



Tay Valley Township

REQUEST FOR PROPOSAL

WASTE AND RECYCLING HAULAGE AND RECYCLING PROCESSING

CONTRACT #2018-PW-015

RFP'S RECEIVED BY:

The Corporation of Tay Valley Township
217 Harper Road
Perth, Ontario K7H 3C6

Attention: Amanda Mabo, Clerk

Telephone: 613-267-5353 ext. 130

Toll Free: 1-800-810-0161

Fax: 613-264-8516

E-mail: clerk@tayvalleytwp.ca

Website: www.tayvalleytwp.ca

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PART "A" – INFORMATION TO BIDDERS

1. Proposal Timing

The schedule for the proposal anticipates the following milestones:

- Request for Proposal issued: September 13th, 2018
- Last day for Questions: October 8th, 2018
- Last Day for Addenda: October 9th, 2018
- RFP Submission (proposals due): October 11th 2018, at 1:00 p.m.
- Select Company and Award Contract: No later than December 18th, 2018

2. RFP Closing

Submissions, sealed in an envelope, clearly marked with the return address label (Form 1, attached), will be received by the undersigned or his/her designated representative, at the Municipal Office, 217 Harper Road, Perth, Ontario, until **1:00 p.m.**, local time, as determined by the clock located on the computer in the reception area of the Municipal Office, on **Thursday, October 11th, 2018.**

Submissions received after closing time will not be considered.

The Corporation of Tay Valley Township
217 Harper Road,
Perth, Ontario K7H 3C6

Attention: Amanda Mabo, Clerk

Telephone: 613-267-5353 ext. 130
Toll Free: 1-800-810-0161
Fax: 613-264-8516
E-mail: clerk@tayvalleytwp.ca

3. RFP Submission

One copy of the **completed Declaration**, Appendix "A", shall be submitted. The Declaration must be properly signed and witnessed, or signed, witnessed and sealed if the bidder is a Corporation. RFP's must be submitted, using the RFP Label – Form 1 (to be affixed on your RFP Envelope).

The RFP must be legible, written in ink or typewritten. RFP's which are incomplete, conditional or obscure or which contain erasures or alterations not properly initialed, or irregularities of any kind, may be rejected. Submissions must not be restricted by a statement added to the Corporation of Tay Valley Township's ("the Township's") documents or by a covering letter, or by alterations to the documents supplied.

Submissions received by fax or email will not be accepted.

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4. Proposal Validity

Proposals shall remain valid and open for acceptance by the Township for a period of ninety (90) calendar days, following the closing date for receipt of Proposals.

5. Clarification of Documents

Any clarification of the Township's documents required by the Bidder, prior to submission, shall be directed to the Clerk. Any such clarifications so given shall not, in any way, alter the Township's documents and the Bidder and the Township agree that in no case shall oral arrangements be considered.

No officer, agent or employee of the Township is authorized to alter, orally, any portion of these documents. During the period prior to submissions, alterations will be issued to Bidders as written Addenda. In the submission, the Bidder shall list all Addenda that were issued and considered in the submission.

All questions shall be directed, in writing (by email) to the Clerk.

All questions/discrepancies identified must be sent to the Township at least three (3) business days prior to the submission due date.

Copies of all questions and answers and any addenda will be posted on the website no later than two (2) business days prior to the submission due date.

6. Contract Documents and Order of Precedence

The Contract documents shall consist of all the pages of the RFP documents, issued by the Township, and the Bidders submission. Do not remove any pages from the Township's Form.

These documents, and portions thereof, take precedence in the order in which they are named, notwithstanding the chronological order in which they are issued or executed.

The intent of the Contract is that the Company shall supply equipment and materials or services complete and suitable for the Township' intended use.

7. Addenda

Bidders may be advised of addenda, of required additions, deletions or alternations in the requirements of the Request for Proposal documents. All such changes shall become an integral part of the RFP documents and shall be allowed for in arriving at the total submission price.

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8. Harmonized Sales Tax

Harmonized Sales Tax (H.S.T.), or any other applicable taxes, will be paid in addition to the total price submission.

The quoted prices must clearly show the H.S.T. as a separate item from the total price submission.

9. Performance Security

The Contractor shall provide with the submission a letter from a Canadian Chartered Bank or a Bonding company that they will provide an irrevocable Letter of Credit for 10 percent (10%) of the sum of the first twelve (12) monthly payments or a certified check in that amount.

10. Health and Safety

The Bidder assumes full responsibility for conforming to all legislation regarding the safety of his/her employees and the public on this Contract and all notices required to comply with the legislation.

Accordingly, the Bidder shall:

- a) Provide a copy of your Company's Health and Safety Policy, dated not later than **2018**, to be submitted with the RFP.
- b) **Provide a copy of the applicable WSIB Certificate of Clearance** or equivalent (if the Company is from outside Ontario), ensuring that all employees are fully covered by WSIB and its regulations, to be submitted with the RFP.

11. Accessibility

The Bidder shall provide a declaration with the RFP that they are compliant with the Accessibility for Ontarians with Disabilities Act and its Regulations. An example of a declaration is attached in Appendix "E".

12. Bidder's Checklist

To assist Bidders with completing a response to this RFP, a RFP Checklist is included in Appendix "C".

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13. Withdrawal

A Submission may be withdrawn at any time prior to the closing date and time at the Bidder's discretion. Withdrawal notification must be in written form, signed, and must be submitted to the Clerk. No Facsimile, telephone calls or emails will be accepted. After the official closing date and time, all Submissions received shall be irrevocable.

14. Public Opening

All submissions will be opened at the Municipal Office, 217 Harper Road, Perth, Ontario, on the same day and time as the closing date.

15. RFP Results

The names of the Bidders will only be made available at the RFP Opening. After the RFP Opening, requests may be submitted to The Corporation of Tay Valley Township for the results and only the names of the Bidders, as read out at the RFP Opening, will be given in the reply. Bid results will be posted on Tay Valley Township's Website at www.tayvalleytwp.ca within 48 business hours of the RFP opening.

16. Submission Acceptance

It shall be the policy of the Township that in any procurement of goods, services, facilities or construction invitations to submit a proposal to the Township, the Township reserves the right to reject an offer to supply goods and/or services or RFP's presented in response to the Township's procurement processes where the Township determines, in its sole and unfettered discretion, that the entity making the offer has performed poorly on any Township contract during the previous five-year period. Township Council may remove a Bidder's name from consideration for a contract under this Policy, for a period of up to five (5) years, on the basis of documented poor performance or non-performance on a Township Contract.

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

The Township reserve the right to award by item, or part thereof, groups of items, or parts thereof or all items of the Submission, and to award Contracts to one or more Bidders submitting identical prices, to accept or reject any Submission in whole or in part, to waive irregularities or omissions. If in so doing, the best interests of the Township will be served, no liability shall accrue to the Township for their decision in this regard.

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The acceptance of any Submission is subject to appropriate funding acceptable to the Township.

The lowest, or any RFP, is not necessarily accepted.

The placing in the mail or delivery of a notice of award to the Bidder address, given in the Submission, shall constitute notice of acceptance of the Contract.

17. Insurance

Commercial General Liability Insurance

The Company shall, at their expense obtain and keep in force during the term of the Contract, Commercial General Liability Insurance satisfactory to the Township. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario and include but not be limited to the following:

- a) Third party Bodily Injury, Personal Injury and Property Damage, to an inclusive limit of not less than \$5,000,000 per occurrence with an aggregate of not less than \$5,000,000.
- b) The Township shall be added as an additional insured with respect to the operations of the Named Insured.
- c) The policy shall contain a provision for cross liability and a severability of interest clause.
- d) Non-owned Automobile Coverage for a limit of not less than \$5,000,000 including contractual non-owned coverage.
- e) Products and completed operations coverage.
- f) Contingent Employer's Liability.
- g) Broad Form Property Damage.
- h) The policy shall contain a provision for contractual liability – oral and written.
- i) Owner's and Contractor's Protective.
- j) The policy shall provide the Township with 30 days' notice of cancellation or nonrenewal.

Professional Liability Insurance

The Company shall take out and keep in force Professional Liability insurance in the amount of \$5,000,000 providing coverage for acts, errors and omissions arising from their professional services performed under this Agreement. The policy SIR/deductible shall not exceed \$100,000.00 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario and acceptable to the Township. The policy shall be renewed for 3 years after contract termination. A certificate of insurance evidencing renewal is to be provided each and every year. If the policy is to be cancelled or non-renewed for any reason, 90 day notice to the said cancellation or non-renewal must be provided to

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the Township. The Township has the right to request that an Extended Reporting Endorsement be purchased by the Company at the Company's sole expense.

Professional Liability Coverage

The Company's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the Township.

Pollution Liability Insurance

Pollution Liability Insurance shall be in the joint names of the Contractor and Tay Valley Township with limits of no less than \$5 million per occurrence, an aggregate of not less than \$5 million in any policy year, and a deductible not to exceed \$5,000, such insurance to be maintained from the date of commencement of the Work until one year from the date of Substantial Performance of the Work. Such insurance shall contain no exclusion of any kind relating to asbestos or asbestos-related operations in conjunction with the Work.

Automobile Liability Insurance

Automobile liability insurance in respect of licensed vehicles shall limits of not less than \$2,000,000.00 inclusive per occurrence for bodily injury, death and damage to property, covering all licensed vehicles owned or leased by the Contractor, and endorsed to provide Tay Valley Township with not less than 30 days' notice, in writing, in advance of any cancellation, change or amendment restricting coverage.

Contractors' Equipment Insurance

"All risks" contractors' equipment insurance covering construction machinery and equipment used by the Contractor for the performance of the Work, excluding boiler insurance, shall be in a form acceptable to the Owner and shall not allow subrogation claims by the insurer against Tay Valley Township. The policies shall be endorsed to provide Tay Valley Township with not less than 30 days' notice, in writing, in advance of cancellation, change or amendment restricting coverage. Subject to satisfactory proof of financial capability by the Contractor for self-insurance of his equipment, Tay Valley Township agrees to waive the equipment insurance requirement.

Certificate of Insurance

The Company shall provide a Certificate of Insurance evidencing coverage in force at least 10 days prior to Contract commencement.

The Company remains responsible for maintaining the required insurance even if the certificates are never exchanged and/or requested.

18. Indemnification

The Company acknowledges that he/she is an independent Company and shall, defend, indemnify, protect and save harmless The Corporation of Tay Valley Township, its officers, members of municipal council, its agents and employees from

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any and against all damages, liabilities, claims, expenses, demands, loss, costs (including legal costs), actions, legal costs, suits or other proceedings by whomsoever made, directly or indirectly arising out of the Contract attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service and caused by any acts or omissions of the Company, its officers, agents, servants, employees, customers, invitees or licensees, or occurring in or on the premises or third party premises as a result of activities of whatsoever nature arising out of the furnishing by the Company, its agents or employees of the materials and/or performing of the services covered by this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Supplier in accordance with this Contract, and shall survive this Contract.

19. Failure to Enter into an Agreement

In addition to all of the Township's other remedies, if a selected Bidder fails to execute the accepted agreement or satisfy any other applicable conditions within ten (10) days of notice of selection, the Township may, in their sole and absolute discretion and without incurring any liability, approve an extension (*should agreement changes be requested*), rescind the selection of that Bidder and proceed with the selection of another Bidder.

20. Assignment

The Company shall not assign the Contract, or any portion thereof, without the prior consent of the Township.

If the Township agrees to the assignment of the Contract, all Assignment Agreements will be prepared, at the sole cost of the Company, and under no circumstances will the Township be responsible for these costs.

21. Laws and Regulations

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

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

22. Warranty

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The Company shall correct at their own expense, any defects in the service. Further, the Company shall provide a name, cellphone number and email address of the assigned personnel that will affect this warranty.

23. Default by Company

If the Company commits any act of bankruptcy or if a receiver is appointed on account of its insolvency or in respect of any of its property or if the Company makes a general assignment for the benefit of its creditor, then, in any such case, the Township may, without notice, terminate the Contract.

If the Company fails to comply with any request, instruction or order of the Township or fails to pay its accounts or fails to comply with or persistently disregard statutes, regulations, by-laws or directives or relevant authorities relating to the work or fails to prosecute the work with skill and diligence or assigns or sublets the Contract without the Township written consent or refuses to correct defective work or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the Contract, then, in any such case, the Township may, upon expiration of ten (10) days from the date of written notice to the Company, terminate the Contract.

Any termination of the Contract by the Township, as aforesaid, shall be without prejudice to any other rights or remedies the Township may have.

If the Township terminates the Contract, they are entitled to:

- Take possession of all of the work in progress and finish the work by whatever means the Township may deem appropriate under the circumstances.
- Withhold any further payments to the Company until its liability to the Township can be ascertained.
- Recover from the Company loss, damage and expense incurred by the Township by reason of the Company's default (which may be deducted from any monies due or becoming due to the Company, any balance to be paid by the Company to the Township).

24. Contract Cancellation

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

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

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25. Responsibility

The Township shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Company prior to, subsequent to, or by reason of the acceptance or the non-acceptance of an RFP save as provided in the Contract. The Township reserves the right to reject any or all RFP's and to waive formalities as the interest of the Township may require without stating reasons, therefore, and the lowest or any RFP will not necessarily be accepted.

26. Payments

The Company shall invoice the Township monthly, for services and materials provided. The Township shall pay said invoice within thirty (30) days of receipt of the invoice.

The Township shall have the right to withhold, any sum otherwise payable to the Company, such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of the same.

Invoices shall contain a breakdown of names of employees, sub-contractor hours and rates, hours of work, position, and expenses. The Company shall provide a financial report with each invoice which shall include the following headings: budget (billings), fees (previous billings), expenses, total contract billing approved amount and percent complete.

27. Disbursements

All reasonable and proper expenses incurred by the Company shall be reimbursed without any allowance for overhead and/or profit.

The following costs shall not be reimbursed:

- communication expenses including facsimile, local phone and cellular charges
- standard PC or computer aided design and drafting equipment (excludes specialized equipment or software as identified in the Company's proposal)

28. Municipal Freedom of Information and Protection of Privacy Act

Any personal information collected by or on behalf of the Township under this Request for Proposal is subject to the *Municipal Freedom of Information and Protection of Privacy Act*. The information provided to the Township may be used to confirm certain information provided in the submissions for this project. The person submitting this Proposal consents to such collection and use of the information. The person submitting this Proposal acknowledges the Proposal is a public document and that the

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information contained in the Proposal may become public and consents to the release of that information. By responding to this Request for Proposal, respondents waive any challenge to the Township decision in this regard. Any questions regarding the collection, use, or disclosure of the information should be directed to the Clerk.

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PART "B" – PROJECT INFORMATION

1. Project Overview

The Township is requesting proposals from qualified Contractors who would be prepared to manage the hauling and processing of Blue Box recyclables, household waste, scrap metal and construction and demolition materials from three (3) depots operating within the Township.

The three depots are as follows:

- Glen Tay Waste Site, located at 156 Muttons Road, Perth, K7H 3C6
- Maberly Waste Site, located at 582 Zealand Road, Maberly, K0H 2B0
- Stanleyville Waste Site, located at 1200 Stanleyville Road, Stanleyville, K7H 3C5

The submission shall clearly define the proposed services to the Township and the location(s) where the recycled materials, scrap metal and construction materials will be taken during the course of this Contract.

2. Current Procedures

The current procedures at each site are as follows:

Waste Transfer

- Two 30 yard waste compactor bins are transferred from the Maberly and Stanleyville Sites to the Glen Tay Site on a weekly basis during summer hours and bi-weekly during winter hours. The bins are emptied on the active face, as directed by the Contractor who has been retained by the Township to complete the weekly cover duties.
- One 30 yard waste compactor bin is transferred at the Glen Tay Site by moving it to the active face of the landfill on a weekly basis;
- The Township pays the trucking costs per trip and all three bins are owned by the Township.
- Waste is currently being transferred on Thursday's of each week to coordinate with the Contractor who is onsite to cover the waste the same day.
- Two additional 40 yard waste containers are provided at the Glen Tay site for overflow and are emptied on a weekly basis. Bins to be supplied by Contractor.

Glass Transfer

- Containers are provided for recycled glass at all three of the sites and transferred from the Maberly and Stanleyville Sites to the Glen Tay Site. This is generally twice a year. Glass is currently being crushed on site and used for cover material at the landfill site.
- The Township currently pays the costs for container rentals per month and trucking costs per trip.

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PART "B" – PROJECT INFORMATION

Construction and Demolition

- Two 40 yard containers are provided and emptied at the Glen Tay Site. A third 30 yard container is provided during summer hours each year.
- The Township pays the costs for container rental per month and trucking cost per trip. The dumping fees are paid per metric tonne.
- The containers are currently being emptied on a weekly basis.

Scrap Metal

- One 40 yard container is provided for each of the waste sites (three in total).
- The Township pays the costs for container rental per month and trucking cost per trip, and the revenues from the scrap metal are split 60/40, where 60% of the revenues go to the Township and 40% is kept by the Contractor. Receipts are required to show proof of revenue.
- The containers are currently being emptied on a monthly basis for Maberly and Stanleyville and a weekly basis for Glen Tay.

Recyclable Materials

- Maberly Waste Site:
 - One 8 yard container for mixed metal can recyclables;
 - Two 8 yard containers for fibre recyclables;
 - Two 8 yard containers for plastic recyclables;
 - One 8 yard container for paper recyclables.
- Stanleyville Waste Site:
 - Two 8 yard containers for mixed metal can recyclables;
 - Two 8 yard containers for fibre recyclables;
 - Two 8 yard containers for plastic recyclables;
 - Two 8 yard container for paper recyclables.
- Glen Tay Waste Site:
 - Four 8 yard container for mixed metal can recyclables;
 - Six 8 yard containers for fibre recyclables;
 - Four 8 yard containers for plastic recyclables;
 - Four 8 yard containers for paper recyclables.
- The Township pays the costs for container rentals per month and trucking costs per trip, and revenues from the recyclables are split 60/40, where 60% of the revenues go to the Contractor and 40% is kept by the Township. Receipts are required to show proof of revenue. The paper and mixed metal can containers are currently being emptied on a weekly basis. Plastic and fibres are twice a week at all sites.

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PART "B" – PROJECT INFORMATION

The Bidder may propose to modify the processes noted above by adding additional services or removing existing services (i.e. two streams versus four stream recycling). The Township will entertain proposals that provide cost-savings, increased revenue and improved services to the residents of Tay Valley Township.

3. Background Information

The table below notes the amount of combined metric tonnes received at the landfill sites from 2015 through 2017.

Type	2017	2016	2015
OCC/OBB	85.30	82.33	81.09
Mixed Papers and Fibre	94.88	100.43	103.73
Steel (Cans/Containers)	29.41	25.75	25.21
Plastic (#3 through #7)	61.12	59.46	53.70
Construction and Demolition	348.79	355.81	239.64
Scrap Metal	118.32	125.15	156.48

4. Projected Tonnage and Costs/Revenues

It is understood that the total tonnage and the associated costs/revenue of recycling, scrap metal and construction and demolition will change from day to day. For the purpose of this proposal, please use the estimated tonnage values below to develop the estimated monthly and yearly costs to provide your proposed services submitted as part of your proposal. Furthermore, please provide the estimated costs and revenues for the below noted recyclables using the current market value. It is understood that these prices will fluctuate during the course of this Contract.

Type	Estimated Tonnage per Year
OCC/OBB	87.0
Mixed Papers and Fibre	90.0
Steel (Cans/Containers)	31.0

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PART "B" – PROJECT INFORMATION

Type	Estimated Tonnage per Year
Plastic (#3 through #7)	63.0
Construction and Demolition	350.0
Scrap Metal	100.0

5. Contract Timing

The goal is to have the selected Company to begin work at the sites on January 1, 2019. The Contract shall be in place for three years with the option to extend for two additional one year periods for a total of two additional years. The Contract will be reviewed annually during the month of October and any additional cost will be reviewed at this time relevant to scope of work and fuel costs.

6. Project Management

The Company is expected to actively manage the project and is responsible to ensure the project is completed in accordance with the Agreement in a timely manner. Any costs incurred related to project management must be specifically identified and distributed across the various tasks in the project. A summary of the activities to be undertaken in this task is, but not limited to, the following:

- Coordinating the work of the Company and any Sub-Contractor;
- Prepare, and submit together, invoices, progress reports and monthly status reports to the Township's satisfaction.

7. Contractor's Equipment

The Company shall provide a list of their equipment that they will utilize during the duration of this contract to complete the work outlined in this RFP and in their Proposal submittal. The year, make and model shall be provided for each piece of equipment.

8. Applicable Acts, Standards and Guidelines

The Company shall be familiar with the following Acts, Standards and Guidelines:

- MOECC regulations
- Waste Diversion Transition Act, 2016
- The Blue Box Program Plan
- General Waste Management Reg. 347
- Hazardous Waste Management

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PART "B" – PROJECT INFORMATION

- Environmental Protection Act
- Other applicable acts, standards and guidelines, as required.

9. Project Reporting

Sean Ervin, C.E.T., Public Works Technologist, will be the key contact person for this project, once the Contract has been awarded:

Mailing Address: 217 Harper Road
Perth, Ontario K7H 3C6
Telephone: (613) 267-5353 ext. 127
Email: technologist@tayvalleytwp.ca

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PART "C" – PROPOSAL EVALUATION

1. Submission Instructions

This RFP is to be divided into two components - Proposal and Financial.

The Bidder shall submit, in one sealed package, two (2) hard copies of each component in separate documents. The submissions shall also include one electronic copy, in PDF format, of both components saved as separate files.

Bidders are required to prepare their submission as follows:

Component 1 – Proposal

Shall be a response to Part “B” – Project Information including any appendices, a cover letter and a table of contents. The proposal shall not exceed eight (8) single-sided letter size pages in a minimum 12-point font including spreadsheets, which can be submitted in 11 x 17 format and shall count as one (1) page. Appendices such as detailed résumés and level of effort tables (excluding prices) may also be included and do not count towards the maximum number of pages. Component 1 shall also include the following as appendices:

1. Appendix “A” – Declaration
2. Appendix “C” – Bidders Checklist
3. Appendix “E” – AODA Declaration
4. Health and Safety Policy – 2018
5. WSIB Clearance

Component 2 – Financial

Shall be the Bidder’s Financial Offer and should correspond with the Bidder’s proposal, and a breakdown of anticipated costs and revenues per each month. This section shall contain the monthly breakdowns (January to December) and the following:

1. Appendix “B” – Financial Offer

It is requested that pricing information not be included within Component 1 of the submission.

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PART "C" – PROPOSAL EVALUATION

2. Evaluation and Selection Methodology

Proposals will be evaluated in accordance with the steps identified below. Bidders are required to address each requirement in sufficient depth in their submission to permit a full evaluation of their Proposal. The onus is on the Bidder to demonstrate that it meets the requirements specified in this RFP.

The Township will evaluate the submission solely on the documentation provided as part of the Proposal. References in the submission to additional information not submitted as part of the Proposal, such as a website address where additional information can be found, will not be considered in the evaluation of the Proposal.

Assessment of the Proposal submissions will commence after the RFP closing date.

3. Conduct of Evaluation

In conducting its evaluation of Proposals, the Township may, but will not be obligated to do the following:

- Seek clarification or verification from the Bidder regarding any or all information provided by them with respect to this RFP;
- Contact any or all references supplied by the Bidder to verify and validate any information provided by them;
- Request specific information with respect to the Bidder's legal status;
- Conduct a survey of the Bidder's financial capabilities to determine if they are adequate to meet the requirements of this RFP.

Bidders will be given a specific number of days by the Township to comply with any request related to any of the above items. Failure to comply with the request may result in the Proposal being declared non-responsive.

4. Evaluation Team and Process

An evaluation team comprised of Township staff will review all Proposals received and score the Proposals using a consensus approach in relation to the requirements and points that are identified herein. The Township reserves the right to engage professional external or subject matter experts to assist with the evaluation process.

By submitting a Proposal, the Bidder agrees to be bound by the process set out in this RFP regarding the evaluation of Proposals.

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PART "C" – PROPOSAL EVALUATION

Step	Evaluation Stage Description	Weighting
1	Evaluation against Rated Requirements	70
2	Evaluation of Financial Offers	30
	Total Points Available	100

The following must be provided in the Proposal for Consideration:

Completed Declaration (Appendix "A")	Pass/Fail
Health and Safety Policy (Part "A" - # 20)	Pass/Fail
WSIB Certificate of Clearance (Part "A" - # 20)	Pass/Fail
Accessibility Declaration (Part "A" - # 21)	Pass/Fail
Financial Offer Appendix "B"	Pass/Fail

Step 1 – Evaluation Against Rated Requirements (70 points)

Proposals will be evaluated and scored in accordance with the rated requirements of this RFP and the following Scoring Guide:

Detailed Work Plan Evaluation	Point Allocation
Company's Qualifications and Experience on Similar Assignments.	15
Project Understanding and Approach	20
Work Plan and Methodology	35
TOTAL:	70

Bidders are required to achieve a minimum of 49.0 (70%) on the overall rated requirements. Failure to achieve the minimum score will render a Proposal non-responsive and will be given no further consideration.

Step 2 – Evaluation of Financial Proposals (30 points)

Only Proposals meeting all the requirements detailed in Step 1 will be considered at this point.

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PART "C" – PROPOSAL EVALUATION

Proposals will be evaluated for the "Proposal Fee" portion based on the following:

The lowest fee proposed shall be awarded the full amount of points available for the fee portion of the evaluation (30). All higher fees proposed shall be awarded points, rounded to the closest full point for the portion of the evaluation by the following:

$$\text{Awarded Price Points} = \left(\frac{\text{Lowest Proposal}}{\text{Evaluated Proposal}} \right) \times \text{MAX POINTS (30)}$$

For example: if the low fee is \$100,000, 2nd low fee is \$120,000 and 3rd low fee is \$200,000 their respective scoring would be as follows:

- a) The Bidder with the low fee of \$100,000 would be awarded 30 Points.
- b) The Bidder with the 2nd low fee of \$120,000 would be awarded points as follows:

$$\begin{aligned} \text{Awarded Price Points} &= \left(\frac{\text{Lowest Proposal}}{\text{Evaluated Proposal}} \right) \times \text{MAX POINTS (30)} \\ &= \left(\frac{\$100,000}{\$120,000} \right) \times 30 \\ &= 25 \end{aligned}$$

- c) The Bidder with the 3rd low fee of \$200,000 would be awarded points as follows:

$$\begin{aligned} \text{Awarded Price Points} &= \left(\frac{\text{Lowest Proposal}}{\text{Evaluated Proposal}} \right) \times \text{MAX POINTS (30)} \\ &= \left(\frac{\$100,000}{\$200,000} \right) \times 30 \\ &= 15 \end{aligned}$$

- d) This formula would be applied to the balance of proposals received.

Step 3 – Due Diligence

The Township, at its sole discretion, may conduct a due diligence phase to review the certainty, reasonableness and comprehensiveness of a Proposal. The Township may seek clarification of any of the elements contained in the Proposal and contact the project references in order to confirm the information provided. Bidders are expected to cooperate in providing clarification on any of the components of their Proposal. Proposals that fail to satisfy the due diligence phase shall not be given any further consideration.

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PART "C" – PROPOSAL EVALUATION

Bidders may be required, and shall diligently do so if requested by the Township, to furnish supplemental information concerning their Proposals. Generally, diligently shall mean within 48 hours of such notice given by the Township.

Step 4 – Selection of Successful Bidder

The evaluation team intends to recommend Proposals for authorization on the basis of “best value” to the Township, as determined by Proposals having met and passed all the preceding steps, meaning:

- Achieves an overall evaluation score which meets or exceeds the Rated Requirements threshold, as outlined in Step 1;
- Have passed the Financial Offer evaluation, as outlined in Step 2;
- Scored the highest awarded points after adding the points awarded in Step 1 to the points awarded in Step 2 and,
- Have passed the Due Diligence evaluation, as outlined in Step 3.

Step 5 – Award

Following the selection of a Successful Company, authorization of the Contract will be made in accordance with the provisions of the Township’s Procurement Policy.

Step 6 – Debriefing

Bidders are entitled to request a debriefing from the Township of how their submission was evaluated. Debriefing sessions will be scheduled by the Project Manager following Step 5 of the evaluation process. Debriefing sessions shall be conducted for the sole purpose of providing constructive and instructive feedback to a Bidder. A debriefing session will only involve a review of how the Township considered and evaluated a particular Bidder’s Proposal and will not include disclosure of any aspects of the Township evaluation of other Proposals received from other Bidders.

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APPENDIX "A" – DECLARATION

1. I, _____, of _____,
DECLARE that no person, firm or Corporation, other than the one whose signature or the signature of whose proper officers and seal is or are attached below, has any interest in this submission or in the Contract proposed to be taken.
2. **I FURTHER DECLARE** that this proposal is made without any connections, knowledge, comparison of figures or arrangement with any other company, firm or person making a submission for the same project and is in all respects fair and without collusion or fraud.
3. **I FURTHER DECLARE** that no member of the Township Council, or any Officer of The Corporation of Tay Valley Township is or will become interested, directly or indirectly, as a contracting party or otherwise, in the performance of the Contract, or in the supplies, work or business to which it relates or any portion of the profits thereof, or any such supplies to be used therein or in any of the monies to be derived therefrom.
4. **I FURTHER DECLARE** that several matters stated in the said proposal are in all respects true.
5. **I FURTHER DECLARE** that I have carefully examined the Request for Proposal document, and hereby acknowledge the same to be part and parcel of any contract to be let for the project therein described or defined and do all the work and to provide the services for the prices stated.
6. **I FURTHER DECLARE** that I have a clear understanding of all the work involved in this contract.
7. **I FURTHER DECLARE** that this offer is to continue open to acceptance until the formal contract is executed by the successful Company for the said project OR for a period of sixty (60) days after the closing date, whichever first occurs and that the Township may, at any time, within that period, without notice, accept this Submission whether any other Submission has been previously accepted.
8. **I FURTHER DECLARE** that the awarding of the contract based on this Request for Proposal by the Township shall be an acceptance of this Proposal.
9. **I FURTHER DECLARE** that in the event of default or failure on our part, that the Township shall be at liberty to advertise for new Requests for Proposals, or to carry out the works in any other way they deem best, and I also agree to pay to the said Township the difference between this Request for Proposal and any greater sum which the said Township may expend or incur by reason of such default or failure or by reason of such action as aforesaid, on their part, including the cost of any advertisement for new Request for Proposals; and to indemnify and save harmless the said Township and their officers from all loss, damage, cost charges and expenses which they may suffer or be put to by reason of any such default or failure on our part.
10. **I FURTHER DECLARE that** Addendum/Addenda No. _____, inclusive, has/have been received, and that all changes specified in the Addendum/Addenda have been included in the prices submitted.

Witness

Signature

Date

Name of Company

E-mail Address

Address

Name of Signing Authority for
Contract (Please print)

Telephone

Witness not required if signed and sealed.

**THE CORPORATION OF TAY VALLEY TOWNSHIP
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APPENDIX “B” – FINANCIAL OFFER

The Bidder offers to provide the services noted within this Proposal package and identified tasks, and as further detailed in the Company’s proposal, to the acceptance of the Township for the following Estimated Price.

Year	Estimated Total Price (Less H.S.T.)
2019	
2020	
2021	
TOTAL PROPOSAL PRICE	

In addition to this summary, the Bidder is required to provide a detailed price breakdown by major tasks with the proposal. The breakdown should include the specific activities planned, such as costs of bin rentals, trucking costs, timing of bin emptying and associated level of effort.

**THE CORPORATION OF TAY VALLEY TOWNSHIP
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APPENDIX “C” – BIDDERS CHECKLIST

To be submitted as part of the RFP.

1. Completed Declaration (Appendix “A”)
2. Performance Security – Part “A” (#9)
3. 2018 Health and Safety Policy – Part “A” (#10)
4. WSIB Certificate of Clearance – Part “A” (#10)
5. Accessibility Declaration – Part “A” (#10/Appendix “E”)
6. Warranty Contact Information – Part “A” (#22)

To be submitted upon contract award.

7. Insurance Requirements – Part “A” (#17)

**THE CORPORATION OF TAY VALLEY TOWNSHIP
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APPENDIX "D" – RFP LABEL

To help identify your RFP, please cut out the label below and affix this label to the outside of your RFP Envelope:

THE CORPORATION OF TAY VALLEY TOWNSHIP REQUEST FOR PROPOSAL WASTE AND RECYCLING HAULAGE AND RECYCLING PROCESSING	
The Corporation of Tay Valley Township 217 Harper Road, Perth, Ontario K7H 3C6	
Attention:	Amanda Mabo, Clerk
Telephone:	613-267-5353 ext. 130
Toll Free:	1-800-810-0161
Fax:	613-264-8516
E-mail:	clerk@tayvalleytwp.ca
CONTRACT NUMBER:	CLOSING TIME/DATE:
2018-PW-015	1:00 PM October 11th, 2018
YOUR COMPANY'S NAME AND ADDRESS:	



Use the above label for your envelope when you submit your RFP Document.

**THE CORPORATION OF TAY VALLEY TOWNSHIP
REQUEST FOR PROPOSAL
WASTE AND RECYCLING HAULAGE AND RECYCLING PROCESSING**

APPENDIX “E”

[COMPANY LETTERHEAD]

To: The Corporation of Tay Valley Township

From: [Company Name]

[DATE]

[CONTRACT NUMBER, CONTRACT TITLE]

Re: Declaration of Compliance – Accessibility of Ontarians with Disabilities Act
(AODA)

Please accept this letter as confirmation [COMPANY NAME] is in compliance
with the Accessibility of Ontarians with Disabilities Act and its regulations

[SIGNATURE]

[NAME]

[POSITION]

[CONTACT INFORMATION]

[COMPANY]