein.

If the Municipality accepts the Estimate (with or without modification), the relevant change in the Work shall be implemented within sixty (60) Working Days of acceptance of the Estimate by the Municipality, unless the parties agree to a different implementation timeframe, in writing. All changes to the Work and/or the Contract shall be documented in writing.

If the Designated Municipal Official does not confirm in writing the Estimate within ninety (90) Working Days of the contents of the Estimate having been agreed or determined pursuant to the section above, then the Municipality's proposed change shall be deemed to have been withdrawn.

If the Contractor wishes to propose a change in the Work, it must notify the Designated Municipal Official. The Contractor must:

- set out the proposed change in the Work in sufficient detail to enable the Municipality to evaluate it in full;
- specify the Contractor's reasons for proposing the change in the Work;
- request the Municipality to consult with the Contractor with a view to deciding whether to agree to the change in the Work and, if so, what consequential changes the Municipality requires as a result;
- indicate any implications of the change in the Work, including any anticipated change in the costs of providing the Services by the Contractor and any gain or loss in revenue to the Contractor potentially associated with the proposed change;
- indicate, in particular, whether a variation to the Contract Price is proposed (and, if so, provide a detailed cost estimate of such proposed change); and
- identify any timeframe, if applicable, by which a decision by the Municipality is critical, explaining the reasons why.

The Municipality shall evaluate the Contractor's proposed change in the Work in good faith, taking into account all relevant issues, including whether:

- a change in the Contract Price will occur;

-
- the change affects the quality of the Work or the likelihood of successful delivery of the amended Work;
 - the financial strength of the Contractor is sufficient to perform the changes; and
 - the change materially affects the risks or costs to which the Municipality is exposed.

As soon as practicable after being notified of a change proposal, the parties shall meet and discuss the matter referred to in it. During their discussions the Municipality may propose modifications or accept or reject the Contractor's proposal.

If the Municipality accepts the Contractor's change proposal (with or without modification), the relevant change in the Work shall be implemented within sixty (60) Working Days of acceptance of the proposal by the Municipality, unless the parties agree to a different implementation timeframe, in writing. All changes to the Work and/or the Contract shall be documented in writing.

If the Municipality rejects the Contractor's change proposal, the Municipality shall provide reasons in writing for such a rejection.

Unless the Municipality specifically agrees in writing to an increase in the Contract Price, there shall be no increase in the Contract Price as a result of a change in the Work proposed by the Contractor.

4.9.1 CHANGES IN WASTE MANAGEMENT SYSTEM

As new technology is developed or as circumstances and conditions change, the Municipality, without invalidating the Contract, may make changes to the Contract and may alter, add to, or deduct from the work. The Proponent shall proceed with the work as changed, and the work shall be executed under the provisions of the contract. No change shall be undertaken by the Proponent, without written order of the Designated Municipal Official, except in an emergency endangering life or property, and no claims for additional compensation shall be valid unless the change was ordered.

If, in the opinion of the Contract Administrator, such changes affect the cost of conducting operations, the value of the change to the Contract amount and the method of determining such value shall be negotiated and the applicable unit price adjusted.

If the Proponent and the Contract Administrator cannot agree on an adjustment to the lump sum price, the issue will be defaulted to the dispute resolution procedure identified in the Contract with the successful Proponent.

4.9.2 COMPLIANCE WITH LAWS & REGULATIONS

The Contractor shall ascertain and at all times shall provide the Work in accordance with all applicable laws.

For clarity, the Contractor shall be responsible to inform itself and comply with all Regulations governing the performance of the work, which may be amended from time to time.

In addition to acting in compliance with all Applicable laws, the Contractor shall behave in an ethical manner having regard for the condition, well-being, and fair treatment of all persons, places and things.

"Change of Law" includes the coming into effect after the Commencement Date of any legal change, including directive, statute, statutory instrument, regulation or by-law through:

- (i) A draft bill as part of any government departmental consultation paper;
- (ii) A government bill or white paper;

-
- (iii) A draft statutory instrument;
 - (iv) Any applicable judgment of a relevant court of law that may affect the Work; or
 - (v) Any guidance provided from any ministerial authority, circular or best practice note with which the Contractor is legally bound to comply.

If a Change of Law occurs or is about to occur, that has a significant effect on the ability of the Contractor to perform the work or the ability of the municipality to authorize the performance of the work, or significantly alters the scope of work to be performed, then either party may notify the other to express an opinion on its likely effects, providing details of their opinion regarding:

- (i) Any necessary change in the Work;
- (ii) Whether any changes are required to the Terms of the Contract to deal with the Change of Law;
- (iii) Whether relief from compliance with any Contract obligation or term is required prior to or after implementation of any relevant Change of Law;
- (iv) Any loss of income that may result from the relevant Change of Law;
- (v) Any estimated change in the costs of performing the work that directly results from the Change of Law; and
- (vi) Any expenditure that is required or may no longer be required as a result of a Change of Law taking effect during the remaining Contract term.

In each case, full details of any proposed procedure and/or cost for implementing the resulting change in the Work shall be provided confirming to the other party their opinion as to which party should have responsibility for the costs of implementation. Any resulting variation to the Contract Price shall be dealt with in accordance with the Change Management Section below.

4.10 REPRESENTATIONS, WARRANTIES AND CONDITIONS

The Successful Proponent shall represent and warrant that:

- work shall be free of defects in workmanship and materials and that the materials shall perform in accordance with manufacturers specifications;
- all services to be provided by it pursuant to the Contract shall be provided in a professional and worker like manner by personnel appropriately trained in the performance of such services and in substantial conformance with all agreed-upon timelines;
- it has all necessary skills, expertise and financial resources to fully satisfy its obligations under the Contract;
- it does not and shall not have any conflict of interest (actual or potential) with its obligations under the Contract; and
- it shall comply with all laws applicable to the provision of any of the work or any part thereof.

The Submission will include all warranties and guarantees covering materials and workmanship. Any repairs, services or adjustments during the warranty period for this unit will be carried out at the Municipality's location by the successful Proponent at no additional cost to the Municipality. If the unit needs to be returned to supplier for warranty work, it will be at full cost to the successful Proponent. Please include details with-in your response to the Warranty Evaluation Criteria.

4.11 INSPECTION OF WORK

If any work is found to be unsatisfactory by the Municipality deficiencies must be corrected by the contractor at their expense within forty-eight (48) hours of notification unless time for remediation has been specified elsewhere herein or specifically agreed to by the parties.

4.12 CONTRACT MANAGEMENT MEETINGS

The Contractor agrees to participate, at their cost, in contract management meetings a minimum of four times a year or as frequently as shall be deemed necessary by the Municipality.

4.13 VEHICLE AND EQUIPMENT MAINTENANCE

The Contractor is obliged to maintain their vehicles and equipment in good order. Where, in the opinion of the Municipality, conditions are not suitable or safe for the use of certain vehicles or equipment, the Contractor will, upon the written order of the Municipality, carry out the work without the use of such equipment and no allowance will be made to the Contractor as a result of such restriction.

5.0 SUBMISSION FORMS

5.1 PROPOSAL FORM

**FOR THE PROVISION OF:
TRANSFER AND PROCESSING/MARKETING OF RECYCLABLE MATERIAL**

OFFERED AND AGREED BY:

FIRM NAME: _____ CONTACT NAME: _____
 ADDRESS: _____ PHONE NUMBER: _____
 _____ FAX NUMBER: _____
 POSTAL CODE: _____ EMAIL: _____

HEREINAFTER CALLED THE "PROPONENT"

TO: THE MUNICIPALITY

The Proponent, having carefully examined the RFP, including the Standard Terms and Conditions, and all documents relating thereto, does hereby offer in accordance therewith to supply the goods/services, and all components thereof, as required by the Municipality and as outlined in the RFP.

THE PROPONENT HEREBY AGREES:

1. that this submission is subject to the acceptance of the Municipality;
2. that, among other matters, the lowest or any submission will not necessarily be accepted; and
3. to undertake to provide any goods and services in accordance with the RFP.

THE PROPONENT HEREBY DECLARES:

1. the Proponent accepts and agrees to the Standard Terms and Conditions and all other terms and conditions of the RFP in their entirety, without qualification;
2. By signing this submission, I confirm I have read and understood the content and requirements of this Submission document and hereby confirm I am a principal, or have been duly authorized by the principal/board, to sign on behalf of the above named.
3. The Proponent has fully reviewed the information and the Specifications and/or Scope of Work and submits this information in anticipation of the fulfillment of the Specifications and/or Scope of Work at the price quoted;
4. No person, firm or Municipality, other than the Proponent, has any other interest in the submission or in the award for which the Submission is made, This submission is made in accordance with the Municipal Conflict of Interest Act, Ontario;
5. The submitted price, and all other terms are valid for a period of ninety (90) days from the Request for Proposal (RFP) closing date or until a Contract is signed with the Successful Proponent(s), whichever comes first;
6. This submission has been executed by a duly authorized principal signing officer to sign on behalf of the above named firm and the corporate seal has been affixed, where applicable.

ACKNOWLEDGEMENT OF RECEIPT AND ACCEPTANCE OF ADDENDA

ADDENDUM #	DATE RECEIVED
# _____	_____
# _____	_____
# _____	_____

Check here if NO Addenda received

DATED AT _____ THIS _____ DAY OF _____ 2017

WITNESS – PRINT NAME

PROPONENT – PRINT NAME

SIGNATURE OF WITNESS

SIGNATURE OF PROPONENT

5.2 CERTIFICATE OF INDEPENDENT PROPOSAL SUBMISSION

I, the undersigned, in submitting the accompanying proposal or Quotation (hereinafter "proposal") to:

The Township of Perry

(Corporate Name of Recipient of this Submission)

For: _____

(Name and Number of Proposal and Project)

in response to the call or request (hereinafter "call") for proposals made by:

The Township of Perry

(Name of Authority)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ that:

(Corporate Name of Proponent [hereinafter "Proponent"])

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying proposal will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Proponent to sign this Certificate, and to submit the accompanying proposal, on behalf of the Proponent;
4. each person whose signature appears on the accompanying proposal has been authorized by the Proponent to determine the terms of, and to sign, the proposal, on behalf of the Proponent;
5. for the purposes of this Certificate and the accompanying proposal, I understand that the word "competitor" shall include any individual or organization, other than the Proponent, whether or not affiliated with the Proponent, who
 - a. has been requested to submit a proposal in response to this call for proposals;
 - b. could potentially submit a proposal in response to this call for proposals, based on their qualifications, abilities or experience;
6. the Proponent discloses that (check one of the following, as applicable):
 - a. the Proponent has arrived at the accompanying proposal independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b. the Proponent has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for proposals, and the Proponent discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
7. in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. prices;
 - b. methods, factors or formulas used to calculate prices;
 - c. the intention or decision to submit, or not to submit, a proposal; or
 - d. the submission of a proposal which does not meet the specifications of the call for proposals;
 - e. except as specifically disclosed pursuant to paragraph (6)(b) above;
8. in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for proposals relates, except as specifically authorized by the Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
9. the terms of the accompanying proposal have not been, and will not be, knowingly disclosed by the Proponent, directly or indirectly, to any competitor, prior to the date and time of the official proposal opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

(Printed Name and Signature of Authorized Agent of Proponent)

(Position Title) (Date)

5.3 SUB-CONTRACTOR FORM

The Proponent shall list below, the Sub-Contractor which will assist in the completion of the Work.

Proponents are advised that a single contract will be signed for all services awarded with a general contractor and any subcontractors will be subject to the same terms and conditions as the general contractor.

**Work Type to be
Subcontracted**

**Name of
Sub-Contractor**

**Address of
Sub-Contractor**

PROPONENT

SIGNATURE

DATE

5.4 SCHEDULE OF ITEMS & PRICE PROPOSAL FORM

INSTRUCTIONS TO PROPONENTS

Proponents may submit pricing, in a clearly marked separate envelope, for any or all services (1- 3) below provided pricing for all subsections of each service is submitted. Submit unit prices excluding HST.

1.0 FEL Delivery to MRF

Consisting of emptying FEL depot containers, on-truck compacting and hauling of materials from designated sites to a licensed MRF.

NOTE: As part of any proposal submitted for hauling, Proponents shall recommend the number of bins to be supplied and proposed service schedules for each depot. Contractors may propose an alternative method and price of collecting and transporting material in Section 5.5 below.

1.1 FEL Service Price per km. _____ (Mandatory for Section 1. proposal submission)
Driving distance will be within 225km one way.

1.2 Fuel Consumption and Cost Estimate (Mandatory for Section 1. proposal submission)

Estimated annual fuel consumption _____ Litres.

Proponents Price per Litre (Ultra-Low Sulfur Diesel) or other approved fuel _____

NOTE: The base price of fuel for the term(s) of the contract and the fuel price tracking method will be agreed upon on or before the start date of the contract. (See Fuel Adjustments clause above)

1.3 Bin Rental/Purchase

The supply via lease or sale of sufficient numbers of 8 yd³ containers with plastic lids suitable for unsupervised use by adult Municipal residents, to service all the collection requirements of all active depots, including seasonal increases. Proponents shall recommend number of bins to be supplied.

8 yd³ Bin: Unit **Rental Price/Month** excluding HST _____

8 yd³ Bin: Unit **Purchase Price** excluding HST _____

Total number of 8 yd³ bins recommended to service depots _____

2.0 Processing/Marketing Recyclables excluding HST:

2.1 Basic List of Recyclables (See above) Processing/Marketing Price excluding HST:

Fibres: Unit Price/tonne _____

Containers: Unit Price/tonne _____

Single Stream (Comingled) Unit Price/tonne _____

2.2 Revenue Share:

Specify any share of revenue from recyclable materials sold to be credited against the processing price submitted in 2.1 above:

Revenue Share: Percent of total revenue received from marketing recyclables _____ %

Or

Revenue Share: Flat Rate \$/tonne from marketing recyclables \$ _____

Or

Revenue Share: Other (Specify) _____

NOTE: Proposals submitted for processing materials must include a full list of recyclable materials currently accepted at the facility and any exceptions to the basic list in above.

MRF Name and Location _____

3.0 Roll-off Delivery to MRF

Consisting of hauling an estimated 30 x 40yd³ compactor bin trains, (2 bins per haul) from designated sites to a licensed MRF and exchanging an estimated 4 full for empty compactor bins on site monthly.

3.1 Service Price per km. _____ (Mandatory for Section 3. proposal submission)
Driving distance will be within 225km one way.

3.2 Fuel Consumption and Cost Estimate (Mandatory for Section 3. proposal submission)

Estimated annual fuel consumption _____ Litres.

Proponents Price per Litre (Ultra-Low Sulfur Diesel) or other approved fuel _____

NOTE: The base price of fuel for the term(s) of the contract and the fuel price tracking method will be agreed upon on or before the start date of the contract. (See Fuel Adjustments clause above)

5.5 ALTERNATIVE PROPOSALS

The proponent shall use this form to outline any potential alternative systems or procedures that they believe would provide the Municipality with more cost-effective service. All changes from the methods, procedures, service or equipment outlined in the Scope of Work above must be specified in detail.

- All changes to unit costs as a result of this alternative proposal must be clearly specified.
- Any changes that this might have on net costs to the Municipality, or the level of service offered to residents must also be specified clearly (e.g. provision of second or other collection containers, estimate loss or gain in tonnage, estimate loss or gain in revenues, etc.)
- **All price sheets for alternative proposals must be clearly indicated and must be submitted in a separate sealed envelope marked as “Alternative Price”**

5.6 EXCEPTIONS

The Proponent shall list below any/all exceptions to the Scope of Work, or any other provision of this RFP, in sufficient detail to permit a clear understanding of the effects of such exception on the terms, operations and/or service levels proposed.

The proponent shall also provide sufficient detail of the costs of any exceptions listed below to permit a clear understanding of the financial implications to the proponents' proposal.

The exceptions costing information provided shall be so indicated and included in the sealed "**PRICE PROPOSAL**" envelope as provided above.

6.0 SPECIFICATIONS/SPECIAL PROVISIONS

6.1 EQUIPMENT

- 6.1.1** The Contractor shall at all times provide a sufficient number of collection vehicles as determined from time to time by the Designated Municipal Official. The collection vehicles will be properly maintained and equipped so as to provide the level of services specified in this Contract.
- 6.1.2** The collection vehicles must be compatible to service the Municipal programs identified above and have fully enclosed steel bodies of sufficient capacity and strength, capable of loading and/or compacting and mechanically unloading all Recyclable Material, and designed to contain any debris and liquid from the Recyclable Material. The above mentioned bodies shall be mounted on an adequate truck chassis all to the approval of the Designated Municipal Official.
- 6.1.3** In the event of equipment breakdown the Contractor will supply, at its own expense and without any unreasonable delay, sufficient alternative equipment to complete the required Work.
- 6.1.4** The Contractor will not allow or cause any collection vehicles to be loaded beyond the legal limits as specified in the Highway Traffic Act, manufacturer's specifications or in any other regulation. The Contractor will be responsible for all consequences of vehicle overloading.
- 6.1.5** Where in the opinion of the Designated Municipal Official, equipment used by the Contractor is causing or is likely to cause damage to any public or private property, or roadway, a Designated Municipal Official may direct the Contractor to make changes or substitutions for such equipment at the Contractor's own expense.
- 6.1.6** Prior to the Commencement Date, the Contractor will obtain and pay for all permits or license necessary to perform this contract in accordance with all applicable law. The Contractor shall maintain all such licenses and permits throughout the Term of the Contract and shall provide copies to the Designated Municipal Official forthwith upon request.
- 6.1.7** Collection vehicles shall be equipped to protect workers from any pinch point during the packing cycle operation. A Ministry of Labour approved system shall be installed and permanently maintained on all compaction vehicles.
- 6.1.8** The Contractor shall be responsible for maintenance, repair and all other costs of the collection equipment including but not limited to fuel licensing, insurance, washing and storage.
- 6.1.9** All vehicles which co-collect more than one recycling stream shall be designed/constructed to ensure that the recycling streams do not become cross-contaminated by each other.

6.2 SUPERVISION

- 6.2.1** The Contractor will provide skillful and efficient Supervisors and any necessary assistants to supervise the Work, subject to the approval of the Designated Municipal Official, for the duration of this Contract.
- 6.2.2** The Supervisors must thoroughly understand the Contract and be fully experienced in the Work being performed. The Supervisors will represent and be in charge of the operation of the Contract and are authorized to accept any notice, consent, order, decision or other communication on behalf of the Contractor.
- 6.2.3** The Supervisors shall monitor on a daily basis the performance of the Contract and will be responsible to follow up all customer complaints, spills and accidents that occur during the

performance of this Contract.

- 6.2.4** The Contractor shall equip the Supervisors with a cellular phone capable of taking photos, sending and receiving email and having a telephone number valid for calls made within the Municipality so that the Supervisors may be contacted by municipal staff during operating hours.
- 6.2.5** The Contractor shall, upon the written request of a Designated Municipal Official remove any of its front line supervisors or collection staff who in the opinion of the Designated Municipal Official is incompetent or has been conducting themselves improperly, and will forthwith designate another Supervisor or collection staff which is acceptable to the Designated Municipal Official. The Contractor shall not substitute a Supervisor without first notifying the Designated Municipal Official.

6.3 CONTRACTOR'S PERSONNEL

- 6.3.1** The Contractor shall provide a full training program to ensure that its employees are familiar with the Contractor's and Municipality's operations, complaint procedures, Occupational health and safety legislation and policy, WHMIS, hazardous spills response and all traffic laws including municipal By-laws.
- 6.3.2** The Contractor's personnel shall be required to be respectful, courteous and shall perform all of their duties under the Contract in a manner which promotes positive public relations and customer service excellence for the Contractor and the Municipality with the utmost regard for enhancing relations and maintaining the positive public image of the Municipality.
- 6.3.3** The Contractor agrees that neither it, nor any of its agents or employees shall solicit or accept any gratuity for Work done in the performance of this Contract.
- 6.3.4** In the performance of this Contract, the Contractor shall be responsible for and agrees to discipline or discharge any of its employees that breach any of the Terms and Conditions of this Contract, or any law, statute, regulation or By-law while engaged in the performance of this contract.

6.4 CUSTOMER SERVICE

- 6.4.1** The Contractor shall maintain a method to record complaints as well as record a description of corrective action taken. The Contractor shall provide the Municipality with an e-mail address for the purpose of facilitating electronic communication between the Contractor, its Supervisor and the Municipality.
- 6.4.2** The Contractor shall record the name, address, telephone number and nature of all complaints and inquiries that it receives from residents and municipal staff. All complaints will be investigated, and inquiries answered the same day they are received.
- 6.4.3** The Contractor will ensure the following:
 - i)** All containers are returned to the correct location.
 - ii)** Employees are wearing appropriate safety equipment and otherwise observing all applicable Occupational Health and Safety laws.
 - iii)** Collection vehicles are not speeding and are obeying all traffic laws and otherwise being operated in accordance with applicable law.
 - iv)** Claims of damage to containers and property are resolved within two working days.
 - v)** The Designated Municipal Official is informed of all incidents, problems, complaints and corrective actions taken.

When the Contractor observes that the performance of the Work is not being performed in compliance with the Contract Document and applicable law, the Contractor will immediately notify the Designated Municipal Official of the non-compliance and the corrective measures that will be taken to remedy the situation.

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- 6.4.4** A copy of all complaints and inquiries received by the Contractor, along with a description of the corrective action taken, will be delivered to the Designated Municipal Official on a bi-monthly basis.

6.5 REPORTS AND STATISTICS

- 6.5.1** The Contractor shall ensure that detailed records are kept for the Recyclable Material that is collected and disposed including a record of the number of collection vehicles emptied monthly, the weight in metric tonnes of each load, and where the load was disposed.

- 6.5.2** The Contractor will provide the following data reports to the Designated Municipal Official in an electronic format:

- i)** Weigh scale records for all Recyclable Material
- ii)** Monthly invoices for all Recyclable Material processed and a breakdown of individual weights of each material within the co-mingle stream
- iii)** The MRF residual weights disposed of for the previous month
- iv)** Confirmed weight receipt and the Municipality's inventory and shipped loads in the previous month organized by material type and including:
 - Shipping Time and date,
 - Material,
 - Buyer Name,
 - Hauler,
 - Trailer #,
 - Contractor bill of lading,
 - Scale Ticket Number
 - Weight (Tonnes),
 - Confirmation of Weight by End Market (if possible)
 - Market Value
 - Shipping costs
 - Net Revenue

6.6 PILOT PROJECTS

- 6.6.1** The Municipality is committed to minimizing and diverting waste from disposal. To this end the Municipality will continue to explore new methods and technologies for waste diversion, and may from time to time undertake a pilot demonstration project(s).

- 6.6.2** In the event the Municipality implements a pilot project, the Designated Municipal Official may suspend all or a portion of the Work in a specified geographic area without liability to the Contractor.

- 6.6.3** The Designated Municipal Official may or may not require the Contractor to operate the pilot project. Should the Contractor be requested to operate a pilot project, the Designated Municipal Official, through mutual consent with the Contractor, will establish the basis of payment prior to the commencement of the pilot project.

- 6.6.4** The Designated Municipal Official reserves the right to contract or partner with any person, agency or firm, for the purposes of conducting a pilot project.

SCHEDULE A
ESTIMATED TONNAGES

Estimated 2017 Recyclables	Tonnes	Bins
Estimated Annual Tonnage (All Recyclables)	180	60
Estimated Annual Tonnage (Containers)	60	40
Estimated Annual Tonnage (Fibers)	120	20

SCHEDULE B

DEPOT LOCATION AND HOURS OF OPERATION

SITE LOCATION/ADDRESS	Operating Hours May-October	Operating Hours Nov-April
775 Hwy 592 N, Emsdale ON	Wednesday & Thursday Closed Friday – Tuesday 8:00am – 4:00pm	Monday 8am-12pm Tuesday 12pm-4pm Wednesday Closed Thursday Closed Friday 12pm-4pm Saturday & Sunday 8am-4pm