



Tay Valley Township

## REQUEST FOR PROPOSAL

### WASTE MANAGEMENT MASTER PLANS CONTRACT #2021-WM-001

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](mailto:clerk@tayvalleytwp.ca)  
Website: [www.tayvalleytwp.ca](http://www.tayvalleytwp.ca)

**THE CORPORATIONS OF THE TOWNSHIP OF LANARK HIGHLANDS  
AND TAY VALLEY TOWNSHIP  
REQUEST FOR PROPOSAL  
WASTE MANAGEMENT MASTER PLANS  
CONTRACT #2021-WS-001**

**PART "A" – INFORMATION TO BIDDERS**

**1. Proposal Timing**

The schedule for the Proposal anticipates the following milestones:

- Last Day for Questions: August 23, 2021, at 4:30 p.m.
- Last Day for Addenda: August 24, 2021, at 1:00 p.m.
- RFP Submission (Proposals due): August 26, 2021, at 1:00 p.m.
- Final Report Due: November 30, 2021 at 1:00 p.m.

**2. RFP Closing**

Electronic submissions via email 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, August 26, 2021.**

Submissions received after closing time will not be considered.

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Perth, Ontario K7H 3C6

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Fax: 613-264-8516

E-mail: [clerk@tayvalleytwp.ca](mailto:clerk@tayvalleytwp.ca)

**3. RFP Submission**

One copy of the **completed Declaration**, Appendix "A", shall be submitted as part of the Proposal. The Declaration must be properly signed and witnessed, or signed, witnessed and sealed if the bidder is a Corporation. **ONLY** proposals submitted electronically via email will be acceptable. Please email the submissions to [clerk@tayvalleytwp.ca](mailto:clerk@tayvalleytwp.ca) prior to the submission deadline. Component 1 and Component 2 shall be two separate files in the email submission.

The Proposal must be typewritten. Proposals 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 and the Corporation of the

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Township of Lanark Highlands ("the Township's") documents or by a covering letter, or by alterations to the documents supplied.

Submissions received by fax or hard copy will not be accepted.

**4. Proposal Validity**

Proposals shall remain valid and open for acceptance by the Township for a period of sixty (60) 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's intended use.

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**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.

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

**9. 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 Statement, dated not later than **2021**, to be submitted with the Proposal. Only an electronic copy is required.
- 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.

**10. Accessibility**

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

**11. Proposal Checklist**

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

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**12. 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.

**13. Public Opening**

There will be no public opening.

**14. RFP Results**

Only the names of the Bidders who submitted a proposal will 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 will be given in the reply. A list of Bidders will be posted on Tay Valley Township's and Lanark Highland's website at [www.tayvalleytwp.ca](http://www.tayvalleytwp.ca) and [lanarkhighlands.ca](http://lanarkhighlands.ca) within 48 business hours of the RFP opening.

**15. Submission Acceptance**

It shall be the policy of the Townships that in any procurement of goods, services, facilities or construction invitations to submit a proposal to the Townships, the Townships reserve the right to reject an offer to supply goods and/or services or RFP's presented in response to the Townships' procurement processes where the Townships determine, in their sole and unfettered discretion, that the entity making the offer has performed poorly on any Townships' contract during the previous five-year period. Either Townships' 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 Townships 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 Townships will be served, no liability shall accrue to the Townships for their decision in this regard.

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The acceptance of any submission is subject to appropriate funding suitable to the Townships.

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

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

**16. 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 issued on an Occurrence Basis. Coverage shall include but not limited to:

- 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 Townships shall be added as an additional insured with respect to the operations of the Named Insured. This insurance shall be non-contributing with and primary to the Township.
- 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) Occurrence Property Damage
- i) Broad Form Completed Operations.
- j) The policy shall contain a provision for contractual liability – oral and written.
- k) Owner's and Contractor's Protective.
- l) The policy shall provide the Townships with 30 days' notice of cancellation, material change 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 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 renewed for 3 years after contract termination or contain an extended reporting

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period. A certificate of insurance evidencing renewal is to be provided each and every year or contain an extended reporting period purchased by the Company at the Company's sole expense.

Automobile Liability Insurance

Automobile liability insurance in respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death, and damage to property with a limit of not less than \$5,000,000.00 inclusive for each and every loss.

Any and all deductibles applicable to the above-noted insurance policies shall be the sole responsibility of the Company, and the Township shall bear no cost towards such deductibles.

The Company is responsible to effect physical damage on their assets/equipment—failure to do so will not impose any liability on the Townships.

Certificate of Insurance

The Company shall provide a Certificate of Insurance evidencing coverage as noted above at least 10 days prior to Contract commencement. Such policies shall not be cancelled, changed or lapsed unless the Insurer notifies the Townships in writing at least thirty (30) days prior to the effective date of such cancellation, material change or lapse. The insurance policies will be in a form and with a company licensed to write business in the Province of Ontario and which are, in all respects, acceptable to the Township.

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

**17. 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 and the Corporation of the Township of Lanark Highlands, its officers, members of municipal council, its agents and employees from any and against all damages, liabilities, expenses, fines, loss, costs (including legal costs), interest, actions, claims, demands, suits or other proceedings of any kind, 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 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

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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.

**18. Failure to Enter into an Agreement**

In addition to all of the Townships' 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.

**19. Assignment**

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

If the Townships 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 Townships be responsible for these costs.

**20. 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.

**21. 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 Townships may, without notice, terminate the Contract.

If the Company fails to comply with any request, instruction or order of the Townships or fails to pay its accounts or fails to comply with or persistently disregard statutes,



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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 Townships 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 Townships 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 Townships, as aforesaid, shall be without prejudice to any other rights or remedies the Townships may have.

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

- Take possession of all of the work in progress and finish the work by whatever means the Townships may deem appropriate under the circumstances.
- Withhold any further payments to the Company until its liability to the Townships can be ascertained.
- Recover from the Company loss, damage and expense incurred by the Townships 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 Townships).

**22. Contract Cancellation**

The Townships 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 Townships and the Company shall negotiate a settlement.

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

**23. Responsibility**

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

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**24. Payments**

The Company shall submit separate invoices to each Township on a monthly basis, for services and materials provided for each of the Townships third party review. The separate invoices shall clearly define the work that was completed for each Township. The Townships shall pay said invoice within thirty (30) days of receipt of the invoice.

The Townships 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.

The successful Company will be required to complete the applicable paperwork to facilitate payment via Electronic Funds Transfer (EFT). This paperwork will be provided to the Bidder by the Townships after the Contract is awarded.

**25. Disbursements**

All reasonable and proper expenses incurred by the Company shall be reviewed by the Townships for merit and validity of reimbursement, and if found to be acceptable, will 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)

**26. Municipal Freedom of Information and Protection of Privacy Act**

Any personal information collected by or on behalf of the Townships under this Request for Proposal is subject to the *Municipal Freedom of Information and Protection of Privacy Act*. The information provided to the Townships 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 information contained in the Proposal may become public and consents to the

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release of that information. By responding to this Request for Proposal, respondents waive any challenge to the Townships 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 of Lanark Highlands and Tay Valley Township (the “Townships”) are requesting proposals (the “Proposal”) from the proponents (the “Company”) who have recent experience in completing a Waste Management Master Plan for small rural municipalities. The purpose of the reviews is to examine options for service delivery including the existing contracted services, conversion to in-house services, and other options that may be available with a main goal of determining efficiencies and savings to the Townships. This is to ensure the Townships are able to provide cost effective Waste Management Services and align with the Extended Producer Responsibility model.

**2. General Scope of Work**

The review project will include a complete evaluation for both Township’s Waste Management Services, while exploring new and innovative ways to support the community’s waste management needs and any opportunities for cross-boundary cooperation. Noting that a separate report for each of the Townships is expected, along with separate data collection, final Waste Management Master Plans, and invoicing. Essentially one Company to conduct two separate reviews and master plans for each of the respective Townships.

The goal of the project will identify significant savings and cost avoidances that are available, as well as producing the rationale and business case inclusive to a preferred method for service delivery. It would also include operating and capital costs in comparison of the existing arrangement and benchmarking against other municipalities.

The review project would be focused on the operational aspects of:

**Township of Lanark Highlands**

- 1) The Township’s one Landfill Site (McDonalds Corners)
- 2) The Township’s six Transfer Stations
- 3) The Waste and Recycling Collection in Lanark Highlands Village
- 4) The Hazardous Waste Depot in Lanark Highlands
- 5) Cover options for savings
- 6) Methods for increased capacity limits at Landfill Site
- 7) Methods for reduction in waste volumes at Landfill Site

**Tay Valley Township**

- 1) The Township’s one active Landfill Site (Glen Tay)
- 2) The Township’s three Transfer Stations (Glen Tay, Maberly and Stanleyville)

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- 3) The Hazardous Waste Depot in Lanark Highlands (as shared by Tay Valley and Lanark Highlands Township's residents)
- 4) Methods for reduction in waste volumes at Landfill Site

The review project is intended to outline all the benefits as well as the possible annual savings that would be realized by the Townships and the respective residents. Noting that the savings would also be presented over a longer-term period to better illustrate the long-term benefits of the potential in-house operations, as well as all facets of the imminent efficiencies.

The Waste Management Master Plans will provide an opportunity for the residents, Council, and Township Staff to make strategic decisions regarding the waste site services that are provided by both Townships.

**3. Background Information**

Lanark Highlands operates six transfer stations, and an active landfill site in the Township. The Village of Lanark is serviced by curb-side pickup for both waste and recyclable collection. Lanark Highlands also operates one of the only two Hazardous Waste Depots in Lanark County, which is only used by the residents of Lanark Highlands and Tay Valley Township.

Lanark Highlands operates six transfer stations in the Township (Watson's Corners, Middleville, Flower Station, Lanark Village, Robertson Lake, Snye Road) and an active landfill site in the Township (McDonalds Corners). Various disposal services are available at the seven sites, such as scrap metal, tire drop-off, recyclables, and electronic waste. The Middleville site also houses the Hazardous Waste Depot.

Lanark Highlands main active landfill site (McDonalds Corners) is expected to reach its capacity in 2022, however applications for an extension of capacity is currently being explored. Robertson Lake site was planned to be the next landfill site upon closure of McDonalds Corners.

Tay Valley Township operates three transfer stations in each of the former Township wards. The Stanleyville Depot (former Burgess Ward), and Maberly Depot (former South Sherbrooke Ward), act solely as transfer stations. The Glen Tay Depot (former Bathurst Ward) acts as a transfer station as well as an active landfill site. The Maberly and Stanleyville depots only provide disposal services for Blue Box materials, household waste, scrap metal and household compost. The Glen Tay Site provides more disposal services, including Blue Box materials, household waste, scrap metal, household compost, construction and demolition, white waste, and electronic waste.

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Tay Valley Township does have landfill capacity at the Stanleyville Site (approximately 20 years), Maberly Site (approximately 6 years) and the Glen Tay Site (approximately 41 years, excluding Phase 2).

**4. Terms of Reference**

This project will include the following major tasks:

- Phase 1: Data Collection
- Phase 2: Reporting and Completion of Waste Management Master Plans (draft and final) for each of the Townships

The major tasks to be addressed by the successful proponent for this project are outlined below. This list should be augmented as required and believed necessary based on the Company's experience and knowledge to provide a complete and well executed project. The Company is encouraged to expand, elaborate, or modify any phase based on their experience and understanding of projects that are similar in nature.

Any Proposal submitted that is an exact copy and paste of the tasks noted below will be evaluated, however consideration of additional elaboration and expanding will be preferred and reflective in the evaluation.

**5. Phase 1: Data Collection**

- Develop and implement a Site-Specific Health and Safety Plan for all field work. The Site-Specific Health and Safety Plan shall be submitted to the Townships at least one (1) week prior to commencement of field work and be in accordance with relevant legislation including the Occupational Health and Safety Act. The requirements for safety and protection of workers in the field, including personal protective equipment, traffic control and all measures required accordingly, is the responsibility of the Company.
- Implement the schedule submitted as part of the Proposal, confirming the start-up date and completion date for each phase and a list of deliverables with submission dates to the Townships.
- Meetings with municipal staff to gather better understanding of the waste management services that are provided by each Township, including operating hours, staffing levels and contracted services.
  - Include 1 day for project start-up meeting and a site visit to each facility
  - Include 1 meeting to review Data Collection Phase results
  - Include 2 meetings for review of draft final plan(s) – one with each Township.

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- Include 2 meetings for purposes of presenting the draft final reports to both Township Councils at a date specified by the Townships.
- The Company shall submit agendas for meetings 5 days in advance of a meeting.
- The Company shall prepare meeting minutes and submit them no later than 2 business days after each meeting for review and approval by the Townships.
- Gather and review annual budgets to review operating costs of the current services being provided by each Township.
- Complete a public survey regarding the existing services that are provided by each Township, which will provide an opportunity for taxpayers to communicate potential improvements to the services.
- Complete a comparison between the services provided by Tay Valley and Lanark Highlands with services provided by other similar small rural Townships.
- Explore new and innovative ways of solid waste management (i.e. landfilling vs. diverting waste from landfills and transforming it to other materials, or other methods of waste management at the land fill sites to reduce overall volumes of waste in order to increase capacity duration)
- Review of current bag-tag program and recommend possible improvements to increase efficiency.

**6. Phase 2: Reporting and Completion of Waste Management Master Plans**

The company is required to complete a Waste Management Master Plan for each of the Townships (two separate reports). The Waste Management Master Plan will:

- Discover redundancies and recommend efficiencies, including operating hours of each waste site and a review of the tipping fees and models (ex. Weight vs volumetric).
- Recommend site improvements / upgrades / repairs to provide better access for aging population, accessibility requirements, and improvement of recoupment of fees.
  - This may include providing conceptual layout(s) for the depots, including the possibilities and/or recommendations to acquire additional lands for future growth of current waste sites, both in an efficient and cost-effective manner.
- Focus on developing a plan for greater capacity at the two uncapped sites in Lanark Highlands (McDonalds Corners and Robertson Lake)
- Consideration and understanding of ongoing legislative changes to waste management, including the transition to producer responsibility (under the Resource Recovery and Circular Economy Act, 2016 [RRCEA]).

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- Methods and ideas for required expansion / increased footprints of the landfill sites and/or more energy efficient or environmentally friendly alternatives.
- Explore more efficient operating methods, such as grinding and compacting the waste in lieu of only compacting (as to reduce overall volume of waste and increase site capacity), re-organized cell layout and cover, and cover material (sand / mulch / inorganic matts).
- To review current contracted services to substantiate more efficiencies based on the current costs and to present the short term and long-term savings by undertaking the services in house in lieu of contracting out.

The development of the Waste Management Mater Plans will provide demonstrated evidence of savings, including a high level workplan with project milestones. The final report will forecast annual saving and efficiencies over the short term as well as provide a long-term strategy for the two Township's waste management services.

**7. Target Completion Dates**

The Company's proposed schedule shall reflect the anticipated start and completion dates for each phase. The final Waste Management Reports are due no later than November 30, 2021, as per a funding agreement with the Ministry.

**8. 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 and within budget. 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-Consultant;
- Provide regular and as-requested updates to the two Townships on the status of the project; and
- Prepare, and submit together, invoices, progress reports and Monthly Status Reports to the two Township's satisfaction.
- On a bi-weekly basis the consultant's project manager shall provide a written update by email to the Townships. Topics to be covered in the bi-weekly update shall include but not be limited to; schedule, progress of contract, challenges, outstanding information and budget including any claims for funds being requested beyond the scope of the contract which must be requested and approved in advance.



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**PART "B" – PROJECT INFORMATION**

**9. Project Reporting and Deliverables**

Chad Kean C.E.T, Manager of Public Works for Lanark Highlands, and Sean Ervin C.E.T., Public Works Manager for Tay Valley Township, will be the key contact persons for this project, once the Contract has been awarded.

The Company shall provide;

- One (1) usb containing all associated documents and one of those documents shall be an electronic accessible pdf (not scanned or protected) copy of the final plan to each municipality; and
- Three (3) hardcopies of the final plan to each municipality (6 total).

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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, 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 10 (10) 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” – Accessibility Declaration
4. Health and Safety Policy – 2021
5. WSIB Clearance

**Component 2 - Financial**

Shall be the Bidder’s financial offer and should correspond with the Bidder’s proposed schedule and each phase of the project. This section shall provide a breakdown of costs for each phase and contain the following:

10. Appendix B – Financial Offer

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

**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.

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The Townships 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 Townships 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 Townships 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 staff from the Townships 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 Townships reserve 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.

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:

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Project Schedule	Pass/Fail
Completed Declaration (Appendix "A")	Pass/Fail
Health and Safety Policy (Part "A" - #9)	Pass/Fail
WSIB Certificate of Clearance (Part "A" - # 9)	Pass/Fail
Accessibility Declaration (Part "A" - # 10)	Pass/Fail
Financial Appendix "B"	Pass/Fail

**5. 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
Firm's Qualifications and Experience on Similar Assignments.	5
Project Team's Experience	10
Project Understanding	10
Work Plan, Methodology and Quality Assurance Plan	35
Project Schedule	10
<b>TOTAL:</b>	<b>70</b>

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.

**6. Step 2 – Evaluation of Financial Proposals (30 points)**

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

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

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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:

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

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:

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

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

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

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

**7. Step 3 – Due Diligence**

The Townships, at their sole discretion, may conduct a due diligence phase to review the certainty, reasonableness, and comprehensiveness of a Proposal. The Townships may seek clarification of any of the elements contained in the Proposal and contact the project references 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.

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

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**8. 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.

**9. Step 5 – Award**

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

**10. Step 6 – Debriefing**

Bidders are entitled to request a debriefing from the Townships of how their submission was evaluated. Debriefing sessions will be scheduled by the Project Managers 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 Townships considered and evaluated a particular Bidder’s Proposal and will not include disclosure of any aspects of the Townships 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 Townships Councils, or any Officer of The Corporations of Tay Valley Township or the Township of Lanark Highlands 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 Townships 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 Townships 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 Townships the difference between this Request for Proposal and any greater sum which the said Townships 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 Townships 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

\_\_\_\_\_  
Telephone

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**APPENDIX “B” – FINANCIAL**

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 Upset Cost Limit.

<b>Township</b>	<b>Professional Fees</b>	<b>Disbursements</b>	<b>Total Cost (excluding HST)</b>
Tay Valley Township	\$ _____	\$ _____	\$ _____
Township of Lanark Highlands	\$ _____	\$ _____	\$ _____

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, the timing and associated level of effort by individual or classifications.



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**APPENDIX “C” – BIDDERS CHECKLIST**

**To be submitted as part of the RFP.**

- 1. Completed Declaration (Appendix “A”)
- 2. 2021 Health and Safety Policy Statement – Part “A” (#9)
- 3. WSIB Certificate of Clearance – Part “A” (#9)
- 4. Accessibility Declaration – Part “A”/Appendix “D” (#10)

**To be submitted upon Contract award.**

- 1. Insurance Requirements – Part “A” (#16)
- 2. Electronic Funds Transfer Paperwork – Part “A” (#24)

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**APPENDIX “D” – ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT  
TEMPLATE**

**[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]